

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

TUESDAY

OCTOBER 16, 2018

8:30 A.M.

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

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

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

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

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

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

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

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

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

I. APPROVAL OF THE AGENDA

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

II. CONSENT CALENDAR

COMMUNITY DEVELOPMENT COMMISSION

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

1. Funding Agreement for Critical Homeless Service System Infrastructure: the Homeless Outreach Service Team, the Coordinated Entry Project, and Homelessness Diversion Project: Authorize the Executive Director or her designee to execute a Funding Agreement with Catholic Charities of the Diocese of Santa Rosa, for continued operations of the Homeless Outreach Service Team Field Work Team, the Coordinated Entry Program, and the Homelessness Diversion Project in the amount of \$660,914 for the period July 1, 2018-June 30, 2019.

BOARD OF SUPERVISORS

2. Disbursement of Fiscal Year 2018-2019 1st District Community Investment Fund Grant Awards: Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Santa Rosa Players DBA 6th Street Playhouse, \$500; Community Action Partnership of Sonoma County for “Rising from the Ashes-Through Community Action” event, \$500; Los Cien Sonoma County Inc., \$500; Sonoma Valley Vintners & Growers Association DBA Sonoma Valley Vintners and Growers Alliance for “2019 Signature Sonoma Valley” event, \$3,500. (First District)
3. Citizen’s Advisory Councils Update and Recommendations and Authorization to Repurpose Certain Franchise Fees for Neighborhood Improvement Projects in the Mark West Area:
 - A) Adopt a resolution authorizing the repurposing of the California American Water Company franchise fees to fund neighborhood improvement projects in the Mark West Area
 - B) Adopt a resolution modifying the Mark West Citizens Advisory Council’s Blue Book to include additional advisory authority as needed by the district supervisor and the process of applying for and awarding funds from the California American Water Franchise Fee budget for neighborhood improvement projects.
 - C) Adopt a resolution amending the Dry Creek Valley Citizens Advisory Council’s Blue Book to include additional advisory authority as needed by the district supervisor and to provide guidance for the Council’s conversations when discussing new use permits that include visitor serving agricultural uses, to facilitate the Council’s advisory recommendations to the Sonoma County Board of Supervisors and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission.
(Fourth District)

COUNTY ADMINISTRATOR

4. Recovery Update:
Receive update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery framework.

COUNTY ADMINISTRATOR/COUNTY COUNSEL

5. Amendment to Intergovernmental Mitigation Agreement with Federated Indians of Graton Rancheria:
Authorize the Chair to execute Amendment No. 1 to the 2012 Intergovernmental Mitigation Agreement with the Federated Indians of Graton Rancheria including the enforcement of Mitigation Measures identified in the Final Tribal Environmental Impact Report and dispute resolutions. (Second District)

GENERAL SERVICES/HEALTH SERVICES

6. License Agreements with Goodwill Industries and Santa Rosa Community Health for offices at 2245 and 2235 Challenger Way, Santa Rosa (The Lakes); and Drug Abuse Alternatives Center for offices at 1430 Neotomas (Orenda Center):
- A) Authorize the General Services Director to execute the following license agreements that enable efficient one-stop client services at existing Department of Health Services locations in Santa Rosa:
 - i. license agreement with Goodwill Industries of the Redwood Empire, Inc., for use of 6,635 sq. ft. of office space at 2245 Challenger Way, Suite 104, Santa Rosa, for a term through June 30, 2020; and to execute future amendments and associated documents; and
 - ii. license agreement with Santa Rosa Community Health, for use of 1,131 sq. ft. of office space, located at 2235 Challenger Way, Suite 109, Santa Rosa, for a term through June 30, 2020; and to execute future amendments and associated documents.
 - B) Authorize the General Services Director to execute a license amendment with Drug Abuse Alternatives Center, for use of 5,060 sq. ft. of office space, located at 1430 Neotomas Avenue, Santa Rosa, for an extended term through August 3, 2020; and to execute future amendments and associated documents; to allow for the continuation of substance use disorder treatment services at the Orenda Center facility.
 - C) Make findings as required by Government Code Section 26227, that the proposed license agreements are necessary to meet the social needs of the population of the County, and that the County does not need the proposed Premises during the term of the license agreements.

GENERAL SERVICES

7. Award of Annual Job Order Contracts:
- A) Authorize the Chair to execute Job Order Contracts with the following contractors for the minimum and maximum amounts indicated in order to expedite as-needed capital construction and repairs to County-owned properties:
 - i. Danco Builders Northwest: Minimum Contract Amount, \$25,000, Maximum Contract Amount \$1,500,000
 - ii. Staples Construction Company Inc.: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,500,000
 - iii. T. McFarlin, Inc. dba Bay West Construction: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,000,000.
 - iv. A.E. Nelson Construction: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,000,000
 - v. REM Construction Incorporated: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$500,000

The contract “term” for all of the above will be for one year from the effective date of Notice to Proceed or when Job Orders totaling the maximum contract amount have been completed, whichever occurs first.

- B) Adopt a resolution delegating the authority to issue and execute individual Job Orders under the above Job Order Contracts for qualified projects as follows:
 - i. Deputy Director of Facilities Development and Management or Senior Capital Projects Manager, not to exceed \$125,000;
 - ii. General Services Director, not to exceed \$250,000; and
 - iii. County Administrator, up to the contractor’s remaining Maximum Contract Amount.

8. Grant of Sewer Easement to City of Santa Rosa/Vacation of Public Utilities and Road Easements:

Adopt a Resolution to:

- A) Authorize the Director of General Services to execute an easement deed in favor of City of Santa Rosa for existing public sanitary sewer facilities on, over and across County lands, and the right to construct, improve, maintain, repair and replace said existing facilities. The easement area is approximately 15 ft. wide and 600 ft. long, is more particularly depicted at the attached easement description “Exhibit A Public Sanitary Sewer Easement Over the Lands of the County of Sonoma”, and is generally located at the intersection of Russell Ave and Hwy 101, and extending in a southerly direction.
- B) Authorize the Director of General Services to execute any and all documents and instruments, including without limitation deeds and Certificate(s) of Acceptance, necessary to effectuate the vacation of certain City-held utilities and road easements which are either obsolete, no longer used by the City or need to be relocated to accommodate the County’s construction of the proposed Adult Detention Behavioral Health Unit (ADBHU) (which will be connected to the Main Adult Detention Facility (MADF)).

(Third District)

HEALTH SERVICES/COUNTY COUNSEL

9. First 5 Sonoma County Commission Legal Services Agreement with Remcho, Johansen & Purcell, LLP:
Authorize County Counsel to execute an agreement with Remcho, Johansen & Purcell, LLP to provide independent legal services focusing on an analysis and interpretation of statutory provisions for the First 5 Sonoma County Commission's status as a public entity and the implications with regard to long-term sustainability in the face of declining Proposition 10 revenue for the period of July 1, 2018 to June 30, 2019 in an amount not-to-exceed \$18,000.

HUMAN SERVICES

10. Human Services Revenue Standard Agreements for Medicare Improvements for Patients and Providers Act (MIPPA) and Supplemental Nutrition Assistance Program Education (SNAP-Ed):
A) Adopt a resolution authorizing the Director of Human Services to execute the Medicare Improvement for Patients and Providers Act (MIPPA) Agreement MI-1819-27 with the California Department of Aging to accept \$120,332 in revenue to fund Medicare support services for seniors and future changes to revenue.
B) Adopt a resolution authorizing the Director of Human Services to execute the Supplemental Nutrition Assistance Program Education (SNAP-ED) Agreement SP-1819-27 with the California Department of Aging to accept \$97,295 in revenue to fund obesity prevention for seniors and future changes to revenue.
11. Human Services Contract Amendments:
Authorize the Director of Human Services to execute contract amendments to include additional funding for FY18/19 to increase funding for the Council on Aging, Petaluma People Services Center, and Senior Advocacy Services.
12. Caltrans- Federal Transportation Authority 5310 Older Adults Transportation Funding Award:
Authorize the Director of Human Services to execute 4 funding Agreements between the California Department of Transportation and the Human Services Department, Area Agency on Aging for activities serving Older Adults and Individuals with Disabilities, including Transportation Services and Mobility Management Activities, for a total amount of \$659,780 and to execute future amendments to adjust for revenue changes.

PERMIT AND RESOURCE MANAGEMENT

13. Land Conservation Act Contract Replacement; Shelton-Mackenzie Land, LLC:
Adopt a resolution to approve the requested Prime Land Conservation Act contract replacements and attached Land Conservation Plans for two parcels, 11.86 acres and 10.84 acres in size, located at 421 West North Street, Healdsburg; APNs 089-140-019 -020, -021, and -022; Permit Sonoma File No. PLP17-0016; Supervisorial District 4. (Fourth District)

TRANSPORTATION AND PUBLIC WORKS

14. 2018 Hazard Tree Removal Project – Road Right-of-Way Trees, Project # M11719:
A) Approve the plans and specifications for 2018 Hazard Tree Removal Project – Public Trees M11719.
B) Award contract to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$1,099,825, plus a 10% contingency, and authorize the Chair to execute construction contract M11719.
(First and Fourth Districts)

APPOINTMENTS/REAPPOINTMENTS

15. Approve the appointment of Caitlin Quinn to the Commission on the Status of Women on October 16, 2018 for a two year term ending October 16, 2020. (Second District)

PRESENTATIONS/GOLD RESOLUTIONS

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

16. Adopt a Gold Resolution recognizing National Disability Employment Awareness Month, October 2018. (Third District)

PRESENTATION ON A DIFFERENT DATE

17. Adopt a Gold Resolution Honoring 10,000 Degrees Fellowship Program as the recipient of the North Bay Leadership Council’s 2018 Leaders of the North Bay Award: Empowering the Latino Community, Leadership within the Latino Community. (Third District)
18. Adopt a Gold Resolution Honoring the Planning & Economic Development Department for the City of Santa Rosa as the recipient of the North Bay Leadership Council’s 2018 Leaders of the North Bay Award: From Red Tape to Red Carpet, Leadership in Government. (Third District)
19. Adopt a Gold Resolution Honoring Dr. Claudia Luke as the recipient of the North Bay Leadership Council’s 2018 Leaders of the North Bay Award: Paint the Town Green, Environmental Stewardship. (Third District)
20. Adopt a Gold Resolution Honoring North Bay Fire Relief Fund Partnership as the recipient of the North Bay Leadership Council’s 2018 Leaders of the North Bay Award: “United We Stand, Community Building.” (Third District)

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

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

IV. REGULAR CALENDAR

PERMIT AND RESOURCE MANAGEMENT

21. **9:00 A.M.** - Rezoning to remove Z (Accessory Unit Exclusion) Combining District to allow for a potential future application for Accessory Dwelling Unit:
Adopt an Ordinance rezoning the parcel to remove the Z (Accessory Unit Exclusion) Combining District located at 2642 Westside Rd, Healdsburg; APN 110-130-024; PRMD File No. ZCE17-0007; Supervisorial District 4. (Fourth District)

HUMAN SERVICES

22. Human Services Department Appointment of Retiree Extra-Help:
A) Pursuant to Government Code §7522.56, approve the appointment of Diane Kaljian as a former Assistant Director retiree extra-help employment, in order to provide additional assistance to the new Assistant Director within 180 days of her retirement, with an appointment date as early as October 17, 2018.
B) Pursuant to Government Code §7522.56, approve the appointment of Carl Vanden Heuvel as a former Department Administrative Services Director retiree extra-help employment, in order to provide additional assistance to the new Department Administrative Services Director within 180 days of his retirement, with an appointment date as early as October 17, 2018.

COMMUNITY DEVELOPMENT COMMISSION

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

23. Windsor Veterans Village – Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing to approve the issuance of multifamily housing revenue bonds:
The Sonoma County Board of Supervisors is being asked to adopt a resolution which would approve the issuance of multifamily housing revenue bonds by the Golden State Finance Authority (the “Authority”) for the purpose of financing the construction and equipping of Windsor Veterans Village, a multifamily residential housing facility located in Sonoma County (the “Project”).

PERMIT AND RESOURCE MANAGEMENT

24. **9:15 A.M.** - Cannabis Land Use Ordinance Amendments:
Hold a public hearing and at the conclusion of the hearing adopt an Ordinance amending Chapter 26 of the Sonoma County Code to allow adult use cannabis businesses, enhance neighborhood compatibility, harmonize with State cannabis laws where appropriate, and make other minor amendments, adopt a Resolution finding the amendments are consistent with the General Plan and Area Plans, and determining exemption from the California Environmental Quality Act.

BOARD OF SUPERVISORS

- 25. Fee Waiver:
Approve a fee waiver for room rental of the Guerneville Veterans Hall for free weekly meals provided by Redwood Empire Food Bank from October 18, 2018 to June 19, 2019 in the amount of \$3280. (Fifth District)
- 26. Sponsorship:
Approve a Board Sponsorship of \$500 for the 18th Annual Tribute to Veterans at the Sonoma County Veterans Memorial Building on November 8, 2018.
(Third District)
- 27. Board Sponsorship of the 26th Latino Health Forum:
 - A) Approve Board Sponsorship of the 26th Annual Latino Health Forum at Sonoma State University on November 1, 2018
 - 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 five thousand dollars (\$5,000) to General Fund Non-Departmental Other Contributions for sponsorship of the 2018 Latino Health Forum.
(4/5th Vote Required)

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

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

VII. REGULAR AFTERNOON CALENDAR

- 29. RECONVENE FROM CLOSED SESSION

- 30. REPORT ON CLOSED SESSION

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

BOARD OF SUPERVISORS

- 31. Rural County Representatives of California Presentation:
Receive presentation from Rural County Representatives of California (RCRC)

PERMIT AND RESOURCE MANAGEMENT

32. **1:40 P.M.** - Hearing on Draft Supplemental Environmental Impact Report for modifications to conditions of the Use Permit for the Roblar Road Quarry, File UPE16-0058:
Informational item to hold a public comment hearing on the Draft Supplemental Environmental Impact Report (Draft SEIR). (Second District)
(Fourth District)

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

33. 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>)

34. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on October 23, 2018, at 8:30 a.m.

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

December 11, 2018 - Permit and Resource Management – UPE14-0008 Ramey Winery



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 and Board of Commissioners

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Jenny Abramson, 565-7548

Supervisorial District(s):

All

Title: Funding Agreement for Critical Homeless Service System Infrastructure: the Homeless Outreach Service Team, the Coordinated Entry Project, and Homelessness Diversion Project

Recommended Actions:

Authorize the Executive Director or her designee to execute a Funding Agreement with Catholic Charities of the Diocese of Santa Rosa, for continued operations of the Homeless Outreach Service Team Field Work Team, the Coordinated Entry Program, and the Homelessness Diversion Project in the amount of \$660,914 for the period July 1, 2018-June 30, 2019. .

Executive Summary:

Approval of this item will authorize the Executive Director of the Sonoma County Community Development Commission (Commission) or her designee to execute a Funding Agreement with Catholic Charities of the Diocese of Santa Rosa for continued operation of the Homeless Outreach Services Field Work Team (HOST), Coordinated Entry Project, and Homelessness Diversion Project for FY 2018-19.

Discussion:

Catholic Charities of the Diocese of Santa Rosa has been the recipient of numerous competitive funding awards, in this case underwriting the multi-year development of a federally-mandated system infrastructure addressing homelessness county-wide. Funding for three interrelated system development projects is included in a single contract: 1) the Homeless Outreach Service Field Work Team (HOST), 2) the federally-mandated Coordinated Entry System, and 3) the Homelessness Diversion Project. Coordinated Entry provides a county-wide, “no wrong door” approach for homeless individuals and families seeking assistance with housing. HOST provides direct street outreach and linkage into Coordinated Entry. The Homelessness Diversion Project provides assistance to people seeking to avoid imminent homelessness, when they contact the Coordinated Entry System.

Consistent with the Homeless System Redesign that the Board approved on October 9, 2018, these inter-connected efforts address the multi-year development of a comprehensive “front door” to homeless services, with pilot projects launching in 2015, 2017, and full implementation beginning in

January 2018. When a combined request for qualifications was issued for the initial pilot projects in 2014, Catholic Charities was the sole fully responsive applicant. Catholic Charities has continued as the sole non-profit agency capable of delivering these mandated services on the required county-wide basis. Once the new Homeless System of Care governance structure is in place, it will be charged with evaluating delivery of these mandated services and, in partnership with the HUD entitlement communities of Santa Rosa and Petaluma, determine the ideal approach to supporting this new infrastructure.

Homeless Outreach Service Field Work Team (HOST)

The Homeless Outreach Service Team Pilot Project was launched in January 2015 to provide a humane response to the impact of homeless encampments on parks, creeks, waterways, and public safety. For at least a decade prior to establishment of this project, outreach to unsheltered persons had dwindled to an occasional activity conducted by committed volunteers. At your Board's request in 2014, a multi-departmental group of County staff designed this multidisciplinary project under the leadership of the Commission, to be carried out in partnership with a nonprofit Field Work Team. Following a competitive process, Catholic Charities of the Diocese of Santa Rosa was selected to lead the Field Work Team in collaboration with Social Advocates for Youth, Buckelew Programs, and numerous other partners. Contributions were made to the project by the County of Sonoma, Sonoma County Water Agency, Human Services Department, Department of Health Services, Probation, Sheriff's Office, and Regional Parks. Eventually support for HOST was added through agreements with the City of Santa Rosa, the District Attorney's Victim Assistance Program, and the Petaluma Sober Circle project. The Commission has supplemented HOST Field Work Team by funding street outreach contracts with Social Advocates for Youth (which provides outreach to homeless youth in the lower Russian River area, North County and the Sonoma Valley), and with COTS for targeted street outreach in the Petaluma area.

The HOST Field Work team maintains a direct call-in line at 1-855-707-4678 (HOST) that enables service agencies and residents throughout the County to request assistance for unsheltered persons. Reports of encampments that are recorded in the web-based SoCo Report It site go directly to the HOST Field Work Team. In addition, Commission staff routinely route requests from constituents who communicate concerns about unsheltered persons in all five supervisorial districts, to the HOST Field Work team.

The HOST Field Work Team responds to these reports and to other "hotspots" as requested by the Commission, engaging people who are often resistant to receiving services, and performing well checks to assess each person's health status. Using the Coordinated Entry System's standardized vulnerability assessment (the Vulnerability Index-Service Prioritization Decision Assistance Tool, or VI-SPDAT), outreach workers identify special needs and ensure that persons who are living outside are both prioritized for, and linked to, appropriate housing in partnership with the Coordinated Entry System. Unsheltered persons are additionally assisted to complete applications for health and economic assistance services and offered transportation to shelters, program services, and other points as needed. The contract scope of work includes assisting unsheltered persons who wish to relocate to safe, permanent housing in their home community, to do so. The HOST Field Work team's work in the Sonoma Valley, unincorporated West County, and North County areas either have been or will shortly be incorporated into local planning processes in each area.

In FY 2017-2018, the HOST Field Work team worked with over 1,300 unsheltered persons located throughout Sonoma County. The multi-cultural and culturally competent Field Work Team possesses

broad experience in community health and benefits advocacy, as well as training in motivational interviewing and other street outreach best practices. By FY 2017-18, the vast majority of the 1,300 contacts were people who were known to the team from prior contact; just 10%, or 131 people, were engaged for the first time in FY 2017-18. Of the 1,308 people engaged, 814 (62%) participated in ongoing services. Of all 1,308 persons enrolled in HOST, 183 (14%) accessed safe housing for at least some period of time: 163 were placed into shelters and 7 into transitional housing. In addition, 13 people accessed permanent housing (either permanent supportive housing or rapid re-housing) directly from the street. Also, 37 clean ups were conducted in the County providing employment opportunities to 185 HOST participants.

The HOST Field Work team played a key role in anchoring the Commission's collaborative work to assist people camping at Roseland Village following the October 2017 fire disaster. The FY 2018-19 scope of work elevates engagement and documentation expectations, reflecting current best practices.

Coordinated Entry System

Coordinated Entry is a streamlined system for accessing housing, shelter, and services to end homelessness and is required by the U.S. Department of Housing and Urban Development (HUD) for all Continuums of Care as stated in CFR 578.7 (a) (8) of the Continuum of Care Program Interim Rule. Coordinated Entry in Sonoma County follows a Housing First approach for all funded homeless service providers, and prioritizes the use of limited permanent supportive housing for those with the highest vulnerability and longest time homeless.

The Sonoma County Continuum of Care's Coordinated Entry System provides a standardized, evidence-based needs assessment and ensures that people can receive assistance in an equitable and timely fashion, to the extent resources are available to serve them. The Coordinated Entry System provides a "single front door" in the sense of a single assessment process (using the Vulnerability Index-Service Prioritization Decision Assistance Tool, commonly referred to as the VI-SPDAT) and a single referral system housed in the Commission's Homeless Management Information System. It is a "No Wrong Door" system in that it provides access points in all regions of Sonoma County, both rural and urban, to assist individuals and families experiencing homelessness. Coordinated Entry is the primary access for referrals into permanent supportive housing and rapid re-housing as well as into emergency services such as emergency shelter. Coordinated Entry promotes the participant's choice of the services and housing available across Sonoma County, and has historically reduced the average length of time people remain homeless.

Prior to FY 2017-18, the Coordinated Entry System operated as a pilot project serving families with children. On September 18, 2017, services for single adults and transition-aged youth opened, expanding as access points were added and federally compliant policies and procedures were introduced throughout the rest of the fiscal year. Therefore in FY 2017-2018, the Coordinated Entry System served 452 homeless families, 1,226 single adults, and 128 transition-aged youth, for a total of 1,806 households—representing approximately three quarters of the anticipated caseload to be assisted on an annual basis. More than half of participating families accessed temporary or permanent housing through the project, including 59 families that became permanently housed without ever entering a shelter. Two-thirds of single adults and transition-aged youth entered temporary or permanent housing. Due to the growth of the number of people experiencing homelessness as a result of the October 2017

fire disaster, and the ensuing housing shortage and sharply rising rents, the average number of days that participants remained homeless more than doubled, from an average of 55 days to 118 days. Despite these new challenges, in FY 2017-18 the Coordinated Entry System offered a 37% improvement over prior to its implementation, when the number of days that persons remained homeless averaged 186.

Homelessness Diversion Project

With most of Coordinated Entry System funding coming from HUD Continuum of Care grants, that project is limited to serving persons who are experiencing *literal* homelessness. Yet many people seek out Coordinated Entry services who are at imminent risk of losing their homes, living in a motel, or staying doubled up with family or friends, and thus are not eligible for Coordinated Entry under federal rules. Yet they too may identify as homeless. In order to assist people in these “at risk” situations, for FY 2017-18 Catholic Charities proposed revamping a multi-year Homelessness Prevention project to provide brief interventions that assist household that are experiencing a housing crisis to identify a short-term (or even long-term) solution without entering the homeless service system.

In FY 2017-2018, the revamped Homelessness Diversion effort assisted 185 households to avoid entering homeless services. Of the 185 households, only 52 (28%) sought homeless services again during the year, suggesting that the solutions identified through this brief intervention were workable for over 70% of “at risk” people.

Approval of this item will authorize continued operations of three programs that are critical to the homeless service system’s infrastructure, by authorizing a new funding agreement.

Prior Board Actions:

- 11/4/14 – Authorization to establish the HOST Pilot Project and Coordinated Entry Pilot, through contracts with Catholic Charities
- 8/30/16 – HOST/Coordinated Entry/Diversion Contract Authorization
- 2/21/17 – Accept Coordinated Entry Expansion award and subcontract with Catholic Charities
- 5/22/18 – Approved Amended Action Plan to funds to the HOST contract, to assist Roseland Village encampment occupants
- 10/9/18 – Approved Homeless System Redesign

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	660,914		
Additional Appropriation Requested			
Total Expenditures	660,914		
Funding Sources			
General Fund/WA GF	297,537		
State/Federal	353,546		
Fees/Other	9,831		
Use of Fund Balance			
Contingencies			
Total Sources	660,914		

Narrative Explanation of Fiscal Impacts:

The funding sources budgeted for these activities include Federal HUD Continuum of Care award, County General Fund (Transient Occupancy Tax, Re-Investment & Revitalization dollars, and Community Services Fund), and Commission fees from the Low-Moderate Income Housing Asset Fund, and are detailed more fully below.

	HUD Continuum of Care	County TOT	County R&R	Community Services Fund	LMIHAF	Total
<i>Coordinated Entry - \$393,546</i>						
Personnel	\$327,096	\$40,000				\$367,096
Data Quality Assurance	\$15,000					\$15,000
Administration	\$11,450					\$11,450
<i>Homeless Outreach Service Team - \$180,791</i>						
Personnel - Field Work Team			\$70,000	\$50,791		\$120,791
Program expense			\$34,508			\$34,508
Administration			\$25,492			\$25,492
<i>Homelessness Diversion - \$86,577</i>						
Personnel				\$64,322	\$9,831	\$74,153
Administration				\$12,424		\$12,424
Total	\$353,546	\$40,000	\$130,000	\$127,537	\$9,831	\$660,914

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. Catholic Charities FY 2018-19 Funding Agreement			
Related Items “On File” with the Clerk of the Board:			

**COORDINATED ENTRY/HOMELESS OUTREACH SERVICE TEAM/HOMELESS
DIVERSION PROJECTS
PUBLIC SERVICES FUNDING GRANT AGREEMENT
FISCAL YEAR 2018-19**

The following is an agreement, dated for convenience as of July 1, 2018, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and **Catholic Charities of the Diocese of Santa Rosa**, hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal, state, and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, the County of Sonoma FY 2018-19 Adopted Budget includes **\$660,914** for use by SUBRECIPIENT in fiscal year 2018-19 for **Coordinated Entry, Homeless Outreach Service Team, and Homeless Diversion**.

NOW, THEREFORE, COMMISSION and SUBRECIPIENT for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning July 1, 2018 and continuing until June 30, 2019, unless extended by mutual written agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.
2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

If SUBRECIPIENT shall 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, COMMISSION may terminate this Agreement by giving SUBRECIPIENT written notice of such termination. SUBRECIPIENT shall have the right to initiate a cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement for cause, and shall complete said cure within ninety (90) days of the date of the written notice of termination. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, less the

amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by SUBRECIPIENT.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control, unless Exhibit E is attached to this Agreement.

<u>TYPE OF FUNDING</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services
<input type="checkbox"/> ESG-State	<input checked="" type="checkbox"/> EXHIBIT B-Budget
<input type="checkbox"/> CDBG CFDA #14.218	<input checked="" type="checkbox"/> EXHIBIT C-Environmental
<input checked="" type="checkbox"/> Continuum of Care #14.267	<input checked="" type="checkbox"/> EXHIBIT D-HMIS
<input checked="" type="checkbox"/> Community Services Fund	<input checked="" type="checkbox"/> EXHIBIT E- Federal Funding Requirements
<input type="checkbox"/> LMIHAF	<input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Public Service Programs
<input checked="" type="checkbox"/> County TOT	<input checked="" type="checkbox"/> EXHIBIT G – Relevant Program Standard
<input checked="" type="checkbox"/> County R&R	<input type="checkbox"/> EXHIBIT H- Partnership Data Sharing Agreement
<input type="checkbox"/> _____	

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder.

3.3. Performance Standard. SUBRECIPIENT 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 SUBRECIPIENT's profession. COMMISSION has relied upon the professional ability and training of SUBRECIPIENT as a material inducement to enter into this Agreement. SUBRECIPIENT 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 SUBRECIPIENT's work by COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of SUBRECIPIENT's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require SUBRECIPIENT to meet with COMMISSION to review the quality of the work and resolve matters of concern; (b) require SUBRECIPIENT 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.

3.4. Assigned Personnel.

3.4.1. SUBRECIPIENT shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires

the removal of any person or persons assigned by SUBRECIPIENT to perform work hereunder, SUBRECIPIENT shall remove such person or persons immediately upon receiving written notice from COMMISSION.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COMMISSION to be key personnel whose services were a material inducement to COMMISSION to enter into this Agreement, and without whose services COMMISSION would not have entered into this Agreement. SUBRECIPIENT shall not remove, replace, substitute, or otherwise change any key personnel without the written notification to COMMISSION.

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

4. Payment: COMMISSION agrees to pay to SUBRECIPIENT amounts not to exceed the costs incurred by SUBRECIPIENT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after SUBRECIPIENT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly. In no event shall the total amount payable under this Agreement exceed **\$660,914**.

5. 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:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, CA 95403

SUBRECIPIENT: **Catholic Charities of the Diocese of Santa Rosa**
 P.O. Box 4900
 Santa Rosa, CA 95402

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

6. Assignment and Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. 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 SUBRECIPIENT or SUBRECIPIENT's subrecipients, Agencies, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION 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, SUBRECIPIENT shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION without restriction or limitation. SUBRECIPIENT 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 COMMISSION.

8. Operational Changes: SUBRECIPIENT shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. SUBRECIPIENT shall monitor all subcontracted services on a regular basis to ensure contract compliance. SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Subrecipient: The parties intend that SUBRECIPIENT, in performing the services herein specified, shall act as an independent subrecipient and shall have control of the work and the manner in which it is performed. SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: SUBRECIPIENT is required to maintain the insurance specified in Exhibit F, which is attached hereto and incorporated herein by this reference.

12. Indemnification: SUBRECIPIENT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including SUBRECIPIENT, arising out of or in connection with the performance of SUBRECIPIENT hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, SUBRECIPIENT's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of SUBRECIPIENT, subject to SUBRECIPIENT's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SUBRECIPIENT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the SUBRECIPIENT on behalf of the COMMISSION. The SUBRECIPIENT shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

14. Prosecution of Work. The execution of this Agreement shall constitute SUBRECIPIENT'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 SUBRECIPIENT's performance of this Agreement shall be extended by a number of days equal to the number of days SUBRECIPIENT has been delayed.

15. 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 or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners and/or

the Sonoma County Board of Supervisors must authorize all other extra or changed work. Failure of SUBRECIPIENT 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 SUBRECIPIENT shall be entitled to no compensation whatsoever for the performance of such work. SUBRECIPIENT 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 COMMISSION.

16. 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 COMMISSION's right to terminate this Agreement pursuant to Article 4.

17. 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 California Code of Civil Procedure § 1856.

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

18. Reporting: SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

19. Amendments: The COMMISSION or SUBRECIPIENT may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are

executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or SUBRECIPIENT from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and SUBRECIPIENT.

20. Publicity: Any publicity generated by SUBRECIPIENT for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The SUBRECIPIENT shall not comment publicly to the press or any other media regarding data, countywide initiatives, or related actions without the knowledge and consent of the COMMISSION. The SUBRECIPIENT shall not issue any news release or make claims regarding data related to work performed or services performed under this contract or through the COMMISSION without prior review of the contents thereof.

21. Representations of Subrecipient.

21.1 Status of Subrecipient. As noted in paragraph 10, SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, SUBRECIPIENT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

21.2 Taxes. SUBRECIPIENT 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. SUBRECIPIENT agrees to indemnify and hold COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of SUBRECIPIENT's failure to pay, when due, all such taxes and obligations. In case COMMISSION is audited for compliance regarding any withholding or other applicable taxes, SUBRECIPIENT agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.3 Records Maintenance. SUBRECIPIENT 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

COMMISSION for inspection at any reasonable time. SUBRECIPIENT shall maintain such records for a period of five (5) years following completion of work hereunder.

21.4 Conflict of Interest. SUBRECIPIENT 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. SUBRECIPIENT 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 COMMISSION, SUBRECIPIENT 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 COMMISSION disclosing SUBRECIPIENT's or such other person's financial interests.

21.5 Statutory Compliance. SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT 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.

21.7 AIDS Discrimination. SUBRECIPIENT 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.

21.8 Living Wage Requirements. SUBRECIPIENT shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SUBRECIPIENT expressly acknowledges and agrees that this contract 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 Funding Agreement will be considered a material breach and may result in termination of the Funding Agreement or pursuit of other legal or administrative remedies.

21.9 Assignment of Rights. SUBRECIPIENT assigns to COMMISSION 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 SUBRECIPIENT in connection with this Agreement. SUBRECIPIENT agrees to take such actions as are necessary to protect the rights assigned to COMMISSION in this Agreement, and to refrain from taking any action which would impair those rights. SUBRECIPIENT'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 COMMISSION may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COMMISSION. SUBRECIPIENT 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 COMMISSION.

21.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SUBRECIPIENT.

22. Miscellaneous Provisions.

22.1 No Waiver of Breach. The waiver by COMMISSION 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.

22.2 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. SUBRECIPIENT and COMMISSION 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. SUBRECIPIENT and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 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.

22.8. 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.

22.9 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 instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2018.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Margaret Van Vliet, Executive Director

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA
ROSA

By:

Len Marabella, Executive Director

EXHIBIT A
SCOPE OF WORK

1. Services to be Provided

1.1 SUBRECIPIENT Duties

1.1.1. SUBRECIPIENT shall provide services defined and set forth in Exhibit A-I attached hereto and incorporated by this reference.

1.1.2. SUBRECIPIENT shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. SUBRECIPIENT shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. SUBRECIPIENT shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning SUBRECIPIENT and project as appropriate under terms of this Agreement.

1.1.4 SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. SUBRECIPIENT, if a non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

EXHIBIT A-1 SCOPE OF WORK

Organizational Name: Catholic Charities of the Diocese of Santa Rosa

Program Name: Coordinated Entry Project

The Sonoma County Community Development Commission (SCCDC) has awarded Catholic Charities \$393,546 to operate the **Coordinated Entry Project**, located at the Family Support Center, 465 A Street, and the Homeless Service Center, 600 Morgan Street, both in Santa Rosa CA. The Coordinated Entry project is a continuation of the Coordinated Intake Pilot project serving homeless families with children, *and* an expansion to full implementation of Coordinated Entry across Sonoma County and serving all homeless populations. The project will measure two outcomes as project deliverables: (1) Number and percent of all service participants entering either temporary or permanent housing; and (2) number of days in the program prior to entering permanent housing.

Coordinated Entry is a streamlined system for accessing housing, shelter, and services to end homelessness and is required by the U.S. Department of Housing and Urban Development (HUD) for all Continuums of Care (CoC) as stated in 24 CFR 578.7 (a) (8) of the Continuum of Care Program Interim Rule. Coordinated Entry in Sonoma County follows a Housing First approach for all participating projects and prioritizes individuals and families for permanent supportive housing for those with the highest vulnerability and needs. Coordinated Entry is the primary process for assessing severity of needs and ensuring that people can receive assistance in a timely fashion. Utilization of the VI-SPDAT as the standardized assessment tool enables providers to ensure those experiencing homelessness have equal access to housing and resources.

The Sonoma County Continuum of Care's Coordinated Entry System (CES) provides a single front door with multiple access points for individuals and families experiencing homelessness. Coordinated Entry is the primary access point for referrals for permanent supportive housing and rapid re-housing as well as emergency services such as emergency shelter. CES reduces the length of time homeless and promotes individual choice of services and housing across Sonoma County.

The CoC Board shall hold final approval of all CE policies and procedures and will approve annual revisions to Policies and Procedures. The CoC Board will conduct ongoing reviews and assessments of the CE system by reviewing CE data, receiving feedback from CE Subcommittees, and exploring gaps reported by subcommittees.

- Ensure implementation of the VI-SPDAT standard screening tool by walk-in service providers to the greatest extent possible, for enrollment in Coordinated Intake.
- Utilizing the resulting scores from the screening, place the client into appropriate housing or onto the most appropriate housed service wait list, and recommend additional services that will help the client move into housing.

- Build trust and excellent communication among local homeless service providers so that service referrals can be made appropriately and in a timely manner with a high level of acceptance.
- Promote professional and technical capacity within the Coordinated Entry program staff so that homeless clients are directed to the most appropriately targeted type of housed and non-housed service.
- Ensure high data quality and data analysis to support appropriate and timely placement, as well as evaluation and fine-tuning of the program design.
- Effectively partner with access points throughout the County to provide access to the Coordinated Entry Project from anywhere in Sonoma County.
- Support and cooperate with evaluation and adjustment of the program design by homeless service providers, other key stakeholders and homeless clients.

Coordinated Entry staff will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards and specific Coordinated Entry workflows, and will refer all participants to appropriate County, State, and local services. Catholic Charities will participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach. Catholic Charities will provide staff to participate in the ongoing Sonoma County Continuum of Care Coordinated Entry Policy Development meetings and will adhere to the resulting standards as the minimum operational standards for Coordinated Entry.

The number of individuals and households, income demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided through the Coordinated Entry Project will be reported quarterly using the prescribed reporting form. Reimbursement requests will be submitted at least quarterly and will include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

This agreement will begin on July 1, 2018, and will expire on June 30, 2019.

Estimated Unduplicated Numbers to be served by the project:

392	Households with Children	1,069	Households Without Children
392	Adults	1,069	Adults
639	Children		

HMIS Participation

Required Project will be HMIS Service Only setup Not Applicable

- Participant Demographics, Program Entry, Rental Assistance Assessments, Debt Reduction and Sono – Homeless Participant and Rental Assistance TouchPoints

Project Title in HMIS: **Sono – CoC, Coordinated Intake for Individuals, Sono – CoC, Coordinated Intake for Families**

If HMIS is Not Applicable, source of data for reporting

[Click here to enter text.](#)

Non-HMIS documentation to be submitted quarterly:

[Click here to enter text.](#)

Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

Required Not Applicable

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

Required Not Applicable

Verification of At-Risk of Homelessness and Documentation Requirements per ESG Interim Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required Not Applicable

Coordinated Intake Participation

Required Not Applicable (Participants will not meet Homelessness definitions #1 or #2)

Participation in Continuum of Care Program Standards Development and Review

Required Not Applicable Coordinated Intake

Reporting Requirements:

SUBRECIPIENT shall report quarterly on approved COMMISSION formatted template the following data:

1. Unduplicated Individuals and or Households served during the reporting period
2. Race, Ethnicity and Income levels
3. ESG CAPER data entered and meeting data standards
4. Status on the following CDC approved Outcomes

Outcome Number	Outcome Area	Performance Measure or Outcome Indicator Select an Outcome Indicator that you will measure your success against	Project Goal Briefly describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing or Upstream Indicators Choose an item.	Assist homeless families to quickly resolve housing crises	40% of HH's (157 HHs with children) placed in safe housing; 21% of HHs (82 HHs with children) exited directly to permanent housing by resolving homeless crisis.
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing	Assist homeless individuals to quickly resolve housing crises	78% of HH's (883 HHs without children out of 1,069 HHs) placed in safe housing; 21% of HHs (225 HHs without children out of 1,069 HHs) exited directly to permanent housing by resolving homeless crisis.
3		HEARTH / 10 Year Homeless Action Plan Indicators Days to permanent housing exit or Upstream Indicators Choose an item.	Decrease average number of days between program entry and permanent housing placement.	Families: retain 2016-17 performance of average 54 days to permanent housing placement. Individuals: target average 65 days to permanent housing placement.

**EXHIBIT A-2
SCOPE OF WORK**

Organizational Name: Catholic Charities of the Diocese of Santa Rosa

Program Name: Homeless Outreach Service Team

The Sonoma County Community Development Commission (SCCDC) has awarded **Catholic Charities \$180,791** to operate the **Homeless Outreach Service Team (HOST) Project** located at **600 Morgan Street, Santa Rosa CA**. HOST provides outreach to people living in unsheltered locations throughout Sonoma County, linking them to health, mental health, and economic assistance services as well as to Coordinated Entry. Project areas are defined as anywhere unsheltered homeless persons are found, including, but not limited to, waterways, trails, and encampments. Services offered by HOST will facilitate entry into housing and improve the health and well-being of the individual.

Catholic Charities and the HOST team will conduct activities including but not limited to the following:

1) Outreach and Engagement

- a) The completion of vulnerability assessments of unsheltered homeless persons using the VI-SPDAT and entry of that data collected into the Coordinated Entry System (CES) in the Homeless Management Information System (HMIS).
- b) Assist unsheltered homeless persons to complete applications for services (such as health services and economic assistance,) and transport them to shelters, program services, and other points as needed.
- c) Perform well checks of homeless individuals to assess the person's vulnerability to dying outside, and ensure they are both prioritized for, and linked to, appropriate housing in partnership with Coordinated Intake.
- d) Assist unsheltered homeless persons who wish to relocate to safe, permanent housing in another community.
- e) As possible, provide storage for belongings of homeless individuals moved from encampments.
- f) In addition to outreach in "hot spots" within the central corridor of the County from eastern Santa Rosa to western Sebastopol/Graton, and from Healdsburg to Pennngrove/Petaluma, the HOST team will collaborate with local partners to strategically expand services to unsheltered persons in the Guerneville area, and in additional locations that may be identified in the future.
- g) HOST will document when a VI-SPDAT is completed in the Case Management Touchpoints

2) Coordinated Entry and HMIS Data Collection

- a) HOST will engage with unsheltered homeless persons living in the Project area(s), with the goal of connecting persons to services that lead to shelter, housing, and services.
 - i) Of those engaged:
 - (1) HOST will conduct baseline assessments and screen clients using a three-stage process:
 - (a) VI SPDAT Assessment is completed on an individual basis using the Coordinated Entry standardized screening tool
 - (b) HOST staff will complete the HUD Entry Assessment.
 - (c) HOST staff will complete a corresponding case note for each VI-SPDAT completed
 - (d) HOST will provide a written or verbal Notice of Rights to all applicants, participants, beneficiaries, and other interested persons.
 - (i) This notice shall inform individuals of their rights under disability nondiscrimination laws and the applicability of these laws to the CES entity's services, programs, and activities.
 - (ii) To the extent that HOST operates as an entryway into the Coordinated Entry System, staff will provide this notice to all persons engaging with HOST.
 - (2) HOST will submit both Quarterly Reports and weekly written updates in a timely manner to report on the following:
 - (a) the numbers of persons engaged (overall, unduplicated contacts)
 - (b) the number of individuals who have had VI-SPDAT assessments completed (including HUD Assessments and initial case notes)
 - (c) the percentage of individuals who completed an assessment and who moved to shelter or housing
 - (3) During encampment clearing events, at least one mandatory meeting will occur per week from the time the posting of the Notice to Vacate until the time a campsite is closed.
 - (a) HOST will participate in weekly meetings to report on the following:
 - (i) Identification of priorities (e.g. particularly vulnerable population/individual that needs to be assessed);
 - (ii) Coordination of messaging;
 - (iii) To ensure that expectations are clear and obligations are being met;
 - (iv) Address concerns regarding legal requirements;
 - (v) Assess status of efforts (how many people left to place, how many beds available).
 - (4) Data collection efforts should follow all relevant HMIS data quality standards, and Coordinated Entry Policy & Procedures and be recorded in the Case Management Touchpoint

- (a) HMIS reporting will show that Coordinated Entry / HMIS entry occurs within five days of an assessment (program entry) as stated in Exhibit D of this agreement.
- ii) Refer unsheltered homeless persons who complete baseline assessments in the Project Area(s) to Coordinated Entry within five days of data collection.
 - (1) Participants entered into Coordinated Entry will also be referred to appropriate County, State, and local services.

3) Documentation of Iterative Process

- a) Case Management Touchpoint in HMIS should contain case notes on all persons who are entered into Coordinated Entry.
 - i) Upon completion of VI-SPDAT, case notes should note that the individual received a written or verbal Notice of Rights under the Americans with Disabilities Act as well as:
 - (1) Case note documentation of HOST Outreach efforts will show a strategy of progressive interactions describing the iterative process of engagement of homeless individuals.
 - (2) Documentation in all cases should present a description of the efforts made to assist unsheltered homeless persons into shelter and housing, including documentation relating to any Reasonable Accommodation requests.
 - (3) Case note documentation should use the following format:
 - (a) The P.I.R.P format should be used to document the iterative process:
 - (i) Problem - A brief statement on the individual's current challenges which result in homelessness
 - (ii) Intervention - A brief statement of services offered or other interventions attempted
 - (iii) Response - A brief description of the individual's response to services offered or other interventions attempted
 - (iv) Plan - A brief description of a strategy and timeframe for follow-up.

4) Documentation of Reasonable Accommodation Requests, and Enforcement Activities

- a) HOST Field Work team staff should be trained in ADA law and requirements
- b) During outreach and engagement activities as well as during enforcement events, data collection should reflect relevant information on any individual who has made Reasonable Accommodation requests.
 - i) Entry of data related to Reasonable Accommodation requests into the Coordinated Entry System Case Management Touchpoints.
- c) Coordinated Entry Case Management Touchpoints should be updated to show follow-up on efforts made to connect individuals with services in response to Reasonable Accommodation requests.
 - i) In collaboration with Coordinated Entry staff, HOST's focus on identifying reasonable accommodations should support access to not only emergency shelter, but

any transitional housing, rapid re-housing or permanent supportive housing openings that may be appropriate for the participant.

- d) Documentation should record the following:
 - i) The individual's stated disability or need for accommodation
 - ii) The date and type of accommodation(s) requested or considered
 - iii) Whether the request was granted or denied
 - (a) Documentation of an accommodation request should be recorded in the Case Management Touchpoint to reflect the reasons for rejection or allowance.
 - (i) If an Accommodation is allowed, documentation should reflect actions taken toward fulfillment of that request.
 - (ii) In the event of a rejection of an accommodation request, documentation should reflect the reasons for denial and any subsequent actions taken.

5) Documentation of a Refusal of Services

- a) During encampment clearing events, if an individual refuses services HOST may communicate to law enforcement who can assist the individual to leave the area or may cite. (See Attachment A- Enforcement Protocol for a description of Refusal of Services and Reasonable Accommodation requests)
 - i) The documentation of the refusal of services by unsheltered individuals requires the approval of the supervising Catholic Charities employee.
 - (1) Attachment A - Enforcement Protocol describes the reasons for the refusal of services or an inability to reasonably accommodate someone with a disability.

6) Reporting and Communication

- a) HOST staff and the Catholic Charities Director of Shelter and Housing/Assistant Director of Shelter and Housing leadership will meet with COMMISSION staff approximately monthly to discuss progress, challenges, and to report on HOST activity to ensure coordination with COMMISSION priorities
- b) Weekly reports will be provided to the COMMISSION, providing details on outreach efforts and other relevant information.
 - i) HOST will make weekly reports, in consultation with Coordinated Entry staff, to develop and implement a housing and service plan for each client, and to update waitlist prioritization. Catholic Charities will provide data to COMMISSION on HOST Outreach Activities in the following categories:
 - (a) The date of outreach efforts
 - (b) Location of outreach efforts per outreach effort
 - (c) The aggregate number of unsheltered homeless persons encountered per outreach effort
 - (d) The number of VI-SPDAT surveys completed per outreach effort
 - (e) Reasonable Accommodation Requests, and resolution or guidance with regard to those requests.

7) Environmental and Camp Clean-up Activities

- a) Conduct and coordinate abandoned camp clean-ups with Conservation Corps participants.
- b) Coordinate with existing trail and waterway clean-ups conducted by County Departments and sister agencies, such as the Sonoma County Water Agency, the Agriculture Division, and Open Space District to mitigate fire and other hazardous conditions.
- c) Expand proactive outreach efforts to creek and trail areas identified by the Sonoma County Water Agency, Regional Parks, and perhaps other agencies, to locations identified as being negatively impacted by encampments.

8) Staff Training

- a) Catholic Charities shall develop a Process and Procedure document to guide the training of staff to ensure that all outreach staff can engage in the iterative process, to conduct VI-SPDAT assessments, and to enter data into Coordinated and HMIS in a timely and accurate manner
 - i) Catholic Charities is required to ensure the adequate training of the HOST staff for team members to be able to complete the following activities:
 - (1) Conduct VI-SPDAT interviews.
 - (2) Enter VI-SPDAT data into the Coordinated Entry and HMIS systems.
 - (3) Enter case notes into Case Management Touchpoints.
 - (4) Accurately document outreach efforts.
 - (5) Engage in outreach strategies which include the iterative process.
 - (6) Recognize, respond to, and document Reasonable Accommodations requests.

Catholic Charities shall participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach. Catholic Charities shall provide staff to participate in the Sonoma County Continuum of Care Outreach Program Standards development meetings as they are begun, and shall adhere to the resulting standards as the minimum operational standards for the Homeless Outreach Service Team.

The number of individuals and households, income demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided at the HOST Program shall be reported quarterly using the prescribed reporting form. Reimbursement requests shall be submitted at least quarterly and shall include a copy of a General Ledger for the period covered and a Year-to-Date General Ledger.

This agreement will begin on July 1, 2018, and will expire on June 30, 2019.

HMIS Participation

- Required Project will be HMIS Service Only setup Not Applicable
 - Participant Demographics, Program Entry, Rental Assistance Assessments, Debt Reduction and Sono – Homeless Participant and Rental Assistance TouchPoints
- Project Title in HMIS: Sono - CoC, SV HOST Case Management

If HMIS is Not Applicable, the source of data for reporting Click here to enter text.

Non-HMIS documentation to be submitted quarterly:

[Click here to enter text.](#)

Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

Required Not Applicable

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

Required Not Applicable

Verification of At-Risk of Homelessness and Documentation Requirements per ESG Interim Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required Not Applicable

Coordinated Intake Participation

Required Not Applicable

Participation in Continuum of Care Program Standards Development and Review

Required Not Applicable Coordinated Intake

Reporting Requirements:

SUBRECIPIENT shall report quarterly on approved COMMISSION formatted template the following data:

5. Unduplicated Individuals and or Households served during the reporting period
6. Race, Ethnicity and Income levels
7. ESG CAPER data entered and meeting data standards
8. Status on the following CDC approved Outcomes

Outcome Number	Outcome Area	Project Goal	Quantitative Measure
1	<p>Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures</p>	<p>Briefly describe how your project will work towards achieving the specified Outcome Indicator</p> <p>Place unsheltered HOST participants into safe- housing and permanent housing</p>	<p>Identify a numerical increase or decrease for the specified Outcome Indicator</p> <p>30% persons served through HOST's efforts will be placed into safe housing.</p> <p>20% persons served through HOST's efforts will be</p>

Outcome Number	Outcome Area	Project Goal Briefly describe how your project will work towards achieving the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
			placed into permanent housing.
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	Engage unsheltered homeless	80% of persons contacted through HOST's efforts will be engaged in ongoing services.
3	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	Provide access to employment	Coordinate abandoned camp clean-ups to include Conservation Corps participants.
4	Coordinated Entry / HMIS Entry Expectation	Coordinated Entry / HMIS reporting will show that CE/HMIS entry occurs within five days of program entry as stated in Exhibit D of this Agreement	95%

**EXHIBIT A-3
SCOPE OF WORK**

Organizational Name; Catholic Charities
Program Name; Homelessness Diversion

The Sonoma County Community Development Commission (SCCDC) has awarded **Catholic Charities \$86,557** to operate the **Homelessness PDiversion** program, a supportive service offering located at Coordinated Entry sites county-wide, and based at **600 Morgan Street in Santa Rosa California**. The **Homelessness Diversion** program works with persons presenting for Coordinated Entry services to identify solutions other than entering homeless services. It also provides supportive services for persons at-risk of homelessness who seek assistance, but are ineligible for, the Coordinated Entry project. The project will measure two outcomes as project deliverables: the number of participants diverted from homeless services through the Diversion effort; and the number who enter homeless services following diversion.

Services provided by the Homelessness Diversion program may include financial assistance and tailored support services to stabilize low-income families or individuals at imminent risk of homelessness. Financial support may include security deposits, rent and utility payments. Supportive services may also include advocacy with property owners, budgeting, financial literacy education, and credit building. As a result of this project, children and adults will avoid the trauma of homelessness and prevent further pressure on the local shelter system that is struggling with growing wait lists.

Homelessness Prevention/Diversion staff will input client data into a custom Diversion TouchPoint in the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate County, State, and local services. Catholic Charities will adhere to the Sonoma County Continuum of Care Coordinated Entry Program Standards as the minimum operating principles.

The number of households receiving diversion services, income, demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided by the Homeless Prevention program will be reported quarterly using the prescribed reporting form. Reimbursement requests will be submitted at least quarterly and will include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

This agreement will begin on July 1, 2018, and will expire on June 30, 2019.

Estimated Unduplicated Numbers to be served by the project:

- 156 Households**
- 156 Adults**
- NA Children**

HMIS Participation

Required Project will be HMIS Service Only setup Not Applicable

- Participant Demographics, Program Entry, Rental Assistance Assessments, Debt Reduction and Sono – Homeless Participant and Rental Assistance TouchPoint: Name, Date of Birth, Social Security #, and Income Level and Demographics as possible.

Project Title in HMIS: Sono – CoC, Coordinated Entry, Diversion TouchPoint. A custom report will be designed to enable Catholic Charities to report on the outcomes below.

If HMIS is Not Applicable, the source of data for reporting Non-HMIS documentation to be submitted quarterly: [Click here to enter text.](#)

[Click here to enter text.](#)

Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

Required Not Applicable *For Definition #3 homeless.*

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

Required Not Applicable

Verification of At-Risk of Homelessness and Documentation Requirements per ESG Interim Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required Not Applicable

Coordinated Intake Participation

Required Not Applicable (Participants will not meet Homelessness definitions #1 or #2)

Participation in Continuum of Care Program Standards Development and Review

Required Not Applicable Coorinated Intake

Reporting Requirements:

SUBRECIPIENT shall report quarterly on approved COMMISSION formatted template the following data:

9. Unduplicated Individuals and or Households served during the reporting period
10. Race, Ethnicity and Income levels
11. ESG CAPER data entered and meeting data standards
12. Status on the following CDC approved Outcomes

Outcome Number	Outcome Area	Performance Measure or Outcome Indicator Select an Outcome Indicator that you will measure your success against	Project Goal Briefly, describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Housing Stability or Upstream Indicators	Families/Individuals at imminent risk of homelessness will retain housing or avoid entering homeless services.	80 % or 125 of 156
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Returns to homelessness or Upstream Indicators Choose an item.	Diversion participants will not present for homeless services for 12 months following delivery of diversion services.	75% or 117 of 156

EXHIBIT B
FISCAL PROVISIONS AND BUDGET

1. Fiscal Responsibilities. In consideration of the obligations to be performed by SUBRECIPIENT herein, SUBRECIPIENT shall be reimbursed for its actual costs, within the spending plan/paid according to the schedule depicted in Exhibit B-1. Notwithstanding the foregoing, the total amount to be paid to SUBRECIPIENT under the terms of this Agreement shall in no case exceed the sum noted in Section 4 of the Agreement.

1.1. Claiming and Documentation. Subrecipient shall receive reimbursement for its actual expenses by submitting a Subrecipient Reimbursement Request at least quarterly. All costs reported by Subrecipient in its Subrecipient Reimbursement Request, shall be supported by appropriate accounting documentation. The documentation shall establish that COMMISSION is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.2. No Supplantation. Subrecipient must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other private or federal, state, or local government source. No supplantation of program financing by Subrecipient is contemplated or allowed.

1.3. Indirect Cost Rate. Subrecipient is responsible for providing an approved Indirect Cost Rate in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. SUBRECIPIENT must submit an Indirect Cost Rate Proposal to COMMISSION for approval within thirty (30) days following execution of this Agreement unless SUBRECIPIENT has a current negotiated rate letter with another Subrecipient. In such case, SUBRECIPIENT must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without an approved Indirect Cost Rate or the provision of SUBRECIPIENT's cost allocation plan for the Agreement year.

1.4 Financial Records. Subrecipient understands and accepts its obligation to establish and maintain records of all program expenditures.

1.4.1. SUBRECIPIENT shall make available for inspection and audit to representatives of COMMISSION, county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. SUBRECIPIENT shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by COMMISSION.

1.4.2. If it should be determined during the term of this Agreement by the COMMISSION and/or Board of Commissioners that funds are not being utilized by SUBRECIPIENT in accordance with this Agreement, an audit may be ordered of

Subrecipient's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT through this Agreement.

1.4.3. In the event that SUBRECIPIENT terminates its business activities, all records related to this Agreement shall be promptly delivered to COMMISSION by SUBRECIPIENT. SUBRECIPIENT shall be liable for any and all attorneys' fees incurred by COMMISSION in recovering records pursuant to this section.

1.5 Procurement. No procurement is authorized which is not specifically identified and approved herein. No equipment or capital projects are to be financed with this grant.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, SUBRECIPIENT acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by COMMISSION.

2. Transfer of Program Funds/Budget Adjustments. The Community Development Commission Executive Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in Exhibit B-1, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in COMMISSION'S maximum financial obligation as set forth in Section 4 of this Agreement. COMMISSION'S written approval is required prior to the transfer of any program funds between cost categories set forth in the Exhibit B-1.

3. Closeout. Final reimbursement request is due within five (5) days of fiscal year end.

4. Repayment. SUBRECIPIENT is responsible for the repayment of all audit exceptions and disallowances taken by COMMISSION, county, state, or federal agencies related to activities conducted by SUBRECIPIENT under this Agreement.

**EXHIBIT B-1
Budget**

Catholic Charities of the Diocese of Santa Rosa
Coordinated Entry Project

	COC CE	CoC HMIS	CoC CE Expansion	County TOT	Total
Personnel	\$95,513		\$231,583	\$40,000	\$367,098
HMIS Quality Assurance		\$15,000			\$15,000
Administration	\$3,344	0	\$8,106	0	\$11,450
Total	\$98,857	\$15,000	\$239,689	\$40,000	\$393,546

**EXHIBIT B-2
Budget**

Homeless Outreach Service Team (HOST)

	County R&R	CSF	Total
Personnel – Field Work Team Staffing	\$70,000	\$50,791	\$120,791
Transportation/Relocation	\$17,508		\$15,000
Conservation Corps	\$15,000		\$17,508
Technology	\$2,000		\$2,000
Administration	\$25,492		\$25,492.00
Total	\$130,000	\$50,791	\$180,791

**EXHIBIT B-3
Budget**

Homelessness Prevention/Diversion:

	LMIHAF	CSF	Total
Personnel	\$9,831	\$64,322	\$74,153
Administration	\$0	\$12,424	\$12,424
Total	\$9,831	\$76,746	\$86,577

Notes:

1. Final reimbursement request is due by July 10, 2019.

EXHIBIT C
Environmental Standards

Review by COMMISSION staff indicates that the project has an environmental review status of Categorically Excluded. COMMISSION staff has prepared all documentation required by HUD.

EXHIBIT D
Homeless Management Information System (HMIS)

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, SUBRECIPIENT must be in “good standing” in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by SUBRECIPIENT into the COMMISSION’s Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

- A. **HMIS “Good Standing”**: Good Standing is defined as timely data entry, complete and accurate data reflective of the Participant status at Intake, Update and Exit and as defined by the prevailing HMIS Data Standards.
1. **Timely data entry**:
 - a. Unless otherwise approved in writing and attached to this agreement, entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program).
 2. **Accurate and Complete Data**:
 - a. All homeless Participant data for Covered Homeless Organizations (CHO’s) will be entered into the EtO HMIS unless approved in writing and attached to this agreement.
 - b. 95% of all HUD or Sonoma County defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” OR “Data Not Collected” value).
 - c. The EtO Data Validation (DVE) reports (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
 3. **Data Collection Methodology**:
 - a. SUBRECIPIENT shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.
- B. **User Training**: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. **SUBRECIPIENT shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.**
- C. **Required Quarterly Reporting**: SUBRECIPIENT shall utilize data from the following reports as the basis for quarterly report submissions and include with their report submission:
 - a. EtO Data Validation (DVE) report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)
 - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)

- D. HMIS Financial Match and Other Financial Requirement: SUBRECIPIENT agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. SUBRECIPIENT also agrees to provide the Commission with leveraging information within 30 days of request.

- E. Homeless Count Participation: SUBRECIPIENT will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. SUBRECIPIENT will take part in the annual unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other SUBRECIPIENT resources available to support the Count commensurate to the size of the SUBRECIPIENT's homelessness program relative to the overall Sonoma County Continuum of Care program.

- F. Sonoma County Homeless Coordinated Intake Participation: SUBRECIPIENT shall agree to participate in the CI system by referring homeless participants directly to CI for intake, communicating with the CI SUBRECIPIENT about program referral placement and/or reasons for declining participants. Determination of participant referrals will be completed within a timely manner of ten business days or less.

EXHIBIT E
Federal Funding Requirements

1. General Compliance:

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning federal Community Development Block Grant program (CDBG)) and/or Part 576 (the Housing and Urban Development regulations concerning federal Emergency Solutions Grant Program (ESG)), and/or Part 578 (the Housing and Urban Development regulations concerning the federal Continuum of Care (CoC) program), as relevant. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to SUBRECIPIENT under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. SUBRECIPIENT agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

2. Program Income

"Program income" means amounts received by SUBRECIPIENT generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Under the Community Development Block Grant Program (CDBG, 24 CFR 570.503), any program income received by SUBRECIPIENT shall be immediately returned to

COMMISSION. This provision shall survive the termination or expiration of this Agreement.

Under the Emergency Solutions Grant Program, (ESG, 24 CFR 576.3 and 576.201), program income includes any amount of a security or utility deposit returned to SUBRECIPIENT; eligible ESG costs paid by program income shall count toward meeting the COMMISSION'S matching requirements. Financial records of receipt and use of program income must be retained per the records retention policies in paragraph 10(b), Records.

Under the Continuum of Care Program (CoC, 24 CFR 578.97), program income is the income received by the SUBRECIPIENT directly generated by a grant-supported activity. Program income earned during the grant term shall be retained by the SUBRECIPIENT, and used for eligible activities in accordance with 24 CFR 578 Subpart D. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

3. Compliance with Emergency Solutions Grant Program, 24 CFR 576 Subpart E

Per § 576.400 (d), once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG funded program or project within the Continuum of Care's area must use that assessment system.

Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, COMMISSION has developed written standards for providing Emergency Solutions Grant (ESG) assistance and will consistently apply those standards for all program participants. SUBRECIPIENT shall comply with all written standards developed by the Sonoma County Continuum of Care and adopted by the Continuum of Care Board.

Per § 576.400 (f), data on all persons served and all activities assisted under ESG and State ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Specific HMIS requirements are included in Exhibit D.

Per § 576.405 (c), SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

4. Compliance with Continuum of Care Program, 24 CFR 578

Per § 578.23 (c)(9), SUBRECIPIENT must use the coordinated assessment system established by the Continuum of Care. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system, provided that victim service providers use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead.

Per § 578.75 (e), SUBRECIPIENT must conduct an ongoing assessment of the supportive services needed by the participants in the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability.

Per § 578.75 (g), SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the SUBRECIPIENT, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if the SUBRECIPIENT is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions. Each SUBRECIPIENT must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

5. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted contracts and affirmative action shall be taken to ensure equal employment opportunity. SUBRECIPIENT will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

6 Use of Debarred, Suspended or Ineligible SUBRECIPIENTs or SubSUBRECIPIENTs

The SUBRECIPIENT agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any SUBRECIPIENT or subSUBRECIPIENT during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

7. Compliance with 2 CFR Part 200

SUBRECIPIENT shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8. Lobbying Restrictions

SUBRECIPIENT agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. Environmental Standards

The SUBRECIPIENT agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

10. Fair Housing and Equal Opportunity Certifications

SUBRECIPIENT hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to SUBRECIPIENT. This assurance shall obligate SUBRECIPIENT, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b) Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. SUBRECIPIENT shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The SUBRECIPIENT must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the SUBRECIPIENT. SUBRECIPIENT shall develop and implement a LEP policy consistent with the above guidelines and provide the COMMISSION with copies of its LEP Policy.

f) Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities.

Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity.

g) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

h) Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

10. Other Federal Requirements

a) Audit Requirements

SUBRECIPIENT shall comply with audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Specifically, SUBRECIPIENT shall obtain an annual program specific or single audit, as required. SUBRECIPIENT shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within 9 months after the end of the SUBRECIPIENT's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

SUBRECIPIENT agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT, and this Agreement and to maintain said records for a minimum of five (5) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. SUBRECIPIENT further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

If COMMISSION should determine that SUBRECIPIENT is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the SUBRECIPIENT is using funds in accordance with this Agreement, COMMISSION may order an audit of SUBRECIPIENT's books and financial program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay to COMMISSION the full amount of

COMMISSION's liability to the state and/or federal government resulting from such exceptions.

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

c) Conflict of Interest

1. Interest of Members of a City or County: No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

2. Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

3. Interest of SUBRECIPIENT and Employees: SUBRECIPIENT understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, SUBRECIPIENT is a subrecipient of those funds. As such, SUBRECIPIENT further understands that certain Federal laws relating to conflict of interest apply to SUBRECIPIENT, its officers, agents, employees, and constituents; specifically, those laws are contained in 2 CFR Section 200.318.

d) Reversion of Assets

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

e) Political Activity Prohibited

None of the funds, materials, property or services contributed by COMMISSION or SUBRECIPIENT under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

f) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

g) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

Exhibit F
Insurance Requirements for Homeless & Public Service Programs

Catholic Charities shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for Fiscal Year 2018-19 after all funds have been disbursed.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Catholic Charities 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 Catholic Charities 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 Catholic Charities currently has no employees as defined by the Labor Code of the State of California, Catholic Charities 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 either Commercial Excess or Commercial Umbrella Liability Insurance. If Catholic Charities maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Catholic Charities.
- 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. Catholic Charities is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Catholic Charities has a claim against the insurance or is named as a party in any action involving the County.
- d. **The Sonoma County Community Development Commission** and the **County of Sonoma** shall be endorsed as additional insureds for liability arising out of Catholic Charities' ongoing operations. (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between County and Catholic Charities 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 limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Catholic Charities owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Required Evidence of Insurance: Certificate of Insurance.

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: **Coordinated Entry Project/Homeless Outreach Service Team/Homeless Diversion Project.**
- b. Catholic Charities shall submit required Evidence of Insurance prior to the execution of this Agreement. Catholic Charities agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: 1440 Guerneville Road, 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. Catholic Charities shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Catholic Charities' indemnity and other obligations shall not be limited by the foregoing insurance requirements.



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: October 16, 2018

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: Disbursement of Fiscal Year 2018-2019 1st 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 entities for advertising and economic development efforts for FY 2018-2019: Santa Rosa Players DBA 6th Street Playhouse, \$500; Community Action Partnership of Sonoma County for "Rising from the Ashes-Through Community Action" event, \$500; Los Cien Sonoma County Inc., \$500; Sonoma Valley Vintners & Growers Association DBA Sonoma Valley Vintners and Growers Alliance for "2019 Signature Sonoma Valley" event, \$3,500.

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 First District has reviewed applications and wishes to recommend the following FY 2018-2019 grant awards:

- 1.) Santa Rosa Players DBA 6th Street Playhouse for the marketing and promotion of the 18/19 Season of 6th Street Playhouse, \$500;
- 2.) Community Action Partnership of Sonoma County to support marketing and expenses related to the "Rising from the Ashes-Through Community Action" event on November 14th, 2018, \$500;
- 3.) Los Cien Sonoma County Inc., for various events and efforts promoting civic engagement in the Latino community, \$500;
- 4.) Sonoma Valley Vintners & Growers Association DBA Sonoma Valley Vintners and Growers Alliance for the "2019 Signature Sonoma Valley" event May 16-19 2019, \$3,500.

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:

9/18/18: Awarded \$20,500 in FY 2018-2019 Local Events, Organizations, and Economic Development grants for District 1

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	5,000		
Additional Appropriation Requested			
Total Expenditures	5,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	5,000		
Use of Fund Balance			
Contingencies			
Total Sources	5,000		
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: 3
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 565-2241

Supervisorial District(s):

Fourth District

Title: Citizen's Advisory Councils Update and Recommendations

Recommended Actions:

- a. Adopt a resolution authorizing the repurposing of the California American Water Company franchise fees to fund neighborhood improvement projects in the Mark West Area.
- b. Adopt a resolution modifying the Mark West Citizens Advisory Council's Blue Book to include additional advisory authority as needed by the district supervisor and the process of applying for and awarding funds from the California American Water Franchise Fee budget for neighborhood improvement projects.
- c. Adopt a resolution amending the Dry Creek Valley Citizens Advisory Council's Blue Book to include additional advisory authority as needed by the district supervisor and to provide guidance for the Council's conversations when discussing new use permits that include visitor serving agricultural uses, to facilitate the Council's advisory recommendations to the Sonoma County Board of Supervisors and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission.

Executive Summary:

This item will update the policies and procedures contained in the Blue Books for the previously established Dry Creek Valley Citizens Advisory Council and Mark West Area Citizens Advisory Council. The item will also authorize the repurposing of the California American Water Company (Cal-American) franchise fees—which are currently set aside to fund the start-up costs for a Mark West Area community services district that was never formed—to provide funding for neighborhood improvement projects recommended to the Board by the Mark West Area Citizens Advisory Council. This item also provides for additional advisory authority for both the Mark West Citizens Advisory Council and the Dry Creek Valley Citizens Advisory Council.

Discussion:

Sonoma County Municipal and Citizens Advisory Councils: History and Update

The 1987 Windsor Municipal Advisory Council was the first Council established in Sonoma County, and was dissolved upon the incorporation of the Town of Windsor. In 1993, the Sonoma County Board of Supervisors and the Sonoma City Council established the Sonoma Valley Citizens Advisory Commission. The Board of Supervisors established the Dry Creek Valley Citizens Advisory Council in 2012 and the Mark West Area Citizens Advisory Council in 2016. In 2017 the Board of Supervisors established guiding policies and procedures for all Municipal Advisory Councils. In 2018 the Board of Supervisors established the Lower Russian River Municipal Advisory Council, and the Sonoma County Coast Municipal Advisory Council.

Dry Creek Valley Citizens Advisory Council – Blue Book Update

The Dry Creek Valley Citizens Advisory Council provides advisory recommendations on use permits that include ‘visitor serving agricultural uses’ (e.g. tasting rooms, promotional activities or events) in agricultural and resource zones in the Dry Creek Valley watershed to the Sonoma County Board of Supervisors, Permit and Resource Management Department, Board of Zoning Adjustments, and Planning Commission. The recommended changes to the Blue Book provide guidelines for the Dry Creek Valley Citizens Advisory Council’s conversations when evaluating new and modified use permits. Additionally, the recommended changes to the scope of authority would allow for the group to be called upon on an as needed basis to provide advisory support as directed by the district supervisor for various projects (e.g. general plan update).

Mark West Citizens Advisory Council – Blue Book Update

The Mark West Citizens Advisory Council is able to direct a portion of the Cal-American Franchise Fees to fund neighborhood improvement projects. The recommended changes to the Blue Book establish a process for:

- The Mark West Citizens Advisory Council to solicit proposals from the community for Neighborhood Improvement Projects, and recommend projects to the District Supervisor.
- The District Supervisor to review recommendations from the Mark West Citizens Advisory Council, and bring the recommendations to the Board of Supervisors for approval.

The portion of the California American Water Franchise Fees that staff propose be reallocated to fund the neighborhood improvement projects was originally earmarked and set aside to fund the start-up costs for a Mark West Area community services district. When the Board granted the Franchise to Cal-American, the Board declared its intent to pass through a portion of the revenues from the Cal-American franchise fees to fund the formation of a community services district for the Mark West Area. For various reasons, attempts to form the proposed community services district were unsuccessful. However, the pass-through funds from the Cal-American Franchise Agreement that were set aside to fund the proposed Community Services District have never been expended or reprogrammed and currently total approximately \$200,000. The Resolution establishing the Mark West Citizen’s Advisory Council, approved by the Board on June 14 2016, designated powers to make recommendations to the Board to reprogram the pass-through portion of the revenues from the Cal-Am Franchise Agreement. The Resolution attached to this agenda summary as Attachment 7 authorizes the repurposing of the pass-through funds to fund neighborhood improvement projects in the Mark West Area. The proposed Resolution further authorizes and directs the Auditor-Controller-Treasurer-Tax Collector to move the pass-through funds currently deposited in the County’s District Formation Fund to the Mark West Area

Neighborhood Improvement Fund specifically to fund neighborhood improvement projects in the Mark West Area.

Additionally, the recommended changes to the scope of authority would allow for the group to be called upon on an as needed basis to provide advisory support as directed by the district supervisor for various projects (e.g. general plan update).

Prior Board Actions:

- Pre-incorporation, the Board established the now-dissolved Windsor Municipal Advisory Council in 1987 (Resolution No. 87-0139).
- Agreement 98-1281 on 10/6/98; 04-0026 on 1/6/04; 06-0776 on 9/12/06; 14-0086 on 3/11/14).
- On October 20, 2009, the Board adopted Resolution No. 09-0981 approving the terms of a Franchise Agreement between the County of Sonoma and California-American Water Company to allow Cal-American to use County streets to supply water to consumers in the Mark West Area of unincorporated Sonoma County.
- On November 17, 2009, the Board adopted Resolution No. 09-1089 declaring its intent to grant a franchise to California-American Water Company, and to pass a portion of the fees to a yet-to-be-formed community services district for the Mark West Area.
- On December 8, 2009, the Board adopted Ordinance No. 5861 officially granting a franchise to Cal-American.
- The Board created the Dry Creek Valley Citizens Advisory Council in 2012 (Resolution No. 12-0410) and the Mark West Area Citizens Advisory Council in 2016 (Resolution No. 16-0231).

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Goal 4: Civic Services and Engagement is aimed at engaging and encouraging citizen participation in local government, and aligning public services with community needs and desires. Establishing additional guidelines for citizen advisory councils will meet this goal by facilitating greater community engagement and interaction with the Board on matters of local concern.

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:			
<p>The update to the Mark West Community Advisory Committee Blue Book establishes an expenditure program for Franchise Fees collected from the California American Water District. The pass-through funds from the California American Franchise Agreement currently total approximately \$200,000. In past years, the County of Sonoma collected approximately \$40,000 annually from the Franchise Agreement. Due to a portion of the residences being lost in the in Sonoma Complex Fires of October 2017, the revenues are projected to fall to approximately \$26,000 annually through the rebuild process. Appropriations will be requested as necessary when the Board of Supervisors approves projects.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Administrative support for the River MAC shall be provided by staff identified by the District Supervisor, a voluntary agreement, contract, or other means.</p>			
Attachments:			
<p>Attachment 1: Dry Creek Valley Citizens Advisory Council Updated Blue Book Attachment 2: Dry Creek Valley Citizens Advisory Council Blue Book Redlined Against the Prior Version Attachment 3: Resolution Adopting Changes to the Dry Creek Valley Citizens Advisory Council Blue Book Attachment 4: Mark West Valley Citizens Advisory Council Updated Blue Book</p>			

Attachment 5: Mark West Valley Citizens Advisory Council Blue Book Redlined Against the Prior Version
Attachment 6: Resolution Adopting Changes to the Mark West Citizens Advisory Council Blue Book
Attachment 7: Resolution Authorizing Repurposing of the California American Water Company Franchise Fees for Neighborhood Improvement Projects in the Mark West Area

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

**Dry Creek Valley
Citizens Advisory Council
BLUE BOOK**

August 21, 2012

Revised 11-13-2012 (new appointee)

Revised 10-20-2015 (limiting terms to two consecutive terms)

Revised 10-16-18 (Additions to advisory topics, and guidelines for permits with visitor serving agricultural uses)

Table of Contents

MISSION STATEMENT 3
RESOLUTION FORMING THE DRY CREEK CITIZENS ADVISORY COUNCIL 4
EXHIBIT “A” - REFERRAL BOUNDARY 6
EXHIBIT “B” - DRY CREEK VALLEY CITIZENS RULES AND PROCEDURES 7
EXHIBIT “C” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS 9
EXHIBIT “D” - ADMINISTRATIVE ROLES 10
EXHIBIT “E” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY 11
EXHIBIT “F” - SCOPE OF AUTHORITY 12
EXHIBIT “G” - SONOMA COUNTY PLANNING AGENCY 13
EXHIBIT “H” - GUIDELINES FOR DCVCAC DISCUSSIONS: PERMITS 16
WITH VISITOR SERVING AGRICULTURAL USES 16
EXHIBIT “I” - FREQUENTLY ASKED QUESTIONS..... 6

MISSION STATEMENT

The mission of the Dry Creek Valley Citizens Advisory Council (“the DCVCAC ”) is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

The DCVCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Dry Creek Valley.

RESOLUTION FORMING THE DRY CREEK CITIZENS ADVISORY COUNCIL

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

13
Resolution No. 12-0410

ATTEST: **AUG 21 2012**

County of Sonoma
Santa Rosa, CA 95403

VERONICA A. FERGUSON, Clerk/Secretary
BY *Woodson*
DEPUTY CLERK/ASST SECRETARY

Date: August 21, 2012

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Establishing The Dry Creek Valley Citizens Advisory Council And Designating The Territory
Subject To The Jurisdiction Of The Council.**

Whereas, the Dry Creek Valley in unincorporated Sonoma County, with its abundant natural resources, beautiful landscapes, rich agricultural heritage, and fertile alluvial soils, is an ideal environment for world renowned wine grapes, local residents and businesses, and visitors alike; and

Whereas, the County is responsible for local planning in the Dry Creek Valley; and

Whereas, Government Code section 31010 authorizes the Board of Supervisors to establish an advisory council for any unincorporated area in the county to advise the Board on such matters which relate to that area as may be designated by the Board; and

Whereas, the Board of Supervisors desires to establish the Dry Creek Valley Citizens Advisory Council ("the DCVCAC") to advise the Board and other County decision makers on local planning decisions relating to the Dry Creek Valley, to provide a regular forum for citizen participation in the formation of advisory recommendations on those decisions, and to provide a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

Now, Therefore, Be it Resolved that the Board of Supervisors hereby establishes the DCVCAC, subject to the following operative provisions:

1. The boundaries of the territory subject to the jurisdiction of the DCVCAC are shown in Exhibit "A," attached hereto and incorporated herein by this reference ("the DCVCAC Referral Area").
2. The DCVCAC shall consist of five members appointed by the Board of Supervisors. Two members shall be from the Dry Creek Valley Association, two members shall be from the Winegrowers of Dry Creek Valley, and one member shall be from the general public designated by the Fourth District Supervisor. All members shall be registered voters residing within the DCVCAC Referral Area. All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board, with or without cause. The Board of Supervisors shall classify the initial members into two classes, one class consisting of one member from the Dry Creek Valley Association, one member from the Winegrowers of Dry Creek Valley, and the public member, and one class consisting of one member from the Dry Creek Valley Association and one member from the Winegrowers of Dry Creek Valley. The class of three members shall hold office until December 31, 2014, and the class of two members shall hold office until December 31, 2013.

3. The designated powers of the DCVCAC shall be to review and make advisory recommendations on the following three categories of local planning decisions in the DCVCAC Referral Area:

- (a) Use permit applications;
- (b) Rezoning applications; and
- (c) General plan amendment applications.

4. The designated duties of members of the DCVCAC shall be to:

- (a) Attend and participate in meetings of the DCVCAC;
- (b) Study and analyze appropriate material submitted;
- (c) Keep the Fourth District Supervisor informed of any necessary planning-related issues;
- (d) Serve on such subcommittees as may be designated by the DCVCAC;
- (e) Advise applicants of project issues and concerns; and
- (f) Vote on advisory recommendations or motions made by members of the DCVCAC.

5. The rules and procedures for governance of the DCVCAC shall be as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The rules and procedures may be amended or modified only upon the consent of the Board of Supervisors.

6. The County shall cooperate with the DCVCAC through the Permit and Resource Management Department and the Fourth District Supervisor's Office.

7. The establishment of the DCVCAC shall not be submitted to the voters of the Dry Creek Valley watershed.

Be It Further Resolved that the Board of Supervisors hereby authorizes the DCVCAC to contract with an independent contractor for administrative services. The costs for such services shall be shared by the Dry Creek Valley Association and the Winegrowers of Dry Creek Valley.

Supervisors:

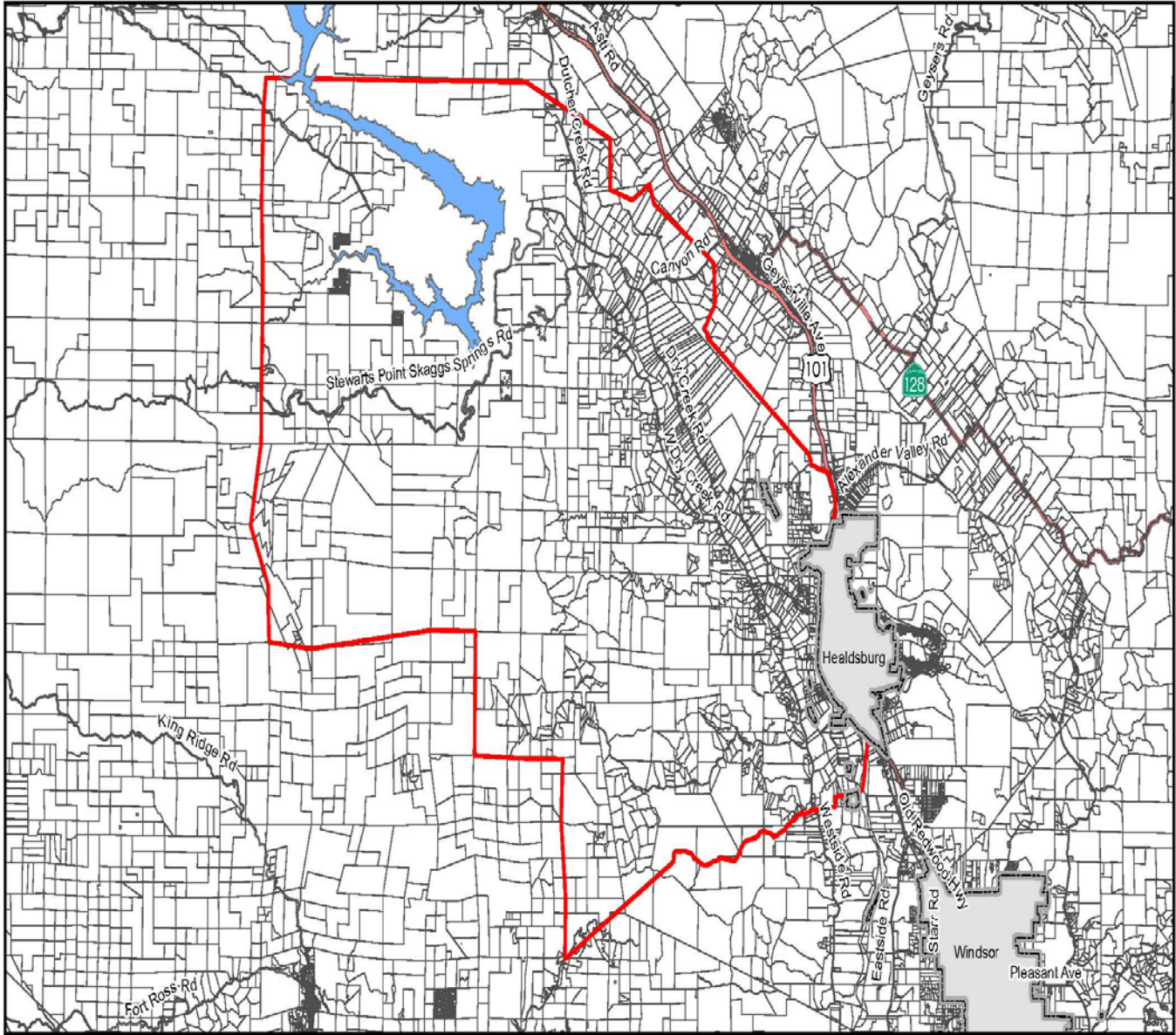
Brown: Aye Rabbitt: Aye McGuire: Aye Carrillo: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

So Ordered.

EXHIBIT "A" - REFERRAL BOUNDARY

Dry Creek Valley Citizens Advisory Council



Note:
 1. Parcel boundaries derived from 1:50000 lidar maps and revised using Assessor Parcel Maps. Alignment inconsistencies occur due to resection.
 2. Data is for planning purposes.
 3. Questions regarding this map and the data herein should be directed to PRMD (707) 565-1900.

0 1.25 2.5 Miles
 1 inch equals 2.5 miles

Legend

Dry Creek Appellation	Assessor Parcel	Highways
City	Lake Sonoma	Main Arterial Streets

County of Sonoma
 Permit and Resource Management Department
 2550 Ventura Avenue, Santa Rosa, California 95403
 707-565-1900 FAX 707-565-1105

Author: PRMD Cartography; D. Reinier File: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Project Review\Dry Creek Valley Citizens Advisory Council.mxd Date: 12/22/2011

EXHIBIT “B” - DRY CREEK VALLEY CITIZENS RULES AND PROCEDURES

I. MEMBERSHIP

A. **Appointment.** The DCVCAC shall consist of five members appointed by the Board of Supervisors. All members shall hold office for a term of two-years or until their successor is appointed and qualified, except that two of the initial members shall serve a one-year initial term. All members shall serve at the pleasure of the Board of Supervisors and shall serve no more than two consecutive terms.

B. **Quorum and Recommendations.** A majority of the members of the DCVCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the DCVCAC shall be valid or binding unless four-fifths of all the members concur therein.

C. **Office.** The principal place of business of the DCVCAC shall be determined by the DCVCAC. At a minimum, there shall be a telephone number where information may be obtained by the public, and a place where the agenda may be publicly posted. This need not be the same place where the DCVCAC itself meets.

D. **Compensation.** Members of the DCVCAC shall serve without compensation.

E. **Vacancies.** In event of the death, resignation, or inability to serve of any member of the DCVCAC, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a four-fifths (4/5) vote of the DCVCAC. If any member of the DCVCAC misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the office of the Fourth District Supervisor, shall be notified and requested to appoint a replacement.

II. MEETINGS

A. **Frequency and location of regular meetings.** There shall normally be one regular meeting of the DCVCAC each month, on a specific, consistent, day of the month, as determined by the chair or a majority of the members of the DCVCAC. The time of the meetings shall be scheduled to maximize assistance to the Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors. All meetings of the DCVCAC shall be held within the Dry Creek Valley area or at a City of Healdsburg facility. All meetings of the DCVCAC shall be in a building easily accessible to the public with facilities to accommodate interested members of the public.

B. **Brown Act.** All meetings and all deliberations of the DCVCAC shall be open to the public and shall be governed by the Brown Act.

C. **Rules of Procedure.** All meetings of the DCVCAC shall be conducted, insofar as practical, according to Roberts Rules of Order or other parliamentary authority adopted by the DCVCAC.

D. **Presiding Officer.** The chair, or the vice chair in the chair's absence, shall preside over all meetings of the DCVCAC. In the case of absence of both the chair and the vice chair, the chair pro tem shall preside.

E. **Agenda.** The chair and the secretary shall be responsible for setting the agenda of each meeting of the DCVCAC. The Fourth District Supervisor shall assign Fourth District staff to attend, as needed. The secretary shall post the agenda for each meeting of the DCVCAC at the Board of Supervisors office at least 72 hours in advance of the meeting.

F. **Voting.** Each member of the DCVCAC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. If more than one member must recuse him/herself on the same item, a quorum will not be established and the item cannot be formally reviewed by the DCVCAC. No proxies shall be permitted. All votes shall be public and properly recorded.

G. **Minutes of Meeting.** The minutes of each meeting of the DCVCAC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the DCVCAC. A copy of the minutes shall be sent to the Fourth District Supervisor and to the Permit and Resource Management Department for consideration by the appropriate decision-making body.

H. **Special Meetings.** Special meetings of the DCVCAC may be called at any time by the Chair or a majority of the members of the DCVCAC. All special meetings shall be conducted in compliance with the Brown Act.

I. **Quorum and Recommendations.** A majority of the members of the DCVCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the DCVCAC shall be valid or binding unless four-fifths of all the members concur therein.

EXHIBIT “C” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS

Background:

The Brown Act, enacted in 1953, is intended to ensure that public bodies engage in their deliberations in a public setting. In essence, the Act requires (1) that the public have some notice of issues to be discussed at a meeting, and (2) that issues pending before a body are not discussed in advance by a majority of the members. This requirement prevents members from reaching a decision prior to a publicly accessible meeting.

Both the California Attorney General and the California League of Cities have prepared booklets to assist local government officials in understanding and complying with the Brown Act. The Attorney General’s guide is available at the following website: <http://ag.ca.gov/publications/#openmeetings>. The Attorney General has created a helpful summary of key Brown Act provisions, which is attached to this explanation. The League of Cities booklet, entitled “Open & Public IV,” can be purchased from the League, and is also available online at www.ci.claremont.ca.us/download.cfm?ID=21498. This booklet includes a number of examples that are useful in determining how the provisions of the Brown Act should be interpreted and applied.

E-Mail Communications:

With the expansion of e-mail and its advantages of convenient, quick communications, many questions have arisen about how the Brown Act and the Public Records Act apply to this communication technology. E-mail should be used with caution: remember, your emails regarding public business are public records. Moreover, emails can result easily in inadvertent violations of the Brown Act.

E-Mail Can Be Used To:

- Distribute meeting minutes, agendas, and drafts of these documents
- Determine member availability for meetings
- To discuss similar administrative issues

E-Mail *May Not* Be Used To:

- Discuss pending issues before the body with a majority of its members.

Note: A member may discuss pending issues with other members outside of public meetings, as long as fewer than a majority engages in the discussion. The danger with email is that it can be forwarded easily; members are warned that they are responsible for limiting the dissemination of information to fewer than a majority of the body.

EXHIBIT “D” - ADMINISTRATIVE ROLES

CHAIR:

- Preside over all regular meetings. Call for and preside over special meetings when necessary.
- Appoint Chair and members of ad hoc committees
- Acts as a liaison between the DCVCAC and the Fourth District Supervisor

VICE-CHAIR:

- Conduct meetings in the absence of the Chair
- Research and report to the DCVCAC any problem areas concerning items on the upcoming agenda
- Keep a master list of contact persons in governmental and private agencies the DCVCAC may find useful

EXHIBIT “E” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY

The DCVCAC shall execute a contract and appoint a Secretary to the DCVCAC the first month of each year. The Secretary, who shall not be an official member of the DCVCAC but an independent contract professional, shall be compensated by the Winegrowers of Dry Creek Valley, at the rate of \$300 per month. The Dry Creek Valley Association and the Winegrowers of Dry Creek Valley each agree to contribute \$1,800 by December 15th of each year toward the compensation. The amount, totaling \$3,600, will be the total compensation for the DCVCAC Secretary.

Administrative Role of Secretary:

(non-member)

- Act as the contact for all potential applicants wanting to present at DCVCAC Meetings
- Prepare, distribute and post agendas for meetings at least 72 hours in advance of the meeting
- Keep minutes of all meetings, specifying the call to order, the attendees, the business conducted and the adjourning time
- Arrange sites for all meetings and confirm all necessary public posting requirements are completed in appropriate timelines
- Assist all DCVCAC members with compliance with the Brown Act
- Prepare and send communications as directed by the Chair
- Notify members of the DCVCAC of special meetings, giving the time, place and reason for meeting
- Keep an up-to-date roster of members of the DCVCAC, giving the name, mailing address, phone and fax numbers and email addressees
- Follow up on recommendations made by the DCVCAC
- Keep a list of items that the DCVCAC has acted upon and report back to the DCVCAC on their progress
- Send copies of the minutes to the Fourth District Supervisor’s Office, the Sonoma County Planning Commission and other appropriate bodies as indicated
- Prepare and store the DCVCAC member name plates

EXHIBIT “F” - SCOPE OF AUTHORITY

The DCVCAC is charged with examining, discussing, and making recommendations regarding Use Permits, Rezoning and General Plan amendment applications within the Dry Creek Valley watershed.

Site Review. All proposed use permits, rezoning applications, and General Plan amendments occurring in the Dry Creek Valley watershed may be visited on-site by any member of the DCVCAC or by an ad-hoc committee, appointed by the DCVCAC chair, consisting of at least two DCVCAC Members. DCVCAC Members will coordinate site visits directly with the applicant or owner.

Ad Hoc Committee Report. Any appointed ad-hoc committee will report to the full DCVCAC at its next regularly scheduled meeting, any recommendations on the proposed permit or General Plan amendments. The applicant or their representative will be expected to attend to make a presentation on their proposal and answer questions from DCVCAC Members and interested community attendees.

DCVCAC Review. The DCVCAC will recommend to the County’s PRMD its 4/5 consensus view after considering the ad-hoc committee’s report and any supplemental information supplied by the project applicant. Should the applicant or their representative not attend the DCVCAC’s review, the DCVCAC may make its recommendation based upon other information supplied by the ad-hoc committee and the County’s PRMD. As with any other project, any DCVCAC Member having a personal or professional relationship with the applicant that would bias the member’s judgment should refrain from participating in the review.

Advisory Recommendation. Minutes of the meeting detailing the DCVCAC’s recommendations will be forwarded by the DCVCAC’s Secretary to the County’s PRMD with a copy to the project applicant.

Advisory Support. The DCVCAC will provide additional advisory support to the District Supervisor as requested.

EXHIBIT “G” - SONOMA COUNTY PLANNING AGENCY

The Planning Agency (Planning Commission and the Board of Zoning Adjustments) serves primarily as the recommending body to the Planning Commission, Board of Zoning Adjustments and Sonoma County Board of Supervisors.

The Planning Agency consists of ten commissioners who are appointed by and serve at the pleasure of the Board of Supervisors. The commissioners rotate sequentially by district every ten months. The chairmanship of each body rotates yearly by district.

The Planning Commission holds public meetings and makes recommendations to the Board of Supervisors concerning updates and amendments to the County’s General Plan and Zoning regulations. The Planning Commission also holds hearings and makes decisions on major subdivisions and mining proposals. There are five members who sit on the Planning Commission with one alternate for each district.

The Board of Zoning Adjustments conducts public hearings and makes decisions on applications for Use Permits, Zoning Variances and Coastal development Permits. There are five members who sit on the Board of Zoning Adjustments with one alternate for each district.

Permit and Resource Management Department

POLICY AND PROCEDURE Number 8-1-10

PURPOSE

The purpose of this policy is to define the circumstances in which the County of Sonoma refers projects and applications to the Dry Creek Valley Citizens Advisory Council (DCVCAC) for comment.

GENERAL

All applications for General Plan Amendments, Rezoning, and Use Permits within the Dry Creek Valley watershed shall be referred to the DCVCAC for review and comment.

AUTHORITY

The Sonoma County Board of Supervisors created the DCVCAC by Resolution #12-0410 to serve as an advisory body on applications for use permits, rezoning and General Plan amendments within the Dry Creek Valley watershed.

PROCEDURE

- A. Following a determination that a proposal is subject to DCVCAC review, the County of Sonoma Planning staff shall deliver or have delivered a copy of the project application, and any available supporting materials to the Chairperson of the DCVCAC.
- B. The chairperson will determine, with the DCVCAC's Secretary, whether to place the project on the next available agenda of the DCVCAC for comment.
- C. If the item is brought to the DCVCAC for comment, it shall be the responsibility of the DCVCAC to prepare and deliver written minutes of the action to the County of Sonoma planning staff in a timely manner so that they may be forwarded to the hearing body at the time of project review.
- D. The hearing body shall consider the comments of the DCVCAC in the course of its review of the project, but the comments shall not be considered binding and the hearing body shall act on the project application as it deems fit.
- E. Project applicants must attend DCVCAC meetings when their project is being heard by the DCVCAC.
- F. Projects referred to the DCVCAC for comment shall be reviewed by the DCVCAC within 45 days after the referral. The failure of the DCVCAC to make an advisory recommendation within 45 days after the referral shall be deemed to mean that the DCVCAC has no recommendation on the project.

- G. This policy does not preclude the County of Sonoma or planning staff from referring issues to the DCVCAC for advice and comment that may not be subject to environmental review as defined by this policy.

RESPONSIBILITIES AND REVIEW

- A. The County of Sonoma is responsible for reviewing this policy no less than every ten years to determine whether it is still representative of the Dry Creek Valley and still an effective review board for the County. Changes may be made by a majority vote of the Board of Supervisors.
- B. The Sonoma County Board of Supervisors will review this policy from time to time, as it deems necessary.

EXHIBIT “H” - GUIDELINES FOR DCVCAC DISCUSSIONS: PERMITS WITH VISITOR SERVING AGRICULTURAL USES

Section 1. Scope

The purpose of this document is to provide a set of definitions and preferred guidelines for use by the Dry Creek Valley Citizens Advisory Council (DCVCAC) in investigating, discussing and considering applications for new use permits that include visitor serving agricultural uses in agricultural and resource zones in the Dry Creek Valley watershed (map attached). The DCVCAC will provide advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission and Board of Supervisors.

These guidelines will help to establish clear expectations, so applicants and neighbors have a basis for more open dialogue and common understanding. The guidelines are a pilot program to assess the value of setting standards locally and will also help to inform future actions by the Board of Supervisors on visitor serving agricultural uses.

Section 2. Goals

1. Support agriculture and related agricultural promotion on a scale that best fits the character of Dry Creek Valley.
2. Establish a set of clearly defined guidelines for use by the Dry Creek Valley Citizens Advisory Council in considering use permits that include new visitor serving agricultural uses.
3. Communicate the guidelines so applicants, neighbors and County representatives have clear expectations and a basis for open dialogue and understanding.
4. Favorably consider new applications where the overall project is substantially consistent with the guidelines.

Section 3. How to Use this Guidance Document

These guidelines are specifically intended to be used in evaluating new use permit applications that request visitor serving agricultural uses (e.g. tasting rooms, promotional activities or events) and for modifications to add visitor serving uses to existing permits that were approved for agricultural processing only.

We recognize that all projects are unique. As such, each will continue to be reviewed on a case-by-case basis considering the specific aspects of the project, property, location, and planned mitigations. The Guidelines provide consistent definitions and a framework for identifying and evaluating important aspects of each project.

There are several categories listed in this document, and for each category, there is associated guidance as to what could be considered appropriate and could contribute to a favorable decision by the DCVCAC. It is not expected that any application would meet each of the preferred guidelines. A less than favorable condition in any one category would not necessarily equate to an overall unfavorable decision. In general, the overall

combination of more and less favorable conditions will be used by CAC members to evaluate the use permit application.

Section 4. Guidelines

Access and Traffic

1. Access to the parcel on public roadways of at least 18 feet in width is preferred for use permits with visitor serving agricultural uses.
2. There is adequate ingress and egress to the property, including adequate site distances to the entrance and distance from crossroads and other driveways. The highest volume of expected visitors can enter and exit the property safely without traffic backup on public roadways.

Site

1. Parcels of at least 20 acres are preferred for use permits with visitor serving agricultural uses.
2. The majority of the usable land is in agriculture, some portion of which is pertinent to the visitor serving agricultural uses. However, it is not the intent to encourage the removal of woodlands or planting of crops on steep hillsides.
3. There is sufficient water on the parcel to support all new visitor serving agricultural uses without negatively impacting neighboring properties.
4. All parking is on-site. There is no parking along public roadways.
5. Parking plans that utilize road easements have the written agreement of all neighbors who share those easements.
6. Parking in vineyard rows and avenues may be inadequate in wet conditions.

Activities and Events

1. All activities and events will promote agricultural products grown or processed in the local area.
2. All activities and events will be hosted by the proprietor, with on-site management by the proprietor's staff. The facility will not be rented out for use by a 3rd party and no rental fees will be charged.
3. New use permits that support the guidelines below will be viewed as more favorable. See Section 6 for the Definitions of Activities and Events Definitions.

Activities and Events	Guidelines
Public and Direct Sales Activities During regular hours	<ul style="list-style-type: none"> • Limited to the Maximum Persons at One Time set in the use permit • Limited to the hours of 10am – 5pm
Direct Sales Activities Outside of regular hours	<ul style="list-style-type: none"> • 50 visitors at one time, or the Maximum Persons at One Time set in the use permit, whichever is less • Maximum of 12 times a year • Maximum of two per month • Limited to the hours of 8am – 10pm
Trade Marketing Activities	<ul style="list-style-type: none"> • Limited to the Maximum Persons at One Time set in the use permit • Limited to the hours of 8am – 10pm
Association Sponsored Events	<ul style="list-style-type: none"> • Up to 15 event days per year • Traffic and parking plans required if Maximum Persons at One Time is exceeded • Limited to the hours of 10am – 5pm
Agricultural Promotional Events	<ul style="list-style-type: none"> • Maximum of 2 days per quarter • Events outside of regular hours limited to 2 event days per year • Limited to the hours of 8am – 10pm

Noise Impact

Noise impact is one of the most complex categories in Use Permits with Visitor Serving Uses. We encourage applicants to pay close attention to the Sonoma County General Plan 2020 Noise Element, particularly Policy NE-1c, when crafting their use permit application. Requests for outdoor amplified music, especially after 5pm, will typically require noise studies and mitigation measures and may not be appropriate for some projects.

1. All noise impact conforms to the Sonoma County Noise Standards as set forth in the General Plan.
2. Applicant has noted the distances in each direction from the visitor serving areas to the neighboring residences and indicated noise mitigations, if necessary. Projects with greater than required distances from property lines and existing residences are more favorable.
3. All outdoor amplified music ends by 9pm.

Food Service

1. Food service is allowed for wine and food pairings and in conjunction with activities and events, however operating as a restaurant is prohibited. More specifically:
 - a. the predominate activity in the tasting room is wine tasting, wine sales and related wine marketing, not dining
 - b. meal service is not available to the general public on a regular basis

- c. no cooked-to-order food is served.
- 2. Catering and commercial kitchens are acceptable, including indoor or outdoor equipment such as stoves, wood-fired ovens and barbecues.
- 3. Wine and food pairing offered to the general public is allowed between the hours of 10am and 5pm. Showcasing site or locally grown foods is encouraged.
- 4. Sale of pre-packaged foods is allowed.
- 5. All food service requires appropriate health permits under existing County regulations.

Facilities

- 1. Visitor serving areas: The area under roof dedicated to public tasting facilities does not exceed 2500 square feet. This does not include outdoor areas or space dedicated to uses such as kitchens, bathrooms, barrel rooms, storage or seated tasting.
- 2. New projects with proposed case production that fits with the scale of existing wineries in the Dry Creek Valley will be viewed favorably. Permitted case production for existing wineries in the Dry Creek Valley ranges from 500 cases to 350,000 annually. Eighty percent of the wineries in Dry Creek Valley fall in the range of 3,600 to 30,000 permitted cases. Larger projects will be considered based on compensating factors such as parcel size, road access and proximity to major highways.
- 3. Facilities are sited to minimize visual impact. Projects with buildings and landscaping that are of an appropriate scale to the area will be considered favorably.
- 4. Nighttime lighting levels are at the minimum necessary to provide for security and safety of the use and users. Exterior lighting that minimizes glare and spillover onto neighboring parcels will be considered favorably.
- 5. Marketing accommodations for private guests are allowed, provided that 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 and no commercial use of private guest accommodations is allowed (i.e. rental fees are not charged).

Local Focus

The community of Dry Creek Valley is dedicated to promoting local agriculture and wine grape processing. Projects that acquire agricultural products grown locally, specifically from Dry Creek Valley and Sonoma County, are preferred.

- 1. New wineries that use at least 75% of grapes from Sonoma County will be viewed favorably.
- 2. Projects that use local foods from Dry Creek Valley and Sonoma County for visitor serving uses and projects that dedicate acreage for diversified agriculture will be viewed favorably.

Concentration

Different areas within the Dry Creek Valley are distinct in terms of concentration of residents, wineries and other developed uses, so it is difficult to establish specific limits. Requests for new use permits that take density into consideration and seek to reduce the impact on nearby existing wineries or residences will be viewed more favorably. Such factors as the proximity to other wineries, residences and intersections will be considered. In general, projects that are not clustered around existing developed uses or are closer to major highways will be viewed as more favorable.

Section 5. Suggested Best Practices

The applicant has met or offered to meet at least once with neighbors to describe and hear reactions to their plans.

1. This includes all neighbors who are likely to be impacted by the project.
2. Best practice suggests that multiple meetings over the course of the planning process are most effective, with one meeting very early in the project before plans are developed in detail.

Section 6. Definitions

Maximum Persons at One Time

The Maximum Persons at One Time is defined in each use permit as the total visitors on the site at one time. This number is set on a case-by-case basis in each use permit using a combination of the following factors:

1. Septic system capacity
2. On-site parking as follows:
 - a. 1 space for each employee
 - b. 1 space for every 2.5 visitors
3. Road access
4. Building occupancy levels as authorized by the Fire Department

Activities

1. **Public Sales Activities** are defined as wine tasting, tours, wine and food educational pairings, seminars and other hospitality related activities supporting the promotion of wine sales that are open to the public.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. Do not require an invitation.
 - c. A fee may be charged.
 - d. May be advertised to consumers.
2. **Direct Sales Activities** are defined as by-invitation activities such as winemaker lunches or dinners, release days or pickup parties designed to promote the sale of agricultural products.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. A fee may be charged.
 - c. Invitations may be issued using such methods as mail, email, websites or social media.
3. **Trade Marketing Activities** are defined as by-invitation activities for staff, trade or distribution partners.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. Are not advertised to the consumers.

Events

1. **Association Sponsored Events** (often referred to as Industry Events) are defined as events sponsored by a recognized organization to promote wine sales and tourism, conducted across multiple sites within a specified geographic area.

- a. Events will meet the requirements and follow the best practices of the association sponsoring the event.
 - b. Have adequate mitigation plans for septic and parking if they exceed the Maximum Persons at One Time limit.
 - c. Parking along public roadways is not allowed.
 - d. Limited to tasting room hours only.
2. **Other Agricultural Promotional Events** are those events that are expected to exceed the Maximum Persons at One Time limit.
- a. Invitations may be issued (using such methods as mail, email, websites or social media).
 - b. Must be explicitly requested in the use permit specifying the number of events annually and the maximum size of each event.
 - c. Require adequate mitigation plans for septic and parking if the visitors expected exceed the Maximum Persons at One Time limit. Parking along public roadways is not allowed.

**EXHIBIT “T” - FREQUENTLY ASKED QUESTIONS
FOR PROJECT APPLICANTS APPEARING BEFORE THE DCVCAC**

Congratulations on appearance before the Dry Creek Valley Citizens Advisory Council (DCVCAC) to discuss your proposed use permit, rezoning application, or request for a General Plan amendment. Your participation can give you important insight into the reaction your project will generate from concerned neighbors and citizens in the Dry Creek Valley.

This guide is intended to help you prepare for your hearing by describing the process, and listing the types of questions you might expect to hear from the DCVCAC. If you have further questions or concerns, please contact the DCVCAC Chair.

What is the DCVCAC?

The DCVCAC is an advisory body formed by the Sonoma County Board of Supervisors. The group is chartered with the following mission statement:

The mission of the DCVCAC (“Council”) is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

The DCVCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Dry Creek Valley.

The three main functions of the DCVCAC are to discuss, review and make recommendations regarding development proposals located in the Dry Creek Valley specifically related to:

- Use permits
- Rezoning Applications
- General Plan Amendments

Who Sits on the DCVCAC?

The Sonoma County Board of Supervisors appoints five members to the DCVCAC: two representatives from the Dry Creek Valley Association (DCVA), two representatives from the Winegrowers of the Dry Creek Valley (WDCV), and one general member designated by the Fourth District Supervisor. The DCVA and the WDVA are the two oldest and largest groups representing residents and property owners in the valley, each have been in existence for over 25 years with more than 150 members each. All appointees are registered voters within the referral area boundary.

In addition, the Fourth District County Planning Commissioner may attend meetings as an ex-officio member. The Planning Commissioner is not eligible to vote at DCVCAC meetings.

The DCVCAC has two officers (Chair and Vice Chair) and one private position (Secretary). The Chair is responsible for conducting meetings and setting the DCVCAC agenda. The Vice Chair supports the Chair in business matters. The Secretary is an independent contract position and is hired and compensated by the DCVCAC. The Secretary is responsible for circulating referrals and correspondence to DCVCAC members, public posting of the meeting agendas, attending the DCVCAC meetings and preparing the minutes of each meeting, as well as maintaining files. Officers serve two year terms, with elections each January. Officers cannot serve more than two consecutive terms.

Why was my Project Selected for Review by the DCVCAC?

The Chair of the DCVCAC, with the assistance of the DCVCAC Secretary, selects projects and application proposals' for review based on his or her judgment of the potential impacts that the project may have on the Dry Creek Valley watershed.

My Plans are only Conceptual at This Point; Should I present them now?

The advantage to appearing before the DCVCAC is when your project is only in the conceptual stage is that you can get a sense of the community's response to your plans before spending a lot of time and money on a full-fledged design.

The disadvantage is that the DCVCAC is more likely to be unwilling to recommend approval of your plans/proposal without seeing more details, so they may ask you to reappear when you have completed your planning. The risk of appearing late in your project planning process is that the DCVCAC may recommend significant changes, or even recommend that your project be denied approval.

For projects that may generate community opposition of concerns, you might consider holding local community/neighborhood meetings before filing for a permit application. Most projects are handled in one hearing; however, it may be to your advantage to return to the DCVCAC for consideration of your revised plan.

What Are the Key Areas of Concern that the DCVAC Members are Likely to Raise?

Concerns will inherently vary, based on the type of project or proposal being reviewed. Often these topics come up during Commissions meetings:

- Traffic generation, particularly along windy and well worn County roads
- Parking
- Event Activity
- Scope of use permits
- Concentration
- Water use
- Sanitation and other matters of health and safety
- Well, septic, drainage and ground water questions
- Noise

- Visual impacts
- Appropriateness of project given zoning and other land use designations
- Preservation of trees and native habitats
- Other environmental impacts

How are DCVCAC Meetings Organized?

The DCVCAC generally meets at 6:00 pm on the third Thursday of each month at the City of Healdsburg Council Chambers, 401 Grove Street, Healdsburg, CA unless there are no items to review. Occasionally, the DCVCAC will re-schedule a meeting on another date or location, if there is a holiday, lack of quorum or meeting conflict. The agendas for the DCVCAC meetings are posted on the bulletin board at City Hall in Healdsburg and also at the bulletin board outside the Clerk of the Board of Supervisors office in Santa Rosa. You may also submit a written request to be sent the agendas to:

Secretary of the DCVCAC
c/o Board of Supervisors 4th District
575 Administration Drive, Room 100A,
Santa Rosa, CA 95403

A regular meeting begins with a roll call and the approval of the minutes, followed by an opportunity for members of the public to address the DCVCAC on matters not otherwise on the agenda.

Typically a series of proposed projects and applications are then reviewed. Finally, the DCVCAC considers administrative issues, and reports from ad hoc committees.

What Procedures Are Followed for the Project Review?

Applicants or the representatives make a brief presentation before the DCVCAC, followed by a period for DCVCAC members to ask questions. The public is then given an opportunity to ask questions and/or comment on the project. The public may also submit written comments on a project prior to the meeting to the Secretary of the DCVCAC at the address noted above or submit them at the DCVCAC meeting.

The Chair will then close the public comment portion of the review, and DCVCAC members will then discuss the project and pass a recommendation. Please note that once the public comment portion of the review is closed, any additional comments or answers to questions from the DCVCAC members should be addressed through the Chair.

Recommendations from the DCVCAC require a 4/5ths vote and are advisory to the Sonoma County land use decision-makers for the project, which is generally the Board of Zoning Adjustments for Use Permits or the Planning Commission and Board of Supervisors for Rezonings and General Plan Amendments.

How Should I Plan my Presentation?

The best presentations begin with a complete application package. DCVCAC members often receive abbreviated project applications from the County, and if there is additional information that you would like them to have, please work with the Council Secretary to get the materials to the DCVCAC members in advance of the meeting.

A concise presentation is often better than a comprehensive one. Assume that the DCVCAC members have reviewed the package of information that describes your project, so your description of the application can be brief. It is helpful to describe exactly what approval you are seeking (i.e. a zoning change or a use permit) and what level of project planning you have completed (is this a conceptual review, or are there well-developed plans?).

Focus on the impacts that your project will have and how you intend to mitigate them. What concerns are neighbors of the project likely to have? Have you notified them of your plans, or held a meeting with them yet?

DCVCAC members will focus on their concerns during the question and answer period, so it is not necessary to try and anticipate and answer every concern in your presentation. If you would like guidance regarding preparation for your appearance, don't hesitate to contact the Chair in advance of the meeting.

How Should I Handle Questions and Comments from the Audience?

During the open comment period, members of the audience will have the opportunity to ask questions and state their opinions about your proposal. We recommend that you answer questions forthrightly and concisely. You should not feel obligated to respond to statements of opinion.

The Chair will help moderate this portion of the hearing. If the project is likely to engender a level of controversy or extensive feedback from the community, the Chair will likely establish guidelines for the public comment period, potentially including time limits for each speaker.

What Happens to the Recommendations Made by the DCVCAC?

The DCVCAC Secretary will capture all aspects of the project review in the meeting minutes. Minutes are distributed to the Sonoma County Fourth District Supervisor and to the County's Planning department.

One of the DCVCAC members appointed by the County is also charged with meeting directly with planning staff to review specific projects. The Sonoma County Planning Commissioner from the Fourth District is usually in attendance to hear discussion of projects, but will not take part in the question period.

I Don't Like the Recommendation Passed by the Council ... Now What?

Please remember that DCVCAC reviews are advisory in nature, and that you can certainly continue seeking approval for your project at the County. However, the DCVCAC strives to reflect the concerns and sense of opinion of the Dry Creek Valley, and you could consider putting this information to good use.

Can you modify your proposal to address the significant concerns raised at the hearing? If you choose to do so, you might also consider asking to appear before the DCVCAC again to review your modified plans.

Dry Creek Valley Citizens Advisory Council BLUE BOOK

August 21, 2012

Revised 11-13-2012 (new appointee)

Revised 10-20-2015 (limiting terms to two consecutive terms)

Revised 10-16-18 (Additions to advisory topics, and guidelines for permits with visitor serving agricultural uses)

Table of Contents

MISSION STATEMENT 3

RESOLUTION FORMING THE DRY CREEK CITIZENS ADVISORY COUNCIL 4

EXHIBIT “A” - REFERRAL BOUNDARY 6

EXHIBIT “B” - DRY CREEK VALLEY CITIZENS RULES AND PROCEDURES 7

EXHIBIT “C” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS 9

EXHIBIT “D” - ADMINISTRATIVE ROLES 10

EXHIBIT “E” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY 11

EXHIBIT “F” - SCOPE OF AUTHORITY..... 12

EXHIBIT “G” - SONOMA COUNTY PLANNING AGENCY 13

EXHIBIT “H” - GUIDELINES FOR DCVCAC DISCUSSIONS: PERMITS 16

WITH VISITOR SERVING AGRICULTURAL USES 16

EXHIBIT “I” - FREQUENTLY ASKED QUESTIONS..... 6

MISSION STATEMENT

The mission of the Dry Creek Valley Citizens Advisory Council (“the DCVCAC ”) is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

The DCVCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Dry Creek Valley.

RESOLUTION FORMING THE DRY CREEK CITIZENS ADVISORY COUNCIL

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

13
Resolution No. 12-0410

ATTEST: **AUG 21 2012**

County of Sonoma
Santa Rosa, CA 95403

VERONICA A. FERGUSON, Clerk/Secretary
BY *Woodson*
DEPUTY CLERK/ASST SECRETARY

Date: August 21, 2012

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Establishing The Dry Creek Valley Citizens Advisory Council And Designating The Territory
Subject To The Jurisdiction Of The Council.**

Whereas, the Dry Creek Valley in unincorporated Sonoma County, with its abundant natural resources, beautiful landscapes, rich agricultural heritage, and fertile alluvial soils, is an ideal environment for world renowned wine grapes, local residents and businesses, and visitors alike; and

Whereas, the County is responsible for local planning in the Dry Creek Valley; and

Whereas, Government Code section 31010 authorizes the Board of Supervisors to establish an advisory council for any unincorporated area in the county to advise the Board on such matters which relate to that area as may be designated by the Board; and

Whereas, the Board of Supervisors desires to establish the Dry Creek Valley Citizens Advisory Council ("the DCVCAC") to advise the Board and other County decision makers on local planning decisions relating to the Dry Creek Valley, to provide a regular forum for citizen participation in the formation of advisory recommendations on those decisions, and to provide a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

Now, Therefore, Be it Resolved that the Board of Supervisors hereby establishes the DCVCAC, subject to the following operative provisions:

1. The boundaries of the territory subject to the jurisdiction of the DCVCAC are shown in Exhibit "A," attached hereto and incorporated herein by this reference ("the DCVCAC Referral Area").
2. The DCVCAC shall consist of five members appointed by the Board of Supervisors. Two members shall be from the Dry Creek Valley Association, two members shall be from the Winegrowers of Dry Creek Valley, and one member shall be from the general public designated by the Fourth District Supervisor. All members shall be registered voters residing within the DCVCAC Referral Area. All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board, with or without cause. The Board of Supervisors shall classify the initial members into two classes, one class consisting of one member from the Dry Creek Valley Association, one member from the Winegrowers of Dry Creek Valley, and the public member, and one class consisting of one member from the Dry Creek Valley Association and one member from the Winegrowers of Dry Creek Valley. The class of three members shall hold office until December 31, 2014, and the class of two members shall hold office until December 31, 2013.

3. The designated powers of the DCVCAC shall be to review and make advisory recommendations on the following three categories of local planning decisions in the DCVCAC Referral Area:

- (a) Use permit applications;
- (b) Rezoning applications; and
- (c) General plan amendment applications.

4. The designated duties of members of the DCVCAC shall be to:

- (a) Attend and participate in meetings of the DCVCAC;
- (b) Study and analyze appropriate material submitted;
- (c) Keep the Fourth District Supervisor informed of any necessary planning-related issues;
- (d) Serve on such subcommittees as may be designated by the DCVCAC;
- (e) Advise applicants of project issues and concerns; and
- (f) Vote on advisory recommendations or motions made by members of the DCVCAC.

5. The rules and procedures for governance of the DCVCAC shall be as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The rules and procedures may be amended or modified only upon the consent of the Board of Supervisors.

6. The County shall cooperate with the DCVCAC through the Permit and Resource Management Department and the Fourth District Supervisor's Office.

7. The establishment of the DCVCAC shall not be submitted to the voters of the Dry Creek Valley watershed.

Be It Further Resolved that the Board of Supervisors hereby authorizes the DCVCAC to contract with an independent contractor for administrative services. The costs for such services shall be shared by the Dry Creek Valley Association and the Winegrowers of Dry Creek Valley.

Supervisors:

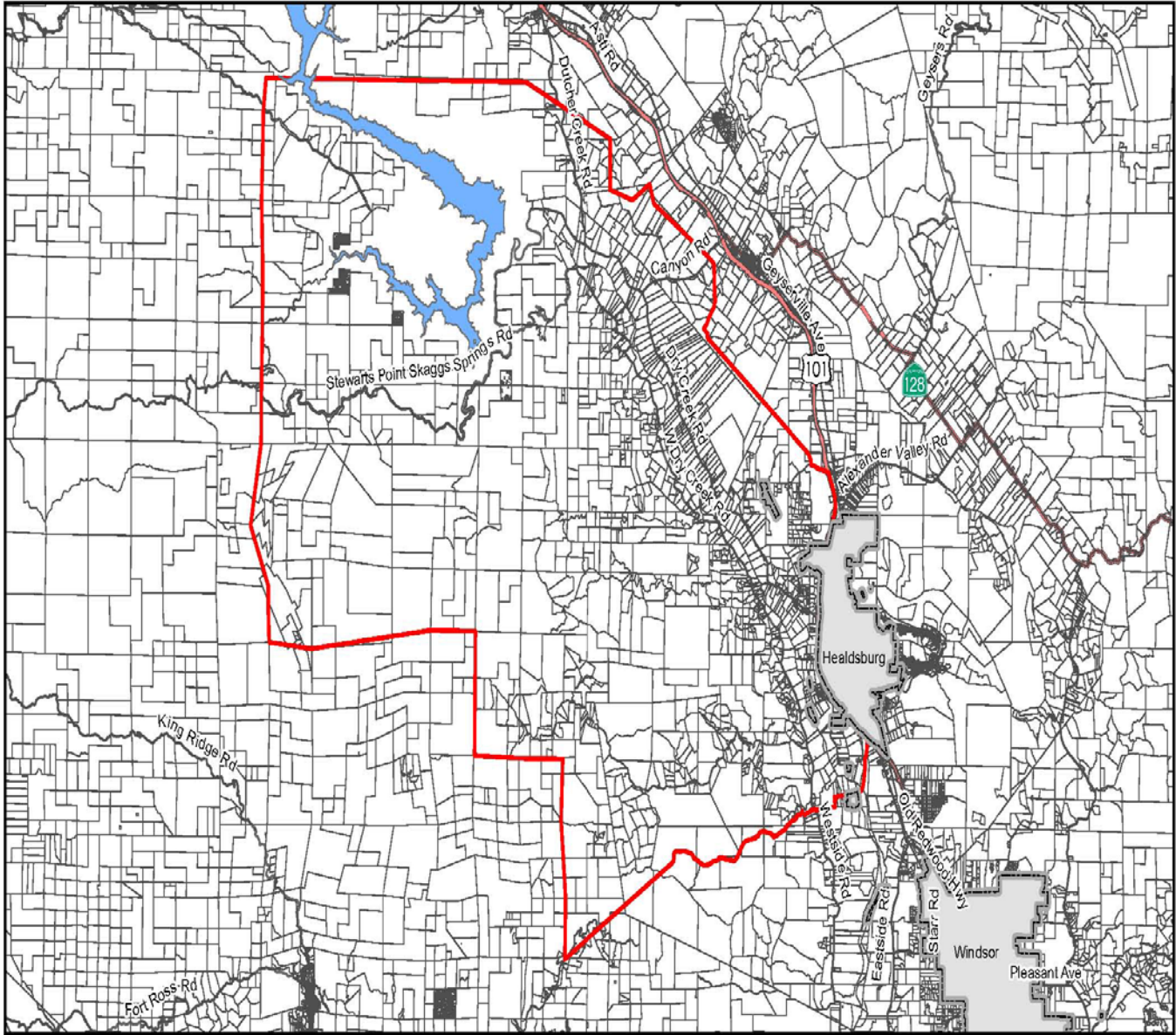
Brown: Aye Rabbitt: Aye McGuire: Aye Carrillo: Aye Zane: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

So Ordered.

EXHIBIT "A" - REFERRAL BOUNDARY

Dry Creek Valley Citizens Advisory Council



Note:
 1. Parcel boundaries derived from 1:50000 lidar maps and revised using Assessor Parcel Maps. Alignment inconsistencies occur due to misprojection.
 2. Data is for planning purposes.
 3. Questions regarding this map and the data herein should be directed to PRMD (707) 565-1900.

0 1.25 2.5 Miles
 1 inch equals 2.5 miles

Legend

Dry Creek Appellation	Assessor Parcel	Highways
City	Lake Sonoma	Main Arterial Streets

County of Sonoma
 Permit and Resource Management Department
 2550 Ventura Avenue, Santa Rosa, California 95403
 707-565-1900 FAX 707-565-1105

Author: PRMD Cartography; D. Reinier File: S:\GIS-DATA\PRMD_BASE\PRMD Department Projects\Project Review\Dry Creek Valley Citizens Advisory Council.mxd Date: 12/22/2011

EXHIBIT “B” - DRY CREEK VALLEY CITIZENS RULES AND PROCEDURES

I. MEMBERSHIP

A. **Appointment.** The DCVCAC shall consist of five members appointed by the Board of Supervisors. All members shall hold office for a term of two-years or until their successor is appointed and qualified, except that two of the initial members shall serve a one-year initial term. All members shall serve at the pleasure of the Board of Supervisors and shall serve no more than two consecutive terms.

B. **Quorum and Recommendations.** A majority of the members of the DCVCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the DCVCAC shall be valid or binding unless four-fifths of all the members concur therein.

C. **Office.** The principal place of business of the DCVCAC shall be determined by the DCVCAC. At a minimum, there shall be a telephone number where information may be obtained by the public, and a place where the agenda may be publicly posted. This need not be the same place where the DCVCAC itself meets.

D. **Compensation.** Members of the DCVCAC shall serve without compensation.

E. **Vacancies.** In event of the death, resignation, or inability to serve of any member of the DCVCAC, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a four-fifths (4/5) vote of the DCVCAC. If any member of the DCVCAC misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the office of the Fourth District Supervisor, shall be notified and requested to appoint a replacement.

II. MEETINGS

A. **Frequency and location of regular meetings.** There shall normally be one regular meeting of the DCVCAC each month, on a specific, consistent, day of the month, as determined by the chair or a majority of the members of the DCVCAC. The time of the meetings shall be scheduled to maximize assistance to the Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors. All meetings of the DCVCAC shall be held within the Dry Creek Valley area or at a City of Healdsburg facility. All meetings of the DCVCAC shall be in a building easily accessible to the public with facilities to accommodate interested members of the public.

B. **Brown Act.** All meetings and all deliberations of the DCVCAC shall be open to the public and shall be governed by the Brown Act.

C. **Rules of Procedure.** All meetings of the DCVCAC shall be conducted, insofar as practical, according to Roberts Rules of Order or other parliamentary authority adopted by the DCVCAC.

D. **Presiding Officer.** The chair, or the vice chair in the chair's absence, shall preside over all meetings of the DCVCAC. In the case of absence of both the chair and the vice chair, the chair pro tem shall preside.

E. **Agenda.** The chair and the secretary shall be responsible for setting the agenda of each meeting of the DCVCAC. The Fourth District Supervisor shall assign Fourth District staff to attend, as needed. The secretary shall post the agenda for each meeting of the DCVCAC at the Board of Supervisors office at least 72 hours in advance of the meeting.

F. **Voting.** Each member of the DCVCAC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. If more than one member must recuse him/herself on the same item, a quorum will not be established and the item cannot be formally reviewed by the DCVCAC. No proxies shall be permitted. All votes shall be public and properly recorded.

G. **Minutes of Meeting.** The minutes of each meeting of the DCVCAC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the DCVCAC. A copy of the minutes shall be sent to the Fourth District Supervisor and to the Permit and Resource Management Department for consideration by the appropriate decision-making body.

H. **Special Meetings.** Special meetings of the DCVCAC may be called at any time by the Chair or a majority of the members of the DCVCAC. All special meetings shall be conducted in compliance with the Brown Act.

I. **Quorum and Recommendations.** A majority of the members of the DCVCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the DCVCAC shall be valid or binding unless four-fifths of all the members concur therein.

EXHIBIT “C” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS

Background:

The Brown Act, enacted in 1953, is intended to ensure that public bodies engage in their deliberations in a public setting. In essence, the Act requires (1) that the public have some notice of issues to be discussed at a meeting, and (2) that issues pending before a body are not discussed in advance by a majority of the members. This requirement prevents members from reaching a decision prior to a publicly accessible meeting.

Both the California Attorney General and the California League of Cities have prepared booklets to assist local government officials in understanding and complying with the Brown Act. The Attorney General’s guide is available at the following website: <http://ag.ca.gov/publications/#openmeetings>. The Attorney General has created a helpful summary of key Brown Act provisions, which is attached to this explanation. The League of Cities booklet, entitled “Open & Public IV,” can be purchased from the League, and is also available online at www.ci.claremont.ca.us/download.cfm?ID=21498. This booklet includes a number of examples that are useful in determining how the provisions of the Brown Act should be interpreted and applied.

E-Mail Communications:

With the expansion of e-mail and its advantages of convenient, quick communications, many questions have arisen about how the Brown Act and the Public Records Act apply to this communication technology. E-mail should be used with caution: remember, your emails regarding public business are public records. Moreover, emails can result easily in inadvertent violations of the Brown Act.

E-Mail Can Be Used To:

- Distribute meeting minutes, agendas, and drafts of these documents
- Determine member availability for meetings
- To discuss similar administrative issues

E-Mail *May Not* Be Used To:

- Discuss pending issues before the body with a majority of its members.

Note: A member may discuss pending issues with other members outside of public meetings, as long as fewer than a majority engages in the discussion. The danger with email is that it can be forwarded easily; members are warned that they are responsible for limiting the dissemination of information to fewer than a majority of the body.

EXHIBIT “D” - ADMINISTRATIVE ROLES

CHAIR:

- Preside over all regular meetings. Call for and preside over special meetings when necessary.
- Appoint Chair and members of ad hoc committees
- Acts as a liaison between the DCVCAC and the Fourth District Supervisor

VICE-CHAIR:

- Conduct meetings in the absence of the Chair
- Research and report to the DCVCAC any problem areas concerning items on the upcoming agenda
- Keep a master list of contact persons in governmental and private agencies the DCVCAC may find useful

EXHIBIT “E” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY

The DCVCAC shall execute a contract and appoint a Secretary to the DCVCAC the first month of each year. The Secretary, who shall not be an official member of the DCVCAC but an independent contract professional, shall be compensated by the Winegrowers of Dry Creek Valley, at the rate of \$300 per month. The Dry Creek Valley Association and the Winegrowers of Dry Creek Valley each agree to contribute \$1,800 by December 15th of each year toward the compensation. The amount, totaling \$3,600, will be the total compensation for the DCVCAC Secretary.

Administrative Role of Secretary:

(non-member)

- Act as the contact for all potential applicants wanting to present at DCVCAC Meetings
- Prepare, distribute and post agendas for meetings at least 72 hours in advance of the meeting
- Keep minutes of all meetings, specifying the call to order, the attendees, the business conducted and the adjourning time
- Arrange sites for all meetings and confirm all necessary public posting requirements are completed in appropriate timelines
- Assist all DCVCAC members with compliance with the Brown Act
- Prepare and send communications as directed by the Chair
- Notify members of the DCVCAC of special meetings, giving the time, place and reason for meeting
- Keep an up-to-date roster of members of the DCVCAC, giving the name, mailing address, phone and fax numbers and email addressees
- Follow up on recommendations made by the DCVCAC
- Keep a list of items that the DCVCAC has acted upon and report back to the DCVCAC on their progress
- Send copies of the minutes to the Fourth District Supervisor’s Office, the Sonoma County Planning Commission and other appropriate bodies as indicated
- Prepare and store the DCVCAC member name plates

EXHIBIT “F” - SCOPE OF AUTHORITY

The DCVCAC is charged with examining, discussing, and making recommendations regarding Use Permits, Rezoning and General Plan amendment applications within the Dry Creek Valley watershed.

Site Review. All proposed use permits, rezoning applications, and General Plan amendments occurring in the Dry Creek Valley watershed may be visited on-site by any member of the DCVCAC or by an ad-hoc committee, appointed by the DCVCAC chair, consisting of at least two DCVCAC Members. DCVCAC Members will coordinate site visits directly with the applicant or owner.

Ad Hoc Committee Report. Any appointed ad-hoc committee will report to the full DCVCAC at its next regularly scheduled meeting, any recommendations on the proposed permit or General Plan amendments. The applicant or their representative will be expected to attend to make a presentation on their proposal and answer questions from DCVCAC Members and interested community attendees.

DCVCAC Review. The DCVCAC will recommend to the County’s PRMD its 4/5 consensus view after considering the ad-hoc committee’s report and any supplemental information supplied by the project applicant. Should the applicant or their representative not attend the DCVCAC’s review, the DCVCAC may make its recommendation based upon other information supplied by the ad-hoc committee and the County’s PRMD. As with any other project, any DCVCAC Member having a personal or professional relationship with the applicant that would bias the member’s judgment should refrain from participating in the review.

Advisory Recommendation. Minutes of the meeting detailing the DCVCAC’s recommendations will be forwarded by the DCVCAC’s Secretary to the County’s PRMD with a copy to the project applicant.

Advisory Support. The DCVCAC will provide additional advisory support to the District Supervisor as requested.

EXHIBIT “G” - SONOMA COUNTY PLANNING AGENCY

The Planning Agency (Planning Commission and the Board of Zoning Adjustments) serves primarily as the recommending body to the Planning Commission, Board of Zoning Adjustments and Sonoma County Board of Supervisors.

The Planning Agency consists of ten commissioners who are appointed by and serve at the pleasure of the Board of Supervisors. The commissioners rotate sequentially by district every ten months. The chairmanship of each body rotates yearly by district.

The Planning Commission holds public meetings and makes recommendations to the Board of Supervisors concerning updates and amendments to the County’s General Plan and Zoning regulations. The Planning Commission also holds hearings and makes decisions on major subdivisions and mining proposals. There are five members who sit on the Planning Commission with one alternate for each district.

The Board of Zoning Adjustments conducts public hearings and makes decisions on applications for Use Permits, Zoning Variances and Coastal development Permits. There are five members who sit on the Board of Zoning Adjustments with one alternate for each district.

Permit and Resource Management Department

POLICY AND PROCEDURE Number 8-1-10

PURPOSE

The purpose of this policy is to define the circumstances in which the County of Sonoma refers projects and applications to the Dry Creek Valley Citizens Advisory Council (DCVCAC) for comment.

GENERAL

All applications for General Plan Amendments, Rezonings, and Use Permits within the Dry Creek Valley watershed shall be referred to the DCVCAC for review and comment.

AUTHORITY

The Sonoma County Board of Supervisors created the DCVCAC by Resolution #12-0410 to serve as an advisory body on applications for use permits, rezoning and General Plan amendments within the Dry Creek Valley watershed.

PROCEDURE

- A. Following a determination that a proposal is subject to DCVCAC review, the County of Sonoma Planning staff shall deliver or have delivered a copy of the project application, and any available supporting materials to the Chairperson of the DCVCAC.
- B. The chairperson will determine, with the DCVCAC's Secretary, whether to place the project on the next available agenda of the DCVCAC for comment.
- C. If the item is brought to the DCVCAC for comment, it shall be the responsibility of the DCVCAC to prepare and deliver written minutes of the action to the County of Sonoma planning staff in a timely manner so that they may be forwarded to the hearing body at the time of project review.
- D. The hearing body shall consider the comments of the DCVCAC in the course of its review of the project, but the comments shall not be considered binding and the hearing body shall act on the project application as it deems fit.
- E. Project applicants must attend DCVCAC meetings when their project is being heard by the DCVCAC.
- F. Projects referred to the DCVCAC for comment shall be reviewed by the DCVCAC within 45 days after the referral. The failure of the DCVCAC to make an advisory recommendation within 45 days after the referral shall be deemed to mean that the DCVCAC has no recommendation on the project.

- G. This policy does not preclude the County of Sonoma or planning staff from referring issues to the DCVCAC for advice and comment that may not be subject to environmental review as defined by this policy.

RESPONSIBILITIES AND REVIEW

- A. The County of Sonoma is responsible for reviewing this policy no less than every ten years to determine whether it is still representative of the Dry Creek Valley and still an effective review board for the County. Changes may be made by a majority vote of the Board of Supervisors.
- B. The Sonoma County Board of Supervisors will review this policy from time to time, as it deems necessary.

EXHIBIT “H” - GUIDELINES FOR DCVCAC DISCUSSIONS: PERMITS WITH VISITOR SERVING AGRICULTURAL USES

Section 1. Scope

The purpose of this document is to provide a set of definitions and preferred guidelines for use by the Dry Creek Valley Citizens Advisory Council (DCVCAC) in investigating, discussing and considering applications for new use permits that include visitor serving agricultural uses in agricultural and resource zones in the Dry Creek Valley watershed (map attached). The DCVCAC will provide advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission and Board of Supervisors.

These guidelines will help to establish clear expectations, so applicants and neighbors have a basis for more open dialogue and common understanding. The guidelines are a pilot program to assess the value of setting standards locally and will also help to inform future actions by the Board of Supervisors on visitor serving agricultural uses.

Section 2. Goals

1. Support agriculture and related agricultural promotion on a scale that best fits the character of Dry Creek Valley.
2. Establish a set of clearly defined guidelines for use by the Dry Creek Valley Citizens Advisory Council in considering use permits that include new visitor serving agricultural uses.
3. Communicate the guidelines so applicants, neighbors and County representatives have clear expectations and a basis for open dialogue and understanding.
4. Favorably consider new applications where the overall project is substantially consistent with the guidelines.

Section 3. How to Use this Guidance Document

These guidelines are specifically intended to be used in evaluating new use permit applications that request visitor serving agricultural uses (e.g. tasting rooms, promotional activities or events) and for modifications to add visitor serving uses to existing permits that were approved for agricultural processing only.

We recognize that all projects are unique. As such, each will continue to be reviewed on a case-by-case basis considering the specific aspects of the project, property, location, and planned mitigations. The Guidelines provide consistent definitions and a framework for identifying and evaluating important aspects of each project.

There are several categories listed in this document, and for each category, there is associated guidance as to what could be considered appropriate and could contribute to a favorable decision by the DCVCAC. It is not expected that any application would meet each of the preferred guidelines. A less than favorable condition in any one category would not necessarily equate to an overall unfavorable decision. In general, the overall

combination of more and less favorable conditions will be used by CAC members to evaluate the use permit application.

Section 4. Guidelines

Access and Traffic

1. Access to the parcel on public roadways of at least 18 feet in width is preferred for use permits with visitor serving agricultural uses.
2. There is adequate ingress and egress to the property, including adequate site distances to the entrance and distance from crossroads and other driveways. The highest volume of expected visitors can enter and exit the property safely without traffic backup on public roadways.

Site

1. Parcels of at least 20 acres are preferred for use permits with visitor serving agricultural uses.
2. The majority of the usable land is in agriculture, some portion of which is pertinent to the visitor serving agricultural uses. However, it is not the intent to encourage the removal of woodlands or planting of crops on steep hillsides.
3. There is sufficient water on the parcel to support all new visitor serving agricultural uses without negatively impacting neighboring properties.
4. All parking is on-site. There is no parking along public roadways.
5. Parking plans that utilize road easements have the written agreement of all neighbors who share those easements.
6. Parking in vineyard rows and avenues may be inadequate in wet conditions.

Activities and Events

1. All activities and events will promote agricultural products grown or processed in the local area.
2. All activities and events will be hosted by the proprietor, with on-site management by the proprietor's staff. The facility will not be rented out for use by a 3rd party and no rental fees will be charged.
3. New use permits that support the guidelines below will be viewed as more favorable. See Section 6 for the Definitions of Activities and Events Definitions.

<u>Activities and Events</u>	<u>Guidelines</u>
<u>Public and Direct Sales Activities During regular hours</u>	<ul style="list-style-type: none"> • <u>Limited to the Maximum Persons at One Time set in the use permit</u> • <u>Limited to the hours of 10am – 5pm</u>
<u>Direct Sales Activities Outside of regular hours</u>	<ul style="list-style-type: none"> • <u>50 visitors at one time, or the Maximum Persons at One Time set in the use permit, whichever is less</u> • <u>Maximum of 12 times a year</u> • <u>Maximum of two per month</u> • <u>Limited to the hours of 8am – 10pm</u>
<u>Trade Marketing Activities</u>	<ul style="list-style-type: none"> • <u>Limited to the Maximum Persons at One Time set in the use permit</u> • <u>Limited to the hours of 8am – 10pm</u>
<u>Association Sponsored Events</u>	<ul style="list-style-type: none"> • <u>Up to 15 event days per year</u> • <u>Traffic and parking plans required if Maximum Persons at One Time is exceeded</u> • <u>Limited to the hours of 10am – 5pm</u>
<u>Agricultural Promotional Events</u>	<ul style="list-style-type: none"> • <u>Maximum of 2 days per quarter</u> • <u>Events outside of regular hours limited to 2 event days per year</u> • <u>Limited to the hours of 8am – 10pm</u>

Noise Impact

Noise impact is one of the most complex categories in Use Permits with Visitor Serving Uses. We encourage applicants to pay close attention to the Sonoma County General Plan 2020 Noise Element, particularly Policy NE-1c, when crafting their use permit application. Requests for outdoor amplified music, especially after 5pm, will typically require noise studies and mitigation measures and may not be appropriate for some projects.

1. All noise impact conforms to the Sonoma County Noise Standards as set forth in the General Plan.
2. Applicant has noted the distances in each direction from the visitor serving areas to the neighboring residences and indicated noise mitigations, if necessary. Projects with greater than required distances from property lines and existing residences are more favorable.
3. All outdoor amplified music ends by 9pm.

Food Service

1. Food service is allowed for wine and food pairings and in conjunction with activities and events, however operating as a restaurant is prohibited. More specifically:
 - a. the predominate activity in the tasting room is wine tasting, wine sales and related wine marketing, not dining
 - b. meal service is not available to the general public on a regular basis

- c. no cooked-to-order food is served.
2. Catering and commercial kitchens are acceptable, including indoor or outdoor equipment such as stoves, wood-fired ovens and barbecues.
3. Wine and food pairing offered to the general public is allowed between the hours of 10am and 5pm. Showcasing site or locally grown foods is encouraged.
4. Sale of pre-packaged foods is allowed.
5. All food service requires appropriate health permits under existing County regulations.

Facilities

1. Visitor serving areas: The area under roof dedicated to public tasting facilities does not exceed 2500 square feet. This does not include outdoor areas or space dedicated to uses such as kitchens, bathrooms, barrel rooms, storage or seated tasting.
2. New projects with proposed case production that fits with the scale of existing wineries in the Dry Creek Valley will be viewed favorably. Permitted case production for existing wineries in the Dry Creek Valley ranges from 500 cases to 350,000 annually. Eighty percent of the wineries in Dry Creek Valley fall in the range of 3,600 to 30,000 permitted cases. Larger projects will be considered based on compensating factors such as parcel size, road access and proximity to major highways.
3. Facilities are sited to minimize visual impact. Projects with buildings and landscaping that are of an appropriate scale to the area will be considered favorably.
4. Nighttime lighting levels are at the minimum necessary to provide for security and safety of the use and users. Exterior lighting that minimizes glare and spillover onto neighboring parcels will be considered favorably.
5. Marketing accommodations for private guests are allowed, provided that 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 and no commercial use of private guest accommodations is allowed (i.e. rental fees are not charged).

Local Focus

The community of Dry Creek Valley is dedicated to promoting local agriculture and wine grape processing. Projects that acquire agricultural products grown locally, specifically from Dry Creek Valley and Sonoma County, are preferred.

1. New wineries that use at least 75% of grapes from Sonoma County will be viewed favorably.
2. Projects that use local foods from Dry Creek Valley and Sonoma County for visitor serving uses and projects that dedicate acreage for diversified agriculture will be viewed favorably.

Concentration

Different areas within the Dry Creek Valley are distinct in terms of concentration of residents, wineries and other developed uses, so it is difficult to establish specific limits. Requests for new use permits that take density into consideration and seek to reduce the impact on nearby existing wineries or residences will be viewed more favorably. Such factors as the proximity to other wineries, residences and intersections will be considered. In general, projects that are not clustered around existing developed uses or are closer to major highways will be viewed as more favorable.

Section 5. Suggested Best Practices

The applicant has met or offered to meet at least once with neighbors to describe and hear reactions to their plans.

1. This includes all neighbors who are likely to be impacted by the project.
2. Best practice suggests that multiple meetings over the course of the planning process are most effective, with one meeting very early in the project before plans are developed in detail.

Section 6. Definitions

Maximum Persons at One Time

The Maximum Persons at One Time is defined in each use permit as the total visitors on the site at one time. This number is set on a case-by-case basis in each use permit using a combination of the following factors:

1. Septic system capacity
2. On-site parking as follows:
 - a. 1 space for each employee
 - b. 1 space for every 2.5 visitors
3. Road access
4. Building occupancy levels as authorized by the Fire Department

Activities

1. **Public Sales Activities** are defined as wine tasting, tours, wine and food educational pairings, seminars and other hospitality related activities supporting the promotion of wine sales that are open to the public.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. Do not require an invitation.
 - c. A fee may be charged.
 - d. May be advertised to consumers.
2. **Direct Sales Activities** are defined as by-invitation activities such as winemaker lunches or dinners, release days or pickup parties designed to promote the sale of agricultural products.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. A fee may be charged.
 - c. Invitations may be issued using such methods as mail, email, websites or social media.
3. **Trade Marketing Activities** are defined as by-invitation activities for staff, trade or distribution partners.
 - a. Will not exceed the Maximum Persons at One Time limit established in the use permit.
 - b. Are not advertised to the consumers.

Events

1. **Association Sponsored Events** (often referred to as Industry Events) are defined as events sponsored by a recognized organization to promote wine sales and tourism, conducted across multiple sites within a specified geographic area.

- a. Events will meet the requirements and follow the best practices of the association sponsoring the event.
- b. Have adequate mitigation plans for septic and parking if they exceed the Maximum Persons at One Time limit.
- c. Parking along public roadways is not allowed.
- d. Limited to tasting room hours only.

2. Other Agricultural Promotional Events are those events that are expected to exceed the Maximum Persons at One Time limit.

- a. Invitations may be issued (using such methods as mail, email, websites or social media).
- b. Must be explicitly requested in the use permit specifying the number of events annually and the maximum size of each event.
- c. Require adequate mitigation plans for septic and parking if the visitors expected exceed the Maximum Persons at One Time limit. Parking along public roadways is not allowed.

**EXHIBIT “T” - FREQUENTLY ASKED QUESTIONS
FOR PROJECT APPLICANTS APPEARING BEFORE THE DCVCAC**

Congratulations on appearance before the Dry Creek Valley Citizens Advisory Council (DCVCAC) to discuss your proposed use permit, rezoning application, or request for a General Plan amendment. Your participation can give you important insight into the reaction your project will generate from concerned neighbors and citizens in the Dry Creek Valley.

This guide is intended to help you prepare for your hearing by describing the process, and listing the types of questions you might expect to hear from the DCVCAC. If you have further questions or concerns, please contact the DCVCAC Chair.

What is the DCVCAC?

The DCVCAC is an advisory body formed by the Sonoma County Board of Supervisors. The group is chartered with the following mission statement:

The mission of the DCVCAC (“Council”) is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Dry Creek Valley.

The DCVCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Dry Creek Valley.

The three main functions of the DCVCAC are to discuss, review and make recommendations regarding development proposals located in the Dry Creek Valley specifically related to:

- Use permits
- Rezoning Applications
- General Plan Amendments

Who Sits on the DCVCAC?

The Sonoma County Board of Supervisors appoints five members to the DCVCAC: two representatives from the Dry Creek Valley Association (DCVA), two representatives from the Winegrowers of the Dry Creek Valley (WDCV), and one general member designated by the Fourth District Supervisor. The DCVA and the WDVA are the two oldest and largest groups representing residents and property owners in the valley, each have been in existence for over 25 years with more than 150 members each. All appointees are registered voters within the referral area boundary.

In addition, the Fourth District County Planning Commissioner may attend meetings as an ex-officio member. The Planning Commissioner is not eligible to vote at DCVCAC meetings.

The DCVCAC has two officers (Chair and Vice Chair) and one private position (Secretary). The Chair is responsible for conducting meetings and setting the DCVCAC agenda. The Vice Chair supports the Chair in business matters. The Secretary is an independent contract position and is hired and compensated by the DCVCAC. The Secretary is responsible for circulating referrals and correspondence to DCVCAC members, public posting of the meeting agendas, attending the DCVCAC meetings and preparing the minutes of each meeting, as well as maintaining files. Officers serve two year terms, with elections each January. Officers cannot serve more than two consecutive terms.

Why was my Project Selected for Review by the DCVCAC?

The Chair of the DCVCAC, with the assistance of the DCVCAC Secretary, selects projects and application proposals' for review based on his or her judgment of the potential impacts that the project may have on the Dry Creek Valley watershed.

My Plans are only Conceptual at This Point; Should I present them now?

The advantage to appearing before the DCVCAC is when your project is only in the conceptual stage is that you can get a sense of the community's response to your plans before spending a lot of time and money on a full-fledged design.

The disadvantage is that the DCVCAC is more likely to be unwilling to recommend approval of your plans/proposal without seeing more details, so they may ask you to reappear when you have completed your planning. The risk of appearing late in your project planning process is that the DCVCAC may recommend significant changes, or even recommend that your project be denied approval.

For projects that may generate community opposition of concerns, you might consider holding local community/neighborhood meetings before filing for a permit application. Most projects are handled in one hearing; however, it may be to your advantage to return to the DCVCAC for consideration of your revised plan.

What Are the Key Areas of Concern that the DCVAC Members are Likely to Raise?

Concerns will inherently vary, based on the type of project or proposal being reviewed. Often these topics come up during Commissions meetings:

- Traffic generation, particularly along windy and well worn County roads
- Parking
- Event Activity
- Scope of use permits
- Concentration
- Water use
- Sanitation and other matters of health and safety
- Well, septic, drainage and ground water questions
- Noise

- Visual impacts
- Appropriateness of project given zoning and other land use designations
- Preservation of trees and native habitats
- Other environmental impacts

How are DCVCAC Meetings Organized?

The DCVCAC generally meets at 6:00 pm on the third Thursday of each month at the City of Healdsburg Council Chambers, 401 Grove Street, Healdsburg, CA unless there are no items to review. Occasionally, the DCVCAC will re-schedule a meeting on another date or location, if there is a holiday, lack of quorum or meeting conflict. The agendas for the DCVCAC meetings are posted on the bulletin board at City Hall in Healdsburg and also at the bulletin board outside the Clerk of the Board of Supervisors office in Santa Rosa. You may also submit a written request to be sent the agendas to:

Secretary of the DCVCAC
 c/o Board of Supervisors 4th District
 575 Administration Drive, Room 100A,
 Santa Rosa, CA 95403

A regular meeting begins with a roll call and the approval of the minutes, followed by an opportunity for members of the public to address the DCVCAC on matters not otherwise on the agenda.

Typically a series of proposed projects and applications are then reviewed. Finally, the DCVCAC considers administrative issues, and reports from ad hoc committees.

What Procedures Are Followed for the Project Review?

Applicants or the representatives make a brief presentation before the DCVCAC, followed by a period for DCVCAC members to ask questions. The public is then given an opportunity to ask questions and/or comment on the project. The public may also submit written comments on a project prior to the meeting to the Secretary of the DCVCAC at the address noted above or submit them at the DCVCAC meeting.

The Chair will then close the public comment portion of the review, and DCVCAC members will then discuss the project and pass a recommendation. Please note that once the public comment portion of the review is closed, any additional comments or answers to questions from the DCVCAC members should be addressed through the Chair.

Recommendations from the DCVCAC require a 4/5ths vote and are advisory to the Sonoma County land use decision-makers for the project, which is generally the Board of Zoning Adjustments for Use Permits or the Planning Commission and Board of Supervisors for Rezonings and General Plan Amendments.

How Should I Plan my Presentation?

The best presentations begin with a complete application package. DCVCAC members often receive abbreviated project applications from the County, and if there is additional information that you would like them to have, please work with the Council Secretary to get the materials to the DCVCAC members in advance of the meeting.

A concise presentation is often better than a comprehensive one. Assume that the DCVCAC members have reviewed the package of information that describes your project, so your description of the application can be brief. It is helpful to describe exactly what approval you are seeking (i.e. a zoning change or a use permit) and what level of project planning you have completed (is this a conceptual review, or are there well-developed plans?).

Focus on the impacts that your project will have and how you intend to mitigate them. What concerns are neighbors of the project likely to have? Have you notified them of your plans, or held a meeting with them yet?

DCVCAC members will focus on their concerns during the question and answer period, so it is not necessary to try and anticipate and answer every concern in your presentation. If you would like guidance regarding preparation for your appearance, don't hesitate to contact the Chair in advance of the meeting.

How Should I Handle Questions and Comments from the Audience?

During the open comment period, members of the audience will have the opportunity to ask questions and state their opinions about your proposal. We recommend that you answer questions forthrightly and concisely. You should not feel obligated to respond to statements of opinion.

The Chair will help moderate this portion of the hearing. If the project is likely to engender a level of controversy or extensive feedback from the community, the Chair will likely establish guidelines for the public comment period, potentially including time limits for each speaker.

What Happens to the Recommendations Made by the DCVCAC?

The DCVCAC Secretary will capture all aspects of the project review in the meeting minutes. Minutes are distributed to the Sonoma County Fourth District Supervisor and to the County's Planning department.

One of the DCVCAC members appointed by the County is also charged with meeting directly with planning staff to review specific projects. The Sonoma County Planning Commissioner from the Fourth District is usually in attendance to hear discussion of projects, but will not take part in the question period.

I Don't Like the Recommendation Passed by the Council ... Now What?

Please remember that DCVCAC reviews are advisory in nature, and that you can certainly continue seeking approval for your project at the County. However, the DCVCAC strives to reflect the concerns and sense of opinion of the Dry Creek Valley, and you could consider putting this information to good use.

Can you modify your proposal to address the significant concerns raised at the hearing? If you choose to do so, you might also consider asking to appear before the DCVCAC again to review your modified plans.



County of Sonoma

State of California

Date: October 16, 2018

Item Number: _____
Resolution Number: _____

Majority Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting An Amendment To The Dry Creek Valley Citizens Advisory Council's Blue Book to Provide Guidance For The Council's Conversations When Discussing New Use Permits That Include Visitor Serving Agricultural Uses, And To Include Additional Advisory Authority.

Whereas, on August 21, 2012, the Board of Supervisors adopted Resolution No. 12-0410 establishing the Dry Creek Citizens Advisory Council in 2012 (Dry Creek Valley CAC);

Whereas, the Dry Creek Valley CAC provides advisory recommendations on use permits that include visitor serving agricultural uses (e.g. tasting rooms, promotion activities or events) in agricultural resource zones in the Dry Creek Valley watershed to the Sonoma County Board of Supervisors, Permit and Resources Management Department, Board of Zoning Adjustments, and Planning Commissioners; and

Whereas, in accordance with the above designated powers, the Dry Creek Valley Citizens Advisory Council developed a process which provides guidance for the Council's conversations when discussing new use permits that include visitor serving agricultural uses; and

Whereas, this amendment to the Dry Creek Valley Citizens Advisory Council's Blue Book facilitates the Council's advisory recommendations to the Sonoma County Board of Supervisors and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission; and

Whereas, the scope of authority of the Dry Creek Valley Citizens Advisory Council should be expanded to include advisory support on an as needed basis when requested by the District Supervisor.

Now, Therefore, Be It Resolved the Board of Supervisors of Sonoma County hereby adopts a resolution approving changes to the Dry Creek Valley Citizens Advisory Council's Blue Book to provide guidance for the Council's conversations when discussing

Resolution #

Date:

Page 2

new use permits that include visitor serving agricultural uses; and

Be It Further Resolved that the Dry Creek Valley Citizens Advisory Council's scope of authority should be expanded to include advisory support on an as needed basis when requested by the District Supervisor.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Mark West
Citizens Advisory Council
BLUE BOOK

June 14, 2016

Revised 10-16-2018 (guidelines for recommending the use of California American Water Franchise Fees)

TABLE OF CONTENTS

EXHIBIT “A” - MISSION STATEMENT..... 3

EXHIBIT “B” - RESOLUTION..... 4

EXHIBIT “C” - REFERRAL AREA BOUNDARY 8

EXHIBIT “D” - RULES AND PROCEDURES 9

EXHIBIT “E” - CONTACT INFORMATION FOR THE COUNCIL..... 11

EXHIBIT “F” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS 12

EXHIBIT “G” - ADMINISTRATIVE ROLES 13

EXHIBIT “H” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY 14

EXHIBIT “I” - NEIGHBORHOOD IMPROVEMENT FUNDING PROGRAM..... 15

EXHIBIT “J” - SCOPE OF AUTHORITY 15

EXHIBIT “K” - SONOMA COUNTY PLANNING AGENCY..... 22

EXHIBIT “L” - FREQUENTLY ASKED QUESTIONS 25

EXHIBIT “A” - MISSION STATEMENT

The mission of the Mark West Citizens Advisory Council (“MWCAC”) is to represent the best interests of the entire community while acting as a bridge for communication between the County and local residents and businesses, and the general public on public health, safety, welfare, and quality of life issues affecting the Mark West area.

Specifically, the MWCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department (PRMD), Board of Zoning Adjustments, Planning Commission, Transportation and Public Works (TPW), and Board of Supervisors (BOS) on the following:

- Applications for use permits, rezonings, and general plan amendments (PRMD)
- Needed transportation and transit improvements or maintenance projects (TPW)
- Allocations of franchise fees in the Mark West Area (TPW)
- Liaise with the Fourth District County Supervisor on community support and outreach for residents in this unincorporated community (BOS)

EXHIBIT "B" - RESOLUTION



County of Sonoma
State of California

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: JUN 14 2016

VERONICA A. FERGUSON, Clerk/Secretary
BY: *V. Ferguson*
DEPUTY CLERK/ASST SECRETARY

Date: June 14, 2016
Item Number: 15
Resolution Number: 16-0231

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Establishing The Mark West Area Citizen's Advisory Council And Designating
The Referral Area Boundary**

Whereas, the Mark West Area in unincorporated Sonoma County, situated in the County's Fourth Supervisorial District, is a vibrant community for local residents and businesses, and visitors alike; and

Whereas, the Mark West Area is a large unincorporated community in Sonoma County which has a larger population than some of the incorporated cities while its sole political representation is the Fourth District Supervisor whose duties include the entire larger District; and

Whereas, the Mark West Area in recent years has been subject to several major development projects without a community forum of formal review and input by its residents and business owners; and

Whereas, the Mark West Area will continue to be subject to significant development pressures due to a heavily impacted housing market, ongoing development of the Sonoma County Airport & Business Park, as well as inception of SMART Train service; and

Whereas, the County is responsible for local land use and development planning, transit, and public works in the Mark West Area; and

Whereas, Government Code section 31010 authorizes the Board of Supervisors to establish and provide funds for a municipal advisory council for any unincorporated area in the county to advise the Board, state, county, city, special district or school district, agency or commission, or any other organization on such matters which relate to that area as may be designated by the Board; and

Whereas, the Board of Supervisors desires to establish the Mark West Area Citizens Advisory

Council ("MWCAC") to advise the Board and other County decision makers on local planning and management decisions relating to the Mark West Area, to provide a regular forum for citizen participation in the formation of advisory recommendations on those decisions, and to provide a bridge for communication between the County and local residents and businesses, and the general public on local government decisions affecting the Mark West Area;

Now, Therefore, Be It Resolved that the Board of Supervisors hereby establishes the MWCAC, subject to the following operative provisions:

1. Referral Area Boundaries - The Referral Area Boundary for projects subject to review of the MWCAC are shown in Exhibit "A," attached hereto and incorporated herein by this reference ("MWCAC Referral Area").

2. Membership - The MWCAC shall consist of five members appointed by the Board of Supervisors. All members must reside within the referral area. Two members shall be nominated by the Mark West Chamber of Commerce; one member shall be nominated by the Mark West School Board; one member shall be nominated by the 4th District Supervisor from the Fulton area, and one member shall be nominated by the 4th District Supervisor to serve "at large." All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. Members can serve for up to two terms (a total of four years). All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board.

The Board of Supervisors shall classify the initial members into two classes: (1) Class A consisting of three members including one member from the chamber, one member from Fulton and the school board member; and, (2) Class B consisting of two members including one at-large member and one member from Chamber of Commerce. Class A of three members shall hold office for an initial term until December 31, 2018, and Class B of two members shall hold office for an initial term until December 31, 2017.

3. Powers - The designated powers of the MWCAC shall be to review and make advisory recommendations, and proactively advocate on the following categories of local planning and project decisions in the MWCAC Referral Area:

- (a) Use permit applications;
- (b) Rezoning applications;
- (c) General plan amendment applications;

- (d) Allocation of franchise fees from CalAm Water;
 - (e) Transit and Public Works needs in the area; and,
 - (e) Planning-related policy issues and future development of the area it perceives to affect the public health, safety, welfare, and quality of life in the MWCAC Referral Area; including but not limited to; public safety, fire protection, transportation facilities, water supply, sewerage, flooding, electric power supply, communications facilities, garbage collection, graffiti, public housing, parks, and other community facilities.
4. Duties - The designated duties of members of the MWCAC shall be to:
- (a) Attend and participate in meetings of the MWCAC;
 - (b) Study and analyze appropriate material submitted;
 - (c) Keep the Fourth District Supervisor informed of any necessary planning-related issues;
 - (d) Serve on such subcommittees as may be designated by the MWCAC;
 - (e) Advise applicants of project issues and concerns; and,
 - (f) Vote on advisory recommendations or motions made by members of the MWCAC.
 - (g) Engage with community members to gauge community sentiment and learn of actual and potential issues confronting the community, and so she or he may raise these matters for the Council's consideration.
5. Rules & Procedures - The rules and procedures for governance of the MWCAC shall be as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The rules and procedures may be amended or modified only upon the consent of the Board of Supervisors.
6. Coordination. All activities of the MWCAC shall be coordinated through the 4th District Supervisor's office. The Department Head for PRMD and TPW shall designate a primary

Resolution #16-0231

Date: June 14, 2016

Page 4

contact person with whom the District Director and the designated representative/secretary for the CAC shall coordinate all referrals, and send copies of minutes and MWCAC recommendations.

7. Establishment - The establishment of the MWCAC shall not be submitted to the voters of the Mark West Area watershed.

Be It Further Resolved that the Board of Supervisors hereby authorizes the MWCAC could investigate the option to pay a nominal fee to a secretary through a yearly disbursement from the CalAm Franchise Fees.

Supervisors:

Gorin: Aye

Rabbitt: Aye

Zane: Aye

Gore: Aye

Carrillo: Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

So Ordered.

EXHIBIT “D” - RULES AND PROCEDURES

I. MEMBERSHIP

A. Appointment. The MWCAC shall consist of five members appointed by the Board of Supervisors as nominated in accord with the Membership clause of Resolution 16-0231.

(2) Mark West Chamber of Commerce

(1) Mark West School Board

(1) Fulton

(1) At Large

B. Quorum and Recommendations. A majority of the members of the MWCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the MWCAC shall be valid or binding unless four-fifths of all the members concur therein.

C. Office. The principal place of business of the MWCAC shall be determined by the MWCAC. At a minimum, there shall be a telephone number where information may be obtained by the public, and a place where the agenda may be publicly posted. This need not be the same place where the MWCAC itself meets.

D. Compensation. Members of the MWCAC shall serve without compensation.

E. Vacancies. In event of the death, resignation, or inability to serve of any member of the MWCAC, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a four-fifths (4/5) vote of the MWCAC. If any member of the MWCAC misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the office of the Fourth District Supervisor, shall be notified and requested to appoint a replacement.

II. MEETINGS

A. Frequency and location of regular meetings. There shall normally be one regular meeting of the MWCAC each month, on a specific, consistent, day of the month, as determined by the chair or a majority of the members of the MWCAC. The time of the meetings shall be scheduled to maximize assistance to the Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, Transportation and Public Works, and Board of Supervisors. All meetings of the MWCAC shall be held within the Mark West area. All meetings of the MWCAC shall be in a building easily accessible to the public with facilities to accommodate interested members of the public.

B. Brown Act. All meetings and all deliberations of the MWCAC shall be open to the public and shall be governed by the Brown Act.

C. Rules of Procedure. All meetings of the MWCAC shall be conducted, insofar as practical, according to Roberts Rules of Order or other parliamentary authority adopted by the MWCAC.

D. Presiding Officer. The chair, or the vice chair in the chair’s absence, shall preside over all meetings of the MWCAC. In the case of absence of both the chair and the vice chair, the chair pro tem shall preside.

E. Agenda. The chair and the secretary shall be responsible for setting the agenda of each meeting of the MWCAC. The Fourth District Supervisor shall assign Fourth District staff to attend, as needed. The secretary shall post the agenda for each meeting of the MWCAC at the Board of Supervisors office at least 72 hours in advance of the meeting.

F. Voting. Each member of the MWCAC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. If more than one member must recuse him/herself on the same item, a quorum will not be established and the item cannot be formally reviewed by the MWCAC. No proxies shall be permitted. All votes shall be public and properly recorded.

G. Minutes of Meeting. The minutes of each meeting of the MWCAC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the MWCAC. A copy of the minutes shall be sent to the Fourth District Supervisor and to the Permit and Resource Management Department for timely consideration by the appropriate decision-making body of any recommendations contained therein.

H. Special Meetings. Special meetings of the MWCAC may be called at any time by the Chair or a majority of the members of the MWCAC. All special meetings shall be conducted in compliance with the Brown Act.

I. Quorum and Recommendations. A majority of the members of the MWCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the MWCAC shall be valid or binding unless four-fifths of all the members concur therein.

EXHIBIT “E” - CONTACT INFORMATION FOR THE COUNCIL

See MWCAC webpage

<http://sonomacounty.ca.gov/Mark-West-Citizens-Advisory-Council/>

EXHIBIT “F” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS

Background:

The Brown Act, enacted in 1953, is intended to ensure that public bodies engage in their deliberations in a public setting. In essence, the Act requires (1) that the public have some notice of issues to be discussed at a meeting, and (2) that issues pending before a body are not discussed in advance by a majority of the members. This requirement prevents members from reaching a decision prior to a publicly accessible meeting.

Both the California Attorney General and the California League of Cities have prepared booklets to assist local government officials in understanding and complying with the Brown Act. The Attorney General’s guide is available at the following website:

<http://ag.ca.gov/publications/#openmeetings>. The Attorney General has created a helpful summary of key Brown Act provisions, which is attached to this explanation. The League of Cities booklet, entitled “Open & Public IV,” can be purchased from the League, and is also available online at www.ci.claremont.ca.us/download.cfm?ID=21498. This booklet includes a number of examples that are useful in determining how the provisions of the Brown Act should be interpreted and applied.

E-Mail Communications:

With the expansion of e-mail and its advantages of convenient, quick communications, many questions have arisen about how the Brown Act and the Public Records Act apply to this communication technology. E-mail should be used with caution: remember, your emails regarding public business are public records. Moreover, emails can result easily in inadvertent violations of the Brown Act.

E-Mail Can Be Used To:

- Distribute meeting minutes, agendas, and drafts of these documents
- Determine member availability for meetings
- To discuss similar administrative issues

E-Mail *May Not* Be Used To:

- Discuss pending issues before the body with a majority of its members.

Note: A member may discuss pending issues with other members outside of public meetings, as long as fewer than a majority engages in the discussion. The danger with email is that it can be forwarded easily; members are warned that they are responsible for limiting the dissemination of information to fewer than a majority of the body.

EXHIBIT “G” - ADMINISTRATIVE ROLES

CHAIR:

- Preside over all regular meetings. Call for and preside over special meetings when necessary.
- Setting the meeting agenda.
- Appoint members of ad hoc committees
- Acts as a liaison between the MWCAC and the Fourth District Supervisor

VICE-CHAIR:

- Conduct meetings in the absence of the Chair
- Research and report to the MWCAC any problem areas concerning items on the upcoming agenda
- Keep a master list of contact persons in governmental and private agencies the MWCAC may find useful

EXHIBIT “H” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY

The MWCAC shall appoint (either through a voluntary agreement or contract) a Secretary to the MWCAC the first month of each year. The MWCAC could investigate the option to pay a nominal fee to a secretary through a yearly disbursement from the CalAm Franchise Fees.

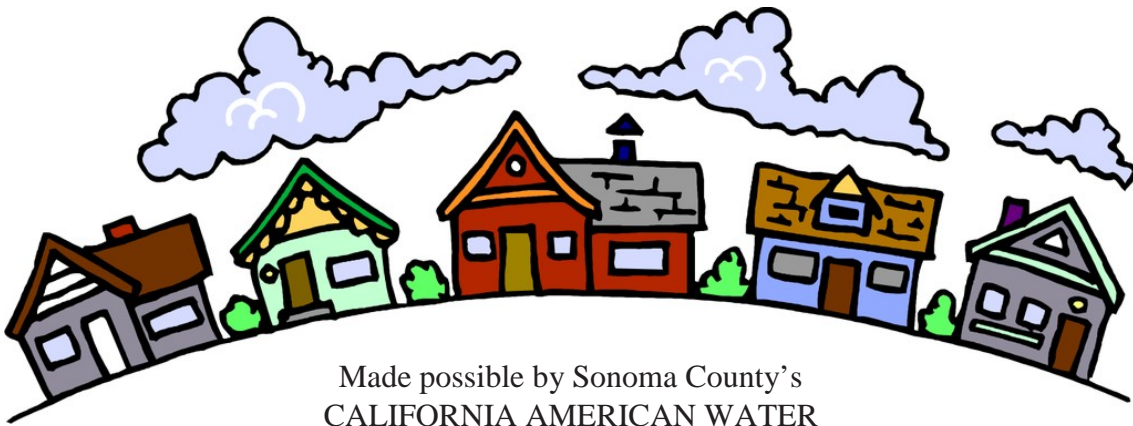
Administrative Role of Secretary: (non-member)

- Act as the contact for all potential applicants wanting to present at MWCAC Meetings
- Prepare, distribute and post agendas for meetings at least 72 hours in advance of the meeting
- Keep minutes of all meetings, specifying the call to order, the attendees, the business conducted and the adjourning time
- Arrange sites for all meetings and confirm all necessary public posting requirements are completed in appropriate timelines
- Assist all MWCAC members with compliance with the Brown Act
- Prepare and send communications as directed by the Chair
- Notify members of the MWCAC of special meetings, giving the time, place and reason for meeting
- Keep an up-to-date roster of members of the MWCAC, giving the name, mailing address, phone and fax numbers and email addressees
- Follow up on recommendations made by the MWCAC
- Keep a list of items that the MWCAC has acted upon and report back to the MWCAC on their progress
- Send copies of the minutes to the Fourth District Supervisor’s Office, the Sonoma County Planning Commission and other appropriate bodies as indicated
- Prepare and store the MWCAC member name plates

EXHIBIT "T" - NEIGHBORHOOD IMPROVEMENT FUNDING PROGRAM

Neighborhood Improvement Funding Program
Mark West Citizen's Advisory Council

Mark West
Larkfield
Wikiup
Fulton



Made possible by Sonoma County's
CALIFORNIA AMERICAN WATER

1. FUNDING PROGRAM

A. Program Overview

The MWCAC's Neighborhood Improvement Funding Program, funded by Cal Am Water franchise fees, supports neighborhood improvement projects in the communities serviced by Cal Am Water—Mark West, Larkfield, Wikiup and parts of Fulton.

Cal American Water Franchise Fees

The California American (Cal Am) Water Franchise Fees were established in 2009 by the Sonoma County Board of Supervisor's (BOS) resolutions below.

- 10/20/09 BOS Resolution No. 09-0981 approved terms of a Franchise Agreement with Cal Am Water
- 11/17/09 BOS Resolution No. 09-1089 declared intent to grant franchise to Cal Am Water
- 12/8/09 BOS Ordinance No. 5861 granted a franchise to Cal Am Water

The franchise fee is paid to the County for the use of "County streets to supply water to consumers in connection with the regulated water system owned and operated by Cal Am in the Mark West-Larkfield-Wikiup area of unincorporated Sonoma County" which includes parts of Fulton.

BOS Resolution No. 09-1089 provides that,

"3. It is the intent of the County to provide a pass-through of a portion of the franchise revenues to a Mark West-Larkfield-Wikiup CSD, subject to the approval of such district by LAFCO and approval of such district by the voters within the proposed district. Pending the formation and approval of the district, the franchise revenues shall be deposited in the County's district formation fund and set aside specifically to reimburse and fund the start-up costs of the district when formed. If the CSD is not formed, the County may use these funds for any other lawful, appropriate uses."

On October 16, 2018, the Board of Supervisors adopted BOS Resolution No. 18-____ finding that the Mark West Area CSD had not been formed and authorizing and directing that the pass-through funds be repurposed to fund neighborhood improvement projects in the Mark West Area. The funds are administered by the Sonoma County Department of Transportation & Public Works within their regular budgeting functions..

B. Eligibility and Criteria

Residents of Mark West, Larkfield, Wikiup and parts of Fulton who are serviced by Cal Am Water are eligible to apply. Projects must identify the benefit(s) to the community, and have a specific timeline with defined steps and costs. Costs must be broken down by line item. Justification will be provided for anticipated costs. For instance, if materials must be purchased the applicant should provide the cost of purchasing those materials at current prices. Funds cannot be used for any "ongoing" costs after the project's completion (examples: maintenance, watering, electricity, etc.) If there are "ongoing" costs to the project, detailed explanations as to how those costs will be met must be included.

C. Project Examples

The intent of the funds is for community benefit projects with a onetime cost. Community benefit projects are projects that increase neighborhood pride and identity such as community gardens, bicycle racks, picnic tables, benches, signage, curb appeal enhancements, etc. The MWCAC approves the proposals for funding and encourages residents to look around their neighborhoods for projects that all residents can enjoy and be proud of. (Previously funded project: Fulton "Welcome" signs.)

D. Community Involvement

A group of three or more active and involved residents in Mark West, Larkfield, Wikiup and Cal Am Water customers in Fulton can apply for the Neighborhood Improvement funds.

E. Project Design

Projects must be detailed and include site specific drawings, photographs, maps and any other supporting documentation that would assist the MWCAC's understanding of the project. The application must demonstrate that the project will meet all local, state and federal codes.

2. FUNDING APPLICATION PROCESS

A. How to Apply

Complete the application form and deliver to any MWCAC monthly meeting or email to: MWCAC Secretary, Aggie Maggio aggiemaggio@icloud.com.

B. Application Submission Dates

Applications are accepted by the MWCAC 4 times a year on the dates below. If the date falls on a weekend or holiday, the application should be submitted the following business day.

- June 1st
- September 1st
- December 1st
- March 1st

C. Application Review and Approval

Within three months of submission date the MWCAC will review and select projects to be considered by the Board of Supervisors. This review process will include discussions with the County to determine the proper procurement methods for the project. Once the projects are reviewed they will be considered by the Board. If the Board approves a project the applicant will receive a notice to proceed in writing from the secretary of the MWCAC.

D. Funding or Reimbursement

Funds can be distributed before or after a project is built.

1. If funding is requested prior to building:
 - a. After the Board of Supervisors approves the project, the applicant may be awarded funding for construction. The amount should be consistent with the costs detailed in the application. Once the project is complete, the applicant will submit all receipts to be reviewed by the MWCAC. The applicant will also return any unused funds. If the use of funds is inconsistent with the application the MWCAC may request reimbursement from the applicant.
2. If funding is reimbursed:
 - a. After receiving and confirming all project expenditures the MWCAC will submit the project for payment (payable to the designated neighborhood contact person/leader or vendor).

10. Project Scope of Work (detailed explanation of the project steps):

11. Project Timeline:

12. Amount of Funds Required:

13. Summary of Project Costs (attach a spreadsheet with a line item for each costs, which includes permit costs, the unit costs of materials, the amount of each material, labor costs, and a justification for each figure):

14. Are there ongoing costs to the project such as maintenance or repairs? If so, please explain how these costs will be financed.

15. What is the lifetime of the project? Will it have to be removed or replaced after its lifetime? Who will maintain responsibility?

EXHIBIT “J” - SCOPE OF AUTHORITY

The Mark West Area Citizens Advisory Council (MWCAC) is charged with examining, discussing, and making recommendations regarding Use Permits, Rezoning and General Plan amendment applications within the Mark West Area. Additionally, they will make annual recommendations on allocations of the CalAm Franchise Fees, and advise the 4th District Supervisor on Transit and Public Works priorities.

The MWCAC is additionally authorized to pro-actively advocate for policies and projects it perceives as necessary to resolve potential and actual issues confronting the community or to improve the quality of life of the community. In so doing it is further granted the authority to solicit, apply for and accept funding from sources outside of the County budget whether by grants or private donation. Such funds shall be accounted for separately from the Franchise Fee funds and shall be tracked and reported to assure they are allocated to the designated purpose.

Site Review. All proposed use permits, rezoning applications, and General Plan amendments occurring in the Mark West Area watershed may be visited on-site by any member of the MWCAC or by an ad-hoc committee, appointed by the MWCAC chair, consisting of at least two MWCAC Members. MWCAC Members will coordinate site visits directly with the applicant or owner.

Ad Hoc Committee Report. Any appointed ad-hoc committee will report to the full MWCAC at its next regularly scheduled meeting. The applicant or their representative will be expected to attend to make a presentation on their proposal and answer questions from MWCAC Members and interested community attendees.

MWCAC Review. The MWCAC will recommend to the County’s PRMD its 4/5 consensus view after considering the ad-hoc committee’s report and any supplemental information supplied by the project applicant. Should the applicant or their representative not attend the MWCAC’s review, the MWCAC may make its recommendation based upon other information supplied by the ad-hoc committee and the County’s PRMD. As with any other project, any MWCAC Member having a personal or professional relationship with the applicant that would bias the member’s judgment should refrain from participating in the review.

Advisory Recommendation. Minutes of the meeting detailing the MWCAC’s recommendations will be forwarded by the MWCAC’s Secretary to the County’s PRMD with a copy to the project applicant.

Advisory Support. The Mark West Citizens Advisory Council will provide additional advisory support to the District Supervisor as requested.

Mark West Springs area use of Cal Am franchise fees. Annually, the County collects approximately \$40,000 in franchise fees from CalAm for services provided in the Mark West Springs area. The MWCAC shall consider the available funds and may make recommendations for the expenditure of these funds, within the following guidelines:

1. In December of each year, the Department of Transportation and Public Works shall provide the MWCAC with an estimate of available funds effective the beginning of the next fiscal year.
2. The annual recommendation for the use of funds is due from the MWCAC by March 1, and should be submitted to the Department of Transportation and Public Works, for inclusion in the annual budget.

3. Recommendations shall be within the available fund balance, and shall be for one-time expenditures that benefit the Mark West Springs Community. These funds are not available for on-going maintenance, and any recommendations that create an on-going maintenance need must include a commitment of funding from another source to support the on-going maintenance.
4. Recommendations will be included in the annual recommended budget submitted by Transportation and Public Works.
5. Funds may be accumulated over time to accomplish larger projects.

EXHIBIT “K” - SONOMA COUNTY PLANNING AGENCY

The Planning Agency (Planning Commission and the Board of Zoning Adjustments) serves primarily as the recommending body to the Planning Commission, Board of Zoning Adjustments and Sonoma County Board of Supervisors.

The Planning Agency consists of ten commissioners who are appointed by and serve at the pleasure of the Board of Supervisors. The commissioners rotate sequentially by district every ten months. The chairmanship of each body rotates yearly by district.

The Planning Commission holds public meetings and makes recommendations to the Board of Supervisors concerning updates and amendments to the County’s General Plan and Zoning regulations. The Planning Commission also holds hearings and makes decisions on major subdivisions and mining proposals. There are five members who sit on the Planning Commission with one alternate for each district.

The Board of Zoning Adjustments conducts public hearings and makes decisions on applications for Use Permits, Zoning Variances and Coastal development Permits. There are five members who sit on the Board of Zoning Adjustments with one alternate for each district.

PURPOSE

The purpose of this policy is to define the circumstances in which the County of Sonoma refers projects and applications to the Mark West Citizens Advisory Council (MWCAC) for comment.

GENERAL

All applications for General Plan Amendments, Rezoning, and Use Permits within the Mark West Area as shown on the attached Exhibit A shall be referred to the MWCAC for review and comment.

AUTHORITY

The Sonoma County Board of Supervisors created the MWCAC by Resolution No. 16-0231 to serve as an advisory body on applications for use permits, rezoning and General Plan amendments within the Mark West Area.

PROCEDURE

- A. Following a determination that a proposal is subject to MWCAC review, the County of Sonoma Planning staff shall deliver or have delivered a copy of the project application, and any available supporting materials to the Chairperson of the MWCAC.
- B. The chairperson will determine, with the MWCAC's Secretary, whether to place the project on the next available agenda of the MWCAC for comment.
- C. If the item is brought to the MWCAC for comment, it shall be the responsibility of the MWCAC to prepare and deliver written minutes of the action to the County of Sonoma planning staff in a timely manner so that they may be forwarded to the hearing body at the time of project review.
- D. The hearing body shall consider the comments of the MWCAC in the course of its review of the project, but the comments shall not be considered binding and the hearing body shall act on the project application as it deems fit.
- E. Project applicants must attend MWCAC meetings when their project is being heard by the MWCAC.
- F. Projects referred to the MWCAC for comment shall be reviewed by the MWCAC within 45 days after the referral. The failure of the MWCAC to make an advisory recommendation within 45 days after the referral shall be deemed to mean that the MWCAC has no recommendation on the project.
- G. This policy does not preclude the County of Sonoma or planning staff from referring issues to the MWCAC for advice and comment that may not be subject to environmental review as defined by this policy.

RESPONSIBILITIES AND REVIEW

- A. The County of Sonoma is responsible for reviewing this policy no less than every ten years to determine whether it is still representative of the Mark West Area and still an effective review board for the County. Changes may be made by a majority vote of the Board of Supervisors.
- B. The Sonoma County Board of Supervisors will review this policy from time to time, as it deems necessary.

EXHIBIT “L” - FREQUENTLY ASKED QUESTIONS
FOR PROJECT APPLICANTS APPEARING BEFORE THE MWCAC

Congratulations on appearance before the Mark West Area Citizens Advisory Council (“MWCAC”) to discuss your proposed use permit, rezoning application, or request for a General Plan amendment. Your participation can give you important insight into the reaction your project will generate from concerned neighbors and citizens in the Mark West Area.

This guide is intended to help you prepare for your hearing by describing the process, and listing the types of questions you might expect to hear from the MWCAC. If you have further questions or concerns, please contact the MWCAC Chair.

What is the MWCAC?

The MWCAC is an advisory body formed by the Sonoma County Board of Supervisors. The group is chartered with the following mission statement:

The mission of the MWCAC is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Mark West Area.

The MWCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Mark West Area.

With respect to Planning, the three main functions of the MWCAC are to discuss, review and make recommendations regarding development proposals located in the Mark West Area specifically related to:

- Use permits
- Rezoning Applications
- General Plan Amendments

Who Sits on the MWCAC?

The Sonoma County Board of Supervisors appoints five members to the MWCAC. All members must reside within the referral area. Two members shall be nominated by the Mark West Chamber of Commerce; one member shall be nominated by the Mark West School Board; one member shall be nominated by the 4th District Supervisor from the Fulton area, and one member shall be nominated by the 4th District Supervisor to serve “at large.” All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. Members can serve for up to two terms (a total of four years). All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board, with or without cause.

In addition, the Fourth District County Planning Commissioner may attend meetings as an ex-officio member. The Planning Commissioner is not eligible to vote at MWCAC meetings.

The MWCAC has two officers (Chair and Vice Chair) and one private position (Secretary). The Chair is responsible for conducting meetings and setting the MWCAC agenda. The Vice Chair supports the Chair in business matters. The Secretary, which is an independent contract position and is hired and

compensated by the MWCAC and is responsible for public posting of the meetings, attends meetings and prepares the minutes of each meeting, as well as maintaining files. Officers serve for two year terms, with elections in January. Officers cannot serve more than two consecutive terms.

Why was my Project Selected for Review by the MWCAC?

The Chair of the MWCAC, with the assistance of the MWCAC Secretary, selects projects and application proposals for review based on his or her judgment of the potential impacts that the project may have on the Mark West Area.

My Plans are only Conceptual at This Point; Should I present them now?

The advantage to appearing before the MWCAC when your project is only in the conceptual stage is that you can get a sense of the community's response to your plans before spending a lot of time and money on a full-fledged design.

The disadvantage is that the MWCAC is more likely to be unwilling to recommend approval of your plans/proposal without seeing final details, so they may ask you to reappear when you have completed your planning.

The risk of appearing late in your project planning process is that the MWCAC may recommend significant changes, or even recommend that your project be denied approval.

For projects that may generate community opposition or concerns, you might consider holding local community/neighborhood meetings before filing for a permit application.

Most projects are handled in one hearing; however, it may be to your advantage to return to the MWCAC for consideration of your revised plan.

What Are the Key Areas of Concern that the MWCAC Members are Likely to Raise?

Concerns will inherently vary, based on the type of project or proposal being reviewed. Often these topics come up during Commission meetings:

- Traffic generation, particularly along windy and well-worn County roads
- Parking
- Event Activity
- Scope of use permits
- Concentration
- Water use
- Sanitation and other matters of health and safety
- Well, septic, drainage and ground water questions
- Noise
- Visual impacts
- Appropriateness of project given zoning and other land use designations
- Preservation of trees and native habitats
- Other environmental impacts

How are MWCAC Meetings Organized?

A regular meeting begins with a roll call and the approval of the minutes, followed by an opportunity for members of the public to address the MWCAC on matters not otherwise on the agenda.

Typically a series of proposed projects and applications are then reviewed. Finally, the MWCAC considers administrative issues, and reports from ad hoc committees.

What Procedures Are Followed for the Project Review?

Applicants or their representatives make a brief presentation before the MWCAC, followed by a period for MWCAC members to ask questions. The public is then given an opportunity to ask questions and/or comment on the project.

The Chair will then close the public comment portion of the review, and MWCAC members will then discuss the project and pass a resolution, if warranted. Please note that once the public comment portion of the review is closed, any additional comments or answers to materials from the MWCAC members should be addressed through the Chair.

How Should I Plan my Presentation?

The best presentations begin with a complete application package. MWCAC members often receive abbreviated project applications from the County, and if there is additional information that you would like them to have, please work with the Council Secretary to get the materials to the MWCAC members in advance of the meeting.

A concise presentation is often better than a comprehensive one. Assume that the MWCAC members have reviewed the package of information that describes your project, so your description of the application can be brief. It is helpful to describe exactly what approval you are seeking (i.e. a zoning change or a use permit) and what level of project planning you have completed (is this is conceptual review, or are there well-developed plans?).

Focus on the impacts that your project will have and how you intend to mitigate them. What concerns are neighbors of the project likely to have? Have you notified them of your plans, or held a meeting with them yet?

MWCAC members will focus on their concerns during the question and answer period, so it is not necessary to try and anticipate and answer every concern in your presentation. If you would like guidance regarding preparation for your appearance, don't hesitate to contact the Chair in advance of the meeting.

How Should I Handle Questions and Comments from the Audience?

During the open comment period, members of the audience will have the opportunity to ask questions and state their opinions about your proposal. We recommend that you answer questions forthrightly and concisely. You should not feel obligated to respond to statements of opinion.

The Chair will help moderate this portion of the hearing. If the project is likely to engender a level of controversy or extensive feedback from the community, the Chair will likely establish guidelines for the public comment period, potentially including time limits for each speaker.

What Happens to the Recommendations Made by the MWCAC?

The MWCAC Secretary will capture all aspects of the project review in the meeting minutes. Minutes are

distributed to the Sonoma County Fourth District Supervisor and to the County's Planning department.

One of the MWCAC members appointed by the County is also charged with meeting directly with planning staff to review specific projects. The Sonoma County Planning Commissioner from the Fourth District is usually in attendance to hear discussion of projects, but will not take part in the question period.

I Don't Like the Resolution Passed by the Council ... Now What?

Please remember that MWCAC reviews are advisory in nature, and that you can certainly continue seeking approval for your project at the County. However, the MWCAC strives to reflect the concerns and sense of opinion of the Mark West Area, and you could consider putting this information to good use.

Can you modify your proposal to address the significant concerns raised at the hearing? If you choose to do so, you might also consider asking to appear before the MWCAC again to review your modified plans.

Mark West
Citizens Advisory Council
BLUE BOOK

June 14, 2016

| *Revised 10-16-2018 (guidelines for recommending the using California American Water Franchise Fees)*

TABLE OF CONTENTS

EXHIBIT “A” - MISSION STATEMENT..... 3

EXHIBIT “B” - RESOLUTION..... 4

EXHIBIT “C” - REFERRAL AREA BOUNDARY 8

EXHIBIT “D” - RULES AND PROCEDURES 9

EXHIBIT “E” - CONTACT INFORMATION FOR THE COUNCIL..... 11

EXHIBIT “F” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS 12

EXHIBIT “G” - ADMINISTRATIVE ROLES 13

EXHIBIT “H” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY 14

EXHIBIT “I” - NEIGHBORHOOD IMPROVEMENT FUNDING PROGRAM..... 15

EXHIBIT “J” - SCOPE OF AUTHORITY 15

EXHIBIT “K” - SONOMA COUNTY PLANNING AGENCY..... 22

EXHIBIT “L” - FREQUENTLY ASKED QUESTIONS 25

EXHIBIT “A” - MISSION STATEMENT

The mission of the Mark West Citizens Advisory Council (“MWCAC”) is to represent the best interests of the entire community while acting as a bridge for communication between the County and local residents and businesses, and the general public on public health, safety, welfare, and quality of life issues affecting the Mark West area.

Specifically, the MWCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department (PRMD), Board of Zoning Adjustments, Planning Commission, Transportation and Public Works (TPW), and Board of Supervisors (BOS) on the following:

- Applications for use permits, rezonings, and general plan amendments (PRMD)
- Needed transportation and transit improvements or maintenance projects (TPW)
- Allocations of franchise fees in the Mark West Area (TPW)
- Liaise with the Fourth District County Supervisor on community support and outreach for residents in this unincorporated community (BOS)

EXHIBIT "B" - RESOLUTION



County of Sonoma
State of California

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST: **JUN 14 2016**

VERONICA A. FERGUSON, Clerk/Secretary
BY: *V. Ferguson*
DEPUTY CLERK/ASST SECRETARY

Date: June 14, 2016

Item Number: 15

Resolution Number: 16-0231

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Establishing The Mark West Area Citizen's Advisory Council And Designating
The Referral Area Boundary**

Whereas, the Mark West Area in unincorporated Sonoma County, situated in the County's Fourth Supervisorial District, is a vibrant community for local residents and businesses, and visitors alike; and

Whereas, the Mark West Area is a large unincorporated community in Sonoma County which has a larger population than some of the incorporated cities while its sole political representation is the Fourth District Supervisor whose duties include the entire larger District; and

Whereas, the Mark West Area in recent years has been subject to several major development projects without a community forum of formal review and input by its residents and business owners; and

Whereas, the Mark West Area will continue to be subject to significant development pressures due to a heavily impacted housing market, ongoing development of the Sonoma County Airport & Business Park, as well as inception of SMART Train service; and

Whereas, the County is responsible for local land use and development planning, transit, and public works in the Mark West Area; and

Whereas, Government Code section 31010 authorizes the Board of Supervisors to establish and provide funds for a municipal advisory council for any unincorporated area in the county to advise the Board, state, county, city, special district or school district, agency or commission, or any other organization on such matters which relate to that area as may be designated by the Board; and

Whereas, the Board of Supervisors desires to establish the Mark West Area Citizens Advisory

Council ("MWCAC") to advise the Board and other County decision makers on local planning and management decisions relating to the Mark West Area, to provide a regular forum for citizen participation in the formation of advisory recommendations on those decisions, and to provide a bridge for communication between the County and local residents and businesses, and the general public on local government decisions affecting the Mark West Area;

Now, Therefore, Be It Resolved that the Board of Supervisors hereby establishes the MWCAC, subject to the following operative provisions:

1. Referral Area Boundaries - The Referral Area Boundary for projects subject to review of the MWCAC are shown in Exhibit "A," attached hereto and incorporated herein by this reference ("MWCAC Referral Area").

2. Membership - The MWCAC shall consist of five members appointed by the Board of Supervisors. All members must reside within the referral area. Two members shall be nominated by the Mark West Chamber of Commerce; one member shall be nominated by the Mark West School Board; one member shall be nominated by the 4th District Supervisor from the Fulton area, and one member shall be nominated by the 4th District Supervisor to serve "at large." All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. Members can serve for up to two terms (a total of four years). All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board.

The Board of Supervisors shall classify the initial members into two classes: (1) Class A consisting of three members including one member from the chamber, one member from Fulton and the school board member; and, (2) Class B consisting of two members including one at-large member and one member from Chamber of Commerce. Class A of three members shall hold office for an initial term until December 31, 2018, and Class B of two members shall hold office for an initial term until December 31, 2017.

3. Powers - The designated powers of the MWCAC shall be to review and make advisory recommendations, and proactively advocate on the following categories of local planning and project decisions in the MWCAC Referral Area:

- (a) Use permit applications;
- (b) Rezoning applications;
- (c) General plan amendment applications;

- (d) Allocation of franchise fees from CalAm Water;
 - (e) Transit and Public Works needs in the area; and,
 - (e) Planning-related policy issues and future development of the area it perceives to affect the public health, safety, welfare, and quality of life in the MWCAC Referral Area; including but not limited to; public safety, fire protection, transportation facilities, water supply, sewerage, flooding, electric power supply, communications facilities, garbage collection, graffiti, public housing, parks, and other community facilities.
4. Duties - The designated duties of members of the MWCAC shall be to:
- (a) Attend and participate in meetings of the MWCAC;
 - (b) Study and analyze appropriate material submitted;
 - (c) Keep the Fourth District Supervisor informed of any necessary planning-related issues;
 - (d) Serve on such subcommittees as may be designated by the MWCAC;
 - (e) Advise applicants of project issues and concerns; and,
 - (f) Vote on advisory recommendations or motions made by members of the MWCAC.
 - (g) Engage with community members to gauge community sentiment and learn of actual and potential issues confronting the community, and so she or he may raise these matters for the Council's consideration.
5. Rules & Procedures - The rules and procedures for governance of the MWCAC shall be as set forth in Exhibit "B," attached hereto and incorporated herein by this reference. The rules and procedures may be amended or modified only upon the consent of the Board of Supervisors.
6. Coordination. All activities of the MWCAC shall be coordinated through the 4th District Supervisor's office. The Department Head for PRMD and TPW shall designate a primary

Resolution #16-0231

Date: June 14, 2016

Page 4

contact person with whom the District Director and the designated representative/secretary for the CAC shall coordinate all referrals, and send copies of minutes and MWCAC recommendations.

7. Establishment - The establishment of the MWCAC shall not be submitted to the voters of the Mark West Area watershed.

Be It Further Resolved that the Board of Supervisors hereby authorizes the MWCAC could investigate the option to pay a nominal fee to a secretary through a yearly disbursement from the CalAm Franchise Fees.

Supervisors:

Gorin: Aye

Rabbitt: Aye

Zane: Aye

Gore: Aye

Carrillo: Aye

Ayes: 5

Noes: 0

Absent: 0

Abstain: 0

So Ordered.

EXHIBIT "C" - REFERRAL AREA BOUNDARY

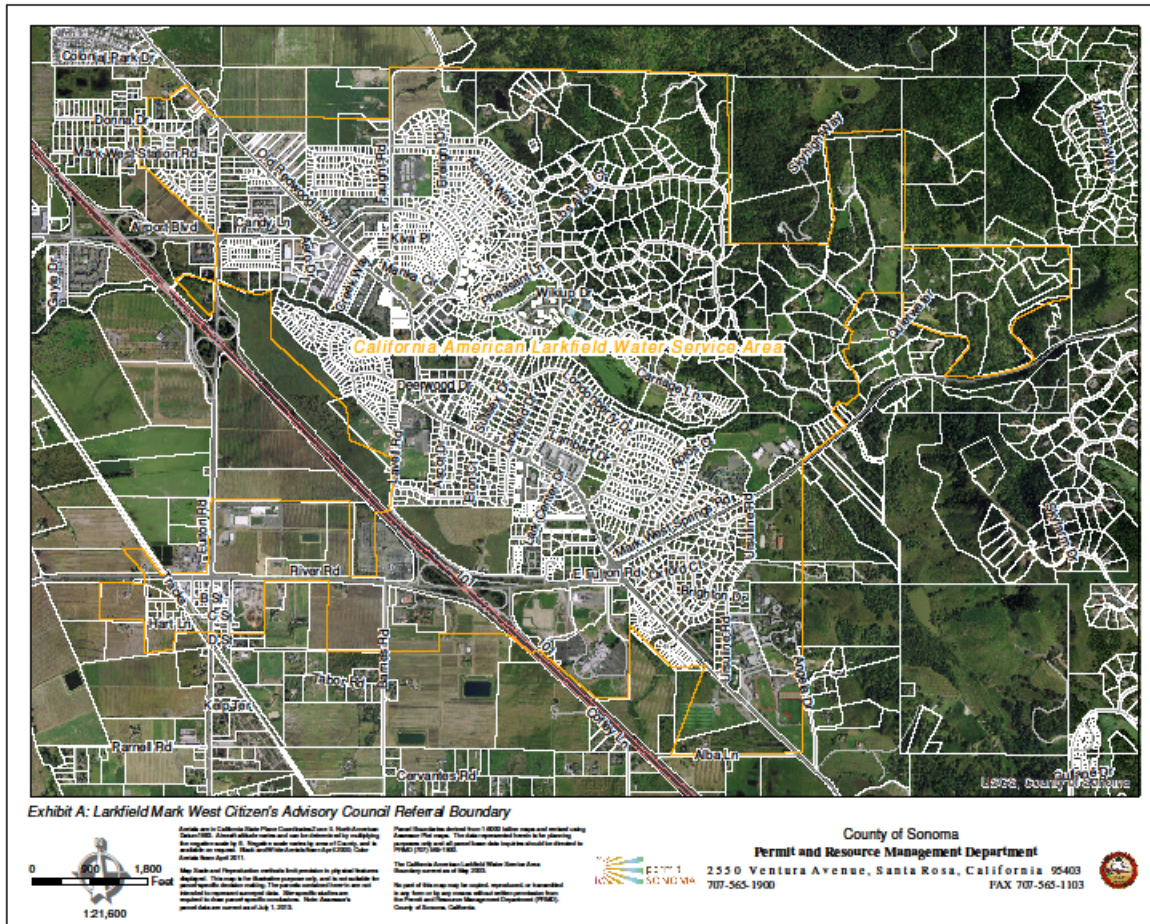


EXHIBIT “D” - RULES AND PROCEDURES

I. MEMBERSHIP

A. Appointment. The MWCAC shall consist of five members appointed by the Board of Supervisors as nominated in accord with the Membership clause of Resolution 16-0231.

(2) Mark West Chamber of Commerce

(1) Mark West School Board

(1) Fulton

(1) At Large

B. Quorum and Recommendations. A majority of the members of the MWCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the MWCAC shall be valid or binding unless four-fifths of all the members concur therein.

C. Office. The principal place of business of the MWCAC shall be determined by the MWCAC. At a minimum, there shall be a telephone number where information may be obtained by the public, and a place where the agenda may be publicly posted. This need not be the same place where the MWCAC itself meets.

D. Compensation. Members of the MWCAC shall serve without compensation.

E. Vacancies. In event of the death, resignation, or inability to serve of any member of the MWCAC, such condition shall be brought to the attention of the Board of Supervisors for appointment of a replacement. “Inability to serve” shall be determined by a four-fifths (4/5) vote of the MWCAC. If any member of the MWCAC misses two consecutive regular meetings without a valid reason, the Board of Supervisors, through the office of the Fourth District Supervisor, shall be notified and requested to appoint a replacement.

II. MEETINGS

A. Frequency and location of regular meetings. There shall normally be one regular meeting of the MWCAC each month, on a specific, consistent, day of the month, as determined by the chair or a majority of the members of the MWCAC. The time of the meetings shall be scheduled to maximize assistance to the Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, Transportation and Public Works, and Board of Supervisors. All meetings of the MWCAC shall be held within the Mark West area. All meetings of the MWCAC shall be in a building easily accessible to the public with facilities to accommodate interested members of the public.

B. Brown Act. All meetings and all deliberations of the MWCAC shall be open to the public and shall be governed by the Brown Act.

C. Rules of Procedure. All meetings of the MWCAC shall be conducted, insofar as practical, according to Roberts Rules of Order or other parliamentary authority adopted by the MWCAC.

D. Presiding Officer. The chair, or the vice chair in the chair’s absence, shall preside over all meetings of the MWCAC. In the case of absence of both the chair and the vice chair, the chair pro tem shall preside.

E. Agenda. The chair and the secretary shall be responsible for setting the agenda of each meeting of the MWCAC. The Fourth District Supervisor shall assign Fourth District staff to attend, as needed. The secretary shall post the agenda for each meeting of the MWCAC at the Board of Supervisors office at least 72 hours in advance of the meeting.

F. Voting. Each member of the MWCAC shall be entitled to one vote. A member may abstain from voting in cases of conflict of interest, in which case he or she shall state what the conflict is and recuse themselves from discussion of the item. If more than one member must recuse him/herself on the same item, a quorum will not be established and the item cannot be formally reviewed by the MWCAC. No proxies shall be permitted. All votes shall be public and properly recorded.

G. Minutes of Meeting. The minutes of each meeting of the MWCAC shall include a copy of the agenda, the official public record of the meeting, and shall indicate any actions taken by the MWCAC. A copy of the minutes shall be sent to the Fourth District Supervisor and to the Permit and Resource Management Department for timely consideration by the appropriate decision-making body of any recommendations contained therein.

H. Special Meetings. Special meetings of the MWCAC may be called at any time by the Chair or a majority of the members of the MWCAC. All special meetings shall be conducted in compliance with the Brown Act.

I. Quorum and Recommendations. A majority of the members of the MWCAC shall constitute a quorum for the transaction of business. No advisory recommendation of the MWCAC shall be valid or binding unless four-fifths of all the members concur therein.

EXHIBIT “E” - CONTACT INFORMATION FOR THE COUNCIL

See MWCAC webpage

<http://sonomacounty.ca.gov/Mark-West-Citizens-Advisory-Council/>

EXHIBIT “F” - THE BROWN ACT, AND E-MAIL COMMUNICATIONS

Background:

The Brown Act, enacted in 1953, is intended to ensure that public bodies engage in their deliberations in a public setting. In essence, the Act requires (1) that the public have some notice of issues to be discussed at a meeting, and (2) that issues pending before a body are not discussed in advance by a majority of the members. This requirement prevents members from reaching a decision prior to a publicly accessible meeting.

Both the California Attorney General and the California League of Cities have prepared booklets to assist local government officials in understanding and complying with the Brown Act. The Attorney General’s guide is available at the following website:

<http://ag.ca.gov/publications/#openmeetings>. The Attorney General has created a helpful summary of key Brown Act provisions, which is attached to this explanation. The League of Cities booklet, entitled “Open & Public IV,” can be purchased from the League, and is also available online at www.ci.claremont.ca.us/download.cfm?ID=21498. This booklet includes a number of examples that are useful in determining how the provisions of the Brown Act should be interpreted and applied.

E-Mail Communications:

With the expansion of e-mail and its advantages of convenient, quick communications, many questions have arisen about how the Brown Act and the Public Records Act apply to this communication technology. E-mail should be used with caution: remember, your emails regarding public business are public records. Moreover, emails can result easily in inadvertent violations of the Brown Act.

E-Mail Can Be Used To:

- Distribute meeting minutes, agendas, and drafts of these documents
- Determine member availability for meetings
- To discuss similar administrative issues

E-Mail *May Not* Be Used To:

- Discuss pending issues before the body with a majority of its members.

Note: A member may discuss pending issues with other members outside of public meetings, as long as fewer than a majority engages in the discussion. The danger with email is that it can be forwarded easily; members are warned that they are responsible for limiting the dissemination of information to fewer than a majority of the body.

EXHIBIT “G” - ADMINISTRATIVE ROLES

CHAIR:

- Preside over all regular meetings. Call for and preside over special meetings when necessary.
- Setting the meeting agenda.
- Appoint members of ad hoc committees
- Acts as a liaison between the MWCAC and the Fourth District Supervisor

VICE-CHAIR:

- Conduct meetings in the absence of the Chair
- Research and report to the MWCAC any problem areas concerning items on the upcoming agenda
- Keep a master list of contact persons in governmental and private agencies the MWCAC may find useful

EXHIBIT “H” - SCOPE OF WORK AND PAYMENT TERMS FOR THE SECRETARY

The MWCAC shall appoint (either through a voluntary agreement or contract) a Secretary to the MWCAC the first month of each year. The MWCAC could investigate the option to pay a nominal fee to a secretary through a yearly disbursement from the CalAm Franchise Fees.

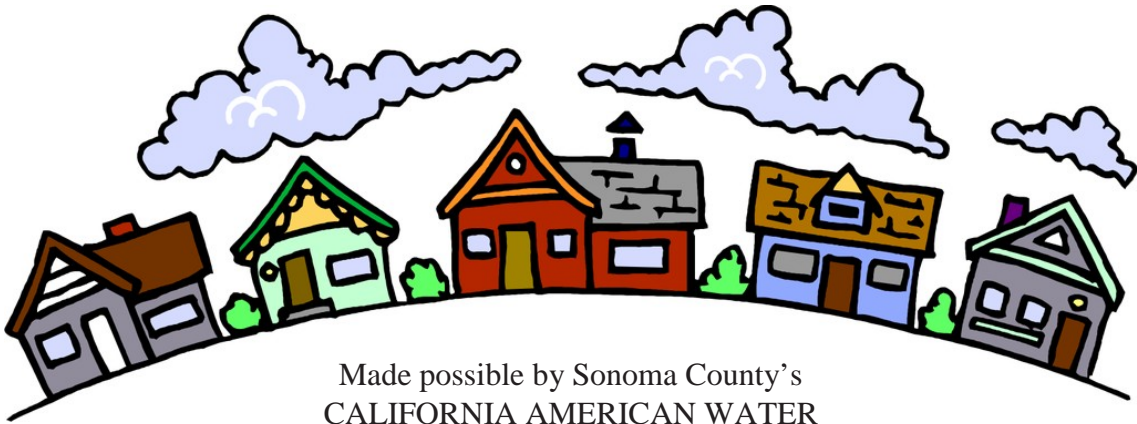
Administrative Role of Secretary: (non-member)

- Act as the contact for all potential applicants wanting to present at MWCAC Meetings
- Prepare, distribute and post agendas for meetings at least 72 hours in advance of the meeting
- Keep minutes of all meetings, specifying the call to order, the attendees, the business conducted and the adjourning time
- Arrange sites for all meetings and confirm all necessary public posting requirements are completed in appropriate timelines
- Assist all MWCAC members with compliance with the Brown Act
- Prepare and send communications as directed by the Chair
- Notify members of the MWCAC of special meetings, giving the time, place and reason for meeting
- Keep an up-to-date roster of members of the MWCAC, giving the name, mailing address, phone and fax numbers and email addressees
- Follow up on recommendations made by the MWCAC
- Keep a list of items that the MWCAC has acted upon and report back to the MWCAC on their progress
- Send copies of the minutes to the Fourth District Supervisor’s Office, the Sonoma County Planning Commission and other appropriate bodies as indicated
- Prepare and store the MWCAC member name plates

EXHIBIT "T" - NEIGHBORHOOD IMPROVEMENT FUNDING PROGRAM

Neighborhood Improvement Funding Program
Mark West Citizen's Advisory Council

Mark West
Larkfield
Wikiup
Fulton



Made possible by Sonoma County's
CALIFORNIA AMERICAN WATER

1. FUNDING PROGRAM

A. Program Overview

The MWCAC's Neighborhood Improvement Funding Program, funded by Cal Am Water franchise fees, supports neighborhood improvement projects in the communities serviced by Cal Am Water—Mark West, Larkfield, Wikiup and parts of Fulton.

Cal American Water Franchise Fees

The California American (Cal Am) Water Franchise Fees were established in 2009 by the Sonoma County Board of Supervisor's (BOS) resolutions below.

- 10/20/09 BOS Resolution No. 09-0981 approved terms of a Franchise Agreement with Cal Am Water
- 11/17/09 BOS Resolution No. 09-1089 declared intent to grant franchise to Cal Am Water
- 12/8/09 BOS Ordinance No. 5861 granted a franchise to Cal Am Water

The franchise fee is paid to the County for the use of "County streets to supply water to consumers in connection with the regulated water system owned and operated by Cal Am in the Mark West-Larkfield-Wikiup area of unincorporated Sonoma County" which includes parts of Fulton.

BOS Resolution No. 09-1089 provides that,

"3. It is the intent of the County to provide a pass-through of a portion of the franchise revenues to a Mark West-Larkfield-Wikiup CSD, subject to the approval of such district by LAFCO and approval of such district by the voters within the proposed district. Pending the formation and approval of the district, the franchise revenues shall be deposited in the County's district formation fund and set aside specifically to reimburse and fund the start-up costs of the district when formed. If the CSD is not formed, the County may use these funds for any other lawful, appropriate uses."

On October 16, 2018, the Board of Supervisors adopted BOS Resolution No. 18- finding that the Mark West Area CSD had not been formed and authorizing and directing that the pass-through funds be repurposed to fund neighborhood improvement projects in the Mark West Area. The funds are administered by the Sonoma County Department of Transportation & Public Works within their regular budgeting functions..

B. Eligibility and Criteria

Residents of Mark West, Larkfield, Wikiup and parts of Fulton who are serviced by Cal Am Water are eligible to apply. Projects must identify the benefit(s) to the community, and have a specific timeline with defined steps and costs. Costs must be broken down by line item. Justification will be provided for anticipated costs. For instance, if materials must be purchased the applicant should provide the cost of purchasing those materials at current prices. Funds cannot be used for any "ongoing" costs after the project's completion (examples: maintenance, watering, electricity, etc.) If there are "ongoing" costs to the project, detailed explanations as to how those costs will be met must be included.

C. Project Examples

The intent of the funds is for community benefit projects with a onetime cost. Community benefit projects are projects that increase neighborhood pride and identity such as community gardens, bicycle racks, picnic tables, benches, signage, curb appeal enhancements, etc. The MWCAC approves the proposals for funding and encourages residents to look around their neighborhoods for projects that all residents can enjoy and be proud of. (Previously funded project: Fulton "Welcome" signs.)

D. Community Involvement

A group of three or more active and involved residents in Mark West, Larkfield, Wikiup and Cal Am Water customers in Fulton can apply for the Neighborhood Improvement funds.

E. Project Design

Projects must be detailed and include site specific drawings, photographs, maps and any other supporting documentation that would assist the MWCAC's understanding of the project. The application must demonstrate that the project will meet all local, state and federal codes.

2. FUNDING APPLICATION PROCESS

A. How to Apply

Complete the application form and deliver to any MWCAC monthly meeting or email to: MWCAC Secretary, Aggie Maggio aggiemaggio@icloud.com.

B. Application Submission Dates

Applications are accepted by the MWCAC 4 times a year on the dates below. If the date falls on a weekend or holiday, the application should be submitted the following business day.

- June 1st
- September 1st
- December 1st
- March 1st

C. Application Review and Approval

Within three months of submission date the MWCAC will review and select projects to be considered by the Board of Supervisors. This review process will include discussions with the County to determine the proper procurement methods for the project. Once the projects are reviewed they will be considered by the Board. If the Board approves a project the applicant will receive a notice to proceed in writing from the secretary of the MWCAC.

D. Funding or Reimbursement

Funds can be distributed before or after a project is built.

1. If funding is requested prior to building:
 - a. After the Board of Supervisors approves the project, the applicant may be awarded funding for construction. The amount should be consistent with the costs detailed in the application. Once the project is complete, the applicant will submit all receipts to be reviewed by the MWCAC. The applicant will also return any unused funds. If the use of funds is inconsistent with the application the MWCAC may request reimbursement from the applicant.
2. If funding is reimbursed:
 - a. After receiving and confirming all project expenditures the MWCAC will submit the project for payment (payable to the designated neighborhood contact person/leader or vendor).

MARK WEST CITIZEN'S ADVISORY COUNCIL

Neighborhood Improvement Funding Program

Application Form

FY 2018-2019

This application is used for Cal American Water Franchise Fee Funds for the areas of Mark West, Larkfield, Wikiup and parts of Fulton.

Applications may be submitted via:

Email: MWCAC Secretary, Aggie Maggio aggiemaggio@icloud.com

In Person: MWCAC meetings— Second Monday of the month.

Time & location: sonomacounty.ca.gov/Mark-West-Citizens-Advisory-Council

Neighborhood groups will be required to present their projects to the MWCAC at a monthly meeting.

Please print or type via fillable pdf.

1. Neighborhood Group Names & Addresses (Minimum 3 Residents):

2. Primary Contact Person (Leader):
3. Leader Email Address:
4. Leader Mailing Address:

5. Leader Phone Number:
6. Neighborhood Project Description (include the community NEED it will be addressing):

7. Does the Project require permits, and does it meet all local, state and federal codes? Please list the sources you consulted to answer this question.

8. How will the project engage or utilize volunteers, neighbors or residents?

9. Description of Project Location (Attach a map that details the footprint of the project):

10. Project Scope of Work (detailed explanation of the project steps):

11. Project Timeline:

12. Amount of Funds Required:

13. Summary of Project Costs (attach a spreadsheet with a line item for each costs, which includes permit costs, the unit costs of materials, the amount of each material, labor costs, and a justification for each figure):

14. Are there ongoing costs to the project such as maintenance or repairs? If so, please explain how these costs will be financed.

15. What is the lifetime of the project? Will it have to be removed or replaced after its lifetime? Who will maintain responsibility?

EXHIBIT “J” - SCOPE OF AUTHORITY

The Mark West Area Citizens Advisory Council (MWCAC) is charged with examining, discussing, and making recommendations regarding Use Permits, Rezoning and General Plan amendment applications within the Mark West Area. Additionally, they will make annual recommendations on allocations of the CalAm Franchise Fees, and advise the 4th District Supervisor on Transit and Public Works priorities.

The MWCAC is additionally authorized to pro-actively advocate for policies and projects it perceives as necessary to resolve potential and actual issues confronting the community or to improve the quality of life of the community. In so doing it is further granted the authority to solicit, apply for and accept funding from sources outside of the County budget whether by grants or private donation. Such funds shall be accounted for separately from the Franchise Fee funds and shall be tracked and reported to assure they are allocated to the designated purpose.

Site Review. All proposed use permits, rezoning applications, and General Plan amendments occurring in the Mark West Area watershed may be visited on-site by any member of the MWCAC or by an ad-hoc committee, appointed by the MWCAC chair, consisting of at least two MWCAC Members. MWCAC Members will coordinate site visits directly with the applicant or owner.

Ad Hoc Committee Report. Any appointed ad-hoc committee will report to the full MWCAC at its next regularly scheduled meeting. The applicant or their representative will be expected to attend to make a presentation on their proposal and answer questions from MWCAC Members and interested community attendees.

MWCAC Review. The MWCAC will recommend to the County’s PRMD its 4/5 consensus view after considering the ad-hoc committee’s report and any supplemental information supplied by the project applicant. Should the applicant or their representative not attend the MWCAC’s review, the MWCAC may make its recommendation based upon other information supplied by the ad-hoc committee and the County’s PRMD. As with any other project, any MWCAC Member having a personal or professional relationship with the applicant that would bias the member’s judgment should refrain from participating in the review.

Advisory Recommendation. Minutes of the meeting detailing the MWCAC’s recommendations will be forwarded by the MWCAC’s Secretary to the County’s PRMD with a copy to the project applicant.

Advisory Support. The Mark West Citizens Advisory Council will provide additional advisory support to the District Supervisor as requested.

Mark West Springs area use of Cal Am franchise fees. Annually, the County collects approximately \$40,000 in franchise fees from CalAm for services provided in the Mark West Springs area. The MWCAC shall consider the available funds and may make recommendations for the expenditure of these funds, within the following guidelines:

1. In December of each year, the Department of Transportation and Public Works shall provide the MWCAC with an estimate of available funds effective the beginning of the next fiscal year.
2. The annual recommendation for the use of funds is due from the MWCAC by March 1, and should be submitted to the Department of Transportation and Public Works, for inclusion in the annual budget.

3. Recommendations shall be within the available fund balance, and shall be for one-time expenditures that benefit the Mark West Springs Community. These funds are not available for on-going maintenance, and any recommendations that create an on-going maintenance need must include a commitment of funding from another source to support the on-going maintenance.
4. Recommendations will be included in the annual recommended budget submitted by Transportation and Public Works.
5. Funds may be accumulated over time to accomplish larger projects.

EXHIBIT “K” - SONOMA COUNTY PLANNING AGENCY

The Planning Agency (Planning Commission and the Board of Zoning Adjustments) serves primarily as the recommending body to the Planning Commission, Board of Zoning Adjustments and Sonoma County Board of Supervisors.

The Planning Agency consists of ten commissioners who are appointed by and serve at the pleasure of the Board of Supervisors. The commissioners rotate sequentially by district every ten months. The chairmanship of each body rotates yearly by district.

The Planning Commission holds public meetings and makes recommendations to the Board of Supervisors concerning updates and amendments to the County’s General Plan and Zoning regulations. The Planning Commission also holds hearings and makes decisions on major subdivisions and mining proposals. There are five members who sit on the Planning Commission with one alternate for each district.

The Board of Zoning Adjustments conducts public hearings and makes decisions on applications for Use Permits, Zoning Variances and Coastal development Permits. There are five members who sit on the Board of Zoning Adjustments with one alternate for each district.

PURPOSE

The purpose of this policy is to define the circumstances in which the County of Sonoma refers projects and applications to the Mark West Citizens Advisory Council (MWCAC) for comment.

GENERAL

All applications for General Plan Amendments, Rezoning, and Use Permits within the Mark West Area as shown on the attached Exhibit A shall be referred to the MWCAC for review and comment.

AUTHORITY

The Sonoma County Board of Supervisors created the MWCAC by Resolution No. 16-0231 to serve as an advisory body on applications for use permits, rezoning and General Plan amendments within the Mark West Area.

PROCEDURE

- A. Following a determination that a proposal is subject to MWCAC review, the County of Sonoma Planning staff shall deliver or have delivered a copy of the project application, and any available supporting materials to the Chairperson of the MWCAC.
- B. The chairperson will determine, with the MWCAC's Secretary, whether to place the project on the next available agenda of the MWCAC for comment.
- C. If the item is brought to the MWCAC for comment, it shall be the responsibility of the MWCAC to prepare and deliver written minutes of the action to the County of Sonoma planning staff in a timely manner so that they may be forwarded to the hearing body at the time of project review.
- D. The hearing body shall consider the comments of the MWCAC in the course of its review of the project, but the comments shall not be considered binding and the hearing body shall act on the project application as it deems fit.
- E. Project applicants must attend MWCAC meetings when their project is being heard by the MWCAC.
- F. Projects referred to the MWCAC for comment shall be reviewed by the MWCAC within 45 days after the referral. The failure of the MWCAC to make an advisory recommendation within 45 days after the referral shall be deemed to mean that the MWCAC has no recommendation on the project.
- G. This policy does not preclude the County of Sonoma or planning staff from referring issues to the MWCAC for advice and comment that may not be subject to environmental review as defined by this policy.

RESPONSIBILITIES AND REVIEW

- A. The County of Sonoma is responsible for reviewing this policy no less than every ten years to determine whether it is still representative of the Mark West Area and still an effective review board for the County. Changes may be made by a majority vote of the Board of Supervisors.
- B. The Sonoma County Board of Supervisors will review this policy from time to time, as it deems necessary.

EXHIBIT “L” - FREQUENTLY ASKED QUESTIONS
FOR PROJECT APPLICANTS APPEARING BEFORE THE MWCAC

Congratulations on appearance before the Mark West Area Citizens Advisory Council (“MWCAC”) to discuss your proposed use permit, rezoning application, or request for a General Plan amendment. Your participation can give you important insight into the reaction your project will generate from concerned neighbors and citizens in the Mark West Area.

This guide is intended to help you prepare for your hearing by describing the process, and listing the types of questions you might expect to hear from the MWCAC. If you have further questions or concerns, please contact the MWCAC Chair.

What is the MWCAC?

The MWCAC is an advisory body formed by the Sonoma County Board of Supervisors. The group is chartered with the following mission statement:

The mission of the MWCAC is to act as a bridge for communication between the County and local residents and businesses, and the general public on local planning decisions affecting the Mark West Area.

The MWCAC provides a forum for public expression and for making advisory recommendations to the County of Sonoma and its Permit and Resource Management Department, Board of Zoning Adjustments, Planning Commission, and Board of Supervisors on applications for use permits, rezonings, and general plan amendments in the Mark West Area.

With respect to Planning, the three main functions of the MWCAC are to discuss, review and make recommendations regarding development proposals located in the Mark West Area specifically related to:

- Use permits
- Rezoning Applications
- General Plan Amendments

Who Sits on the MWCAC?

The Sonoma County Board of Supervisors appoints five members to the MWCAC. All members must reside within the referral area. Two members shall be nominated by the Mark West Chamber of Commerce; one member shall be nominated by the Mark West School Board; one member shall be nominated by the 4th District Supervisor from the Fulton area, and one member shall be nominated by the 4th District Supervisor to serve “at large.” All members shall hold office for a term of two-years or until their successor is appointed and qualified, with the exception of the initial members. Members can serve for up to two terms (a total of four years). All members shall serve at the pleasure of the Board of Supervisors and may be removed from office at any time by the Board, with or without cause.

In addition, the Fourth District County Planning Commissioner may attend meetings as an ex-officio member. The Planning Commissioner is not eligible to vote at MWCAC meetings.

The MWCAC has two officers (Chair and Vice Chair) and one private position (Secretary). The Chair is responsible for conducting meetings and setting the MWCAC agenda. The Vice Chair supports the Chair in business matters. The Secretary, which is an independent contract position and is hired and

compensated by the MWCAC and is responsible for public posting of the meetings, attends meetings and prepares the minutes of each meeting, as well as maintaining files. Officers serve for two year terms, with elections in January. Officers cannot serve more than two consecutive terms.

Why was my Project Selected for Review by the MWCAC?

The Chair of the MWCAC, with the assistance of the MWCAC Secretary, selects projects and application proposals for review based on his or her judgment of the potential impacts that the project may have on the Mark West Area.

My Plans are only Conceptual at This Point; Should I present them now?

The advantage to appearing before the MWCAC when your project is only in the conceptual stage is that you can get a sense of the community's response to your plans before spending a lot of time and money on a full-fledged design.

The disadvantage is that the MWCAC is more likely to be unwilling to recommend approval of your plans/proposal without seeing final details, so they may ask you to reappear when you have completed your planning.

The risk of appearing late in your project planning process is that the MWCAC may recommend significant changes, or even recommend that your project be denied approval.

For projects that may generate community opposition or concerns, you might consider holding local community/neighborhood meetings before filing for a permit application.

Most projects are handled in one hearing; however, it may be to your advantage to return to the MWCAC for consideration of your revised plan.

What Are the Key Areas of Concern that the MWCAC Members are Likely to Raise?

Concerns will inherently vary, based on the type of project or proposal being reviewed. Often these topics come up during Commission meetings:

- Traffic generation, particularly along windy and well-worn County roads
- Parking
- Event Activity
- Scope of use permits
- Concentration
- Water use
- Sanitation and other matters of health and safety
- Well, septic, drainage and ground water questions
- Noise
- Visual impacts
- Appropriateness of project given zoning and other land use designations
- Preservation of trees and native habitats
- Other environmental impacts

How are MWCAC Meetings Organized?

A regular meeting begins with a roll call and the approval of the minutes, followed by an opportunity for members of the public to address the MWCAC on matters not otherwise on the agenda.

Typically a series of proposed projects and applications are then reviewed. Finally, the MWCAC considers administrative issues, and reports from ad hoc committees.

What Procedures Are Followed for the Project Review?

Applicants or their representatives make a brief presentation before the MWCAC, followed by a period for MWCAC members to ask questions. The public is then given an opportunity to ask questions and/or comment on the project.

The Chair will then close the public comment portion of the review, and MWCAC members will then discuss the project and pass a resolution, if warranted. Please note that once the public comment portion of the review is closed, any additional comments or answers to materials from the MWCAC members should be addressed through the Chair.

How Should I Plan my Presentation?

The best presentations begin with a complete application package. MWCAC members often receive abbreviated project applications from the County, and if there is additional information that you would like them to have, please work with the Council Secretary to get the materials to the MWCAC members in advance of the meeting.

A concise presentation is often better than a comprehensive one. Assume that the MWCAC members have reviewed the package of information that describes your project, so your description of the application can be brief. It is helpful to describe exactly what approval you are seeking (i.e. a zoning change or a use permit) and what level of project planning you have completed (is this is conceptual review, or are there well-developed plans?).

Focus on the impacts that your project will have and how you intend to mitigate them. What concerns are neighbors of the project likely to have? Have you notified them of your plans, or held a meeting with them yet?

MWCAC members will focus on their concerns during the question and answer period, so it is not necessary to try and anticipate and answer every concern in your presentation. If you would like guidance regarding preparation for your appearance, don't hesitate to contact the Chair in advance of the meeting.

How Should I Handle Questions and Comments from the Audience?

During the open comment period, members of the audience will have the opportunity to ask questions and state their opinions about your proposal. We recommend that you answer questions forthrightly and concisely. You should not feel obligated to respond to statements of opinion.

The Chair will help moderate this portion of the hearing. If the project is likely to engender a level of controversy or extensive feedback from the community, the Chair will likely establish guidelines for the public comment period, potentially including time limits for each speaker.

What Happens to the Recommendations Made by the MWCAC?

The MWCAC Secretary will capture all aspects of the project review in the meeting minutes. Minutes are

distributed to the Sonoma County Fourth District Supervisor and to the County's Planning department.

One of the MWCAC members appointed by the County is also charged with meeting directly with planning staff to review specific projects. The Sonoma County Planning Commissioner from the Fourth District is usually in attendance to hear discussion of projects, but will not take part in the question period.

I Don't Like the Resolution Passed by the Council ... Now What?

Please remember that MWCAC reviews are advisory in nature, and that you can certainly continue seeking approval for your project at the County. However, the MWCAC strives to reflect the concerns and sense of opinion of the Mark West Area, and you could consider putting this information to good use.

Can you modify your proposal to address the significant concerns raised at the hearing? If you choose to do so, you might also consider asking to appear before the MWCAC again to review your modified plans.



County of Sonoma

State of California

Date: October 16, 2018

Item Number: _____
Resolution Number: _____

Majority Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting An Amendment To The Mark West Citizens Advisory Council's Blue Book To Include The Process For Recommending California American Water Franchise Fee Funds For Neighborhood Improvement Projects, And To Include Additional Advisory Authority.

Whereas, on June 14, 2016, the Board adopted Resolution No. 16-0231 establishing the Mark West Area Citizen's Advisory Council (Mark West Area CAC); and

Whereas, the Mark West CAC's designated powers include, among other things, making recommendations to the Board to reprogram the pass-through portion of the revenues from the Cal-Am Franchise Agreement to fund neighborhood improvement projects in the Mark West Area; and

Whereas, in accordance with the above designated powers, the Mark West Citizens Advisory Council has created a process to solicit proposals from the community for neighborhood improvement projects and recommend projects to the District Supervisor; and

Whereas, the District Supervisor will review recommendations from the Mark West Citizens Advisory Council, and bring the recommendations to the Board of Supervisors for approval; and

Whereas, this amendment to the Mark West Citizens Advisory Council Blue Book establishes this application process; and

Whereas, the scope of authority of the Mark West Community Advisory Council should be expanded to include advisory support on an as needed basis when requested by the District Supervisor.

Now, Therefore, Be It Resolved the Board of Supervisors of Sonoma County hereby adopts a resolution allowing for changes to the Mark West Citizens Advisory Council's Blue Book to include the process for applying for and awarding funds from The

Resolution #

Date:

Page 2

California American Water Franchise Fee budget for neighborhood improvement projects; and

Be It Further Resolved that the Mark West Citizens Advisory Council's scope of authority should be expanded to include advisory support on an as needed basis when requested by the District Supervisor.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: October 9, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Allocation Of A Portion Of The Revenues Received From The California-
American Water Company Franchise Agreement To Fund Neighborhood Improvement
Projects In The Mark West Area.**

Whereas, on October 20, 2009, the Board of Supervisors (“Board”) adopted Resolution No. 09-0981 approving the terms of a Franchise Agreement between the County of Sonoma (“County”) and California-American Water Company (“Cal-Am”) (“Cal-Am Franchise Agreement”) to allow Cal-Am to use County streets to supply water to consumers of the regulated water system owned and operated by Cal-Am in the Mark West-Larkfield-Wikiup area (“Mark West Area”) of unincorporated Sonoma County; and

Whereas, on November 17, 2009, the Board adopted Resolution No. 09-1089 officially declaring its intention to grant a Franchise to Cal-Am and setting a date and time for a public hearing on the proposed franchise as required by the Franchise Act of 1937 (Public Utilities Code section 6201 *et seq.*); and

Whereas, on December 8, 2009, the Board adopted Ordinance No. 5861 awarding a Franchise to Cal-Am to use County streets to supply water to consumers of the Cal-Am water system in the Mark West Area of unincorporated Sonoma County in accordance with the terms of the Cal-Am Franchise Agreement; and

Whereas, the Franchise was granted for a term of 20-years and may be extended for additional terms by mutual agreement of the parties; and

Whereas, under the terms of the Cal-Am Franchise Agreement, Cal-Am must, among other things, pay the County a franchise fee of two percent (2%) of the gross annual receipts of Cal-Am arising from the use, operation, or possession of the Franchise; and

Whereas, the County may use the revenues from the Cal-Am Franchise Agreement for any lawful governmental purpose; and

Resolution #

Date:

Page 2

Whereas, at the time the Board considered the Cal-Am Franchise Agreement, a Community Services Committee comprised of certain members of the Mark West Area expressed a desire to bring more public services into the community to enhance the quality of life in the area and to form a Community Services District for the Mark West Area to allow greater local input into what and how such services are delivered; and

Whereas, Resolution No. 09-0981 and Resolution No. 09-1089 each provided that the Board intended to pass through a portion of the revenues from the Cal-Am Franchise Agreement to fund a new Community Services District for the Mark West Area provided said Community Services District was approved by the Local Agency Formation Commission and by the voters within the proposed District; and

Whereas, Resolution No. 09-0981 further provided that, in the event a Mark West Area Community Services District was not formed, the County could use the pass-through funds for any other lawful governmental purpose; and

Whereas, attempts to form a Mark West Area Community Services District were unsuccessful; and

Whereas, the pass-through funds from the Cal-Am Franchise Agreement that were set aside to fund the proposed Community Services District have never been reprogrammed and currently total approximately \$200,000; and

Whereas, on June 14, 2016, the Board adopted Resolution No. 16-0231 establishing the Mark West Citizen's Advisory Council (Mark West CAC); and

Whereas, the Mark West CAC's designated powers include, among other things, making recommendations to the Board to reprogram the pass-through portion of the revenues from the Cal-Am Franchise Agreement to fund neighborhood improvement projects in the Mark West Area; and

Whereas, consistent with its original intent, the Board desires to allocate the pass-through portion of the revenues from the Cal-Am Franchise Agreement to fund such neighborhood improvement projects.

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

Be It Further Resolved that the Board of Supervisors hereby finds, determines, and declares that use of the pass-through portion of the revenues from the Cal-Am Franchise Agreement to fund neighborhood improvement projects in the Mark West Area is a lawful and appropriate use of these funds.

Resolution #

Date:

Page 3

Be It Further Resolved that the Board of Supervisors hereby authorizes the pass-through funds from the Cal-Am Franchise Agreement that are set aside pursuant to Resolution No. 09-0981 to fund the creation of a Mark West Area Community Services District to be reallocated to fund neighborhood improvement projects in the Mark West Area.

Be It Further Resolved that the Auditor-Controller-Treasurer-Tax Collector is hereby authorized and directed to move the pass-through portion of the revenues from the Cal-Am Franchise Agreement currently deposited in the County's District Formation Fund to the Mark West Area Neighborhood Improvement Fund specifically to fund neighborhood improvement projects in the Mark West Area.

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

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Recovery Update

Recommended Actions:

Receive an update on the status of recovery operations, planning, seeking of funding opportunities, community engagement and status of recovery framework, 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 debris removal and other structural developments; external funding efforts; relevant legislation; ongoing community engagement; and status of the Recovery and Resiliency Framework being prepared by the Office.

Discussion:

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

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

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

1. Ongoing Recovery Efforts and Structural Changes

A. Debris Removal

1. Debris removal is in the final stages for both the Government-Sponsored Program and the Alternative Program (private debris removal). About 25 percent of property owners who lost homes opted to use a private contractor for debris removal.
2. Government-Sponsored Program:
 - A. Active properties: **3,674**
 - B. Properties cleared by Army Corps of Engineers: **3,674**
 - C. All properties returned to owners by County to start rebuilding
3. Private Debris Removal:
 - A. County: **767** residential properties accepted; **736** certified as finished and ready to rebuild
 - B. City: **450** properties accepted; **439** finished and ready to rebuild
4. USACE Hotline:

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

The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of October 5, **716 property owners have requested site assessments; 341 have been ruled eligible for backfill program; 374 have been ruled ineligible; backfilling of 259 sites has been completed. A variety of issues have impacted the pace of the project, including the discovery of structural ash, concrete footings, large pieces of concrete and large boulders that required excavation and removal prior to backfilling work. Structural ash has been found on 100 properties to date; 38 required Hazmat removal and disposal after sampling.**
6. Free chipping service:

A free chipping program to assist with removal of burned vegetation debris and to help residents create defensible space around homes and reduce vegetation along access routes is being offered through Sonoma County Fire and Emergency Services. County crews will come to homes and chip for three hours for free. For more information, including how to apply, use this link:
<https://sonomacounty.ca.gov/FES/Fire-Prevention/Curbside-Chipper-Program/>
7. Burned trees/vegetation along County roads
Transportation and Public Works has removed brush and felled trees on Bennett Valley, Lawndale and Schultz roads.
TPW continues to work with County Fire and Emergency Services and PG&E on vegetation management within the road right-of-way.

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

B. Fire Cameras Installed

Two fire cameras were installed and are operational in Sonoma and Lake counties through a partnership led by Sonoma Water. The first camera was installed on Pine Mountain in Cloverdale on July 27. On August 5, another camera was installed at Mount Konocti in Lake County. Cal Fire has used both cameras to assist in fighting fires. The state-of-the-art system uses near-infrared technology for night vision. The two cameras are part of a pilot project approved for funding on August 7, 2018, by your Board to install a wider network of fire cameras that will monitor Lake Sonoma and surrounding areas. Sonoma Water's leadership in initiating the project is a successful first step in collaborating with partners to improve the County's situational awareness and protect the drinking water supply for over 600,000 residents in Sonoma and Marin counties. The project is a collaboration of numerous agencies, including Sonoma Water, Sonoma County Fire and Emergency Services, Sheriff's Office, County Information Services Department, County General Services Department, Pepperwood Preserve, Fairfield Osborn Preserve, Sonoma State University, Regents of University of California, Scripps Institution of Oceanography, and the AlertWildfire consortium of universities. The public can monitor both cameras on the University of Nevada, Reno Seismological Laboratory website at www.alertwildfire.org/northbay/.

C. Emergency Alert & Warning Systems Tests

On September 10 and 12, 2018, the County of Sonoma conducted an alert and warning system [exercise to evaluate our current](#) local emergency alert and warning systems. The tests involved SoCoAlert, the Federal Wireless Emergency Alert (WEA) system, and the Emergency Alert Systems (EAS).

- 1. The SoCoAlert system contacted those registered in the system as well as landline phone numbers in the 911 database – a total of 290,000 numbers were attempted. There was a 51% success rate for delivering a message to a person or an answering machine. As a result of the community outreach and publicity surrounding test, there was a 38% increase in the number of subscribers to SoCoAlert (now at 50,167).**
- 2. The WEA alert was sent in English and Spanish to five geographical areas (Guerneville, Glen Ellen/Kenwood, Healdsburg, Penngrove, Roseland). 3,678 people who received the alert completed a survey which highlighted limited geo targeting abilities and that the two major mobile phone carriers (AT&T and Verizon) have different methods for distributing WEAs. The messages were delivered in both English and Spanish.**
- 3. The EAS message that played on local radio and television stations, and most broadcasters distributed the message as expected, however a few broadcasters delayed playing the message.**

In response to these findings, staff will evaluate how often the County can improve the effectiveness of these systems including better data from the 911 database, working with state and federal agencies to improve the targeting and reach of the telecommunications

providers in the WEA system, and work directly with local broadcasters to improve the reliability of the EAS system.

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

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

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

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing regional planning efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

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

E. Rebuilding Permits

1. County has issued **567 building permits for homes as of October 8; 238 permits are in process; 14 homes have been finished.** For latest numbers, go to <http://sonomacounty.ca.gov/PRMD/Administration/Rebuilding-Permits-Data/>

2. City of Santa Rosa has issued **933 building permits for homes; 266 permits are in process; 26 homes have been finished.** For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

On the one year anniversary of the fires, 2,044 housing unit permits have been “issued” or “submitted for review.”

F. Urban Land Institute

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

2. Recovery-Related External Funding Opportunities

A. Disaster Recovery Consulting Services Agreement

On July 10, 2018, your Board authorized the County Administrator to execute the Agreement for Consulting Services with Horne, LLP (Consultant) for as-needed disaster recovery consulting services and grants management support. Your Board also authorized the County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery funding stream, up to total amounts not to exceed those specified in the Agreement. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

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

Consultant may assist with other recovery-related external funding needs as well.

B. Community Development Block Grant – Disaster Recovery

Announcement of \$212 million: On April 10, 2018 the U.S. Department of Housing and Urban Development (HUD) issued a press release stating that California would be receiving \$212 million to support long-term disaster recovery through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, including \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

Requirements of \$124 million: The Federal Register governing the \$124 million portion for unmet disaster recovery needs was issued on August 20, 2018. 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. The California Department of Housing and Community Development (HCD), as Grantee and receiver of the funds, must submit an Action Plan to HUD by December 18, 2018 detailing the proposed use of all funds. To inform the plan, HCD must assess 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. Funds must primarily address unmet housing needs.

Current Status: The County attended a CDBG-DR briefing held by HCD on September 26, 2018 to discuss the draft action plan and proposed activities. Further, the County requested and received a follow-up meeting with HCD to discuss our own internal data analysis and priorities for the funding. HCD also held a public meeting on October 2, 2018, in Santa Rosa to introduce the draft action plan and receive initial comments. They are required to hold a public comment period for no less than 30 days before finalizing and submitting their Action Plan. HCD's current proposed 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 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.

C. **FEMA Hazard Mitigation Grant Program**

Hazard Mitigation Grant Program (HMGP) for DR-4344 and DR-4353: The October 2017 fires are also known as DR-4344, and the December 2017 Southern California fires are known as DR-4353. Both disasters became Presidential Disaster Declarations, and as a result they generated Federal Emergency Management Agency (FEMA) HMGP funding. DR-4344 had approximately \$333 million in HMGP available statewide, with applications due July 2 and September 4. DR-4353 had approximately \$56 million in HMGP available statewide, with applications due September 4. County Departments and Districts submitted 20 grant applications to the California Governor's Office of Emergency Services (Cal OES) for this program. The County's submitted HMGP applications are listed in the attachment to this Board item, and also summarized below.

The countywide Grant Steering Committee worked with Departments and Districts to prioritize feasible grant applications based on success criteria, match funding sources, and leadership priorities. Each application requires approximately 200 hours of labor, thus they are costly and must be pursued strategically. Additionally, each application competes against the others – even with the significant funding this is anticipated to be highly competitive. All Sonoma County applications will compete against one another. For those applications that did not move forward under FEMA HMGP, the Grant Steering Committee will seek appropriate alternative funding sources.

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

- 8 applications submitted

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

DR-4353 HMGP Applications – submitted on September 4

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

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

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

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

HMGP for DR-4382: The 2018 wildfires in Lake and Shasta County have become known as DR-4382, and also became a Presidential Disaster Declaration. This opened up HMGP funding and Notices of Interest (NOI) were due October 5, 2018. The Information Systems Department submitted 4 NOIs, and Sonoma Water submitted one NOI.

D. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator’s Office, and County Counsel) is working with FEMA and Cal OES to prepare 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County’s insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

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

The Disaster Finance Team is in the process of collecting and reviewing supporting documentation for approximately \$13M (\$1.9M paid out) in Mutual Aid/Assistance provided

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

E. Economic Development Administration – Disaster Supplemental Funding

Economic Development Administration (EDA) has an open funding opportunity to award grants to eligible entities to address economic challenges in disaster-impacted areas.

On August 24, 2018, the County's Economic Development Board submitted a grant application to the EDA to complete the 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 Information Systems Department. The submitted application is for \$605,500 to complete the design, engineering, and feasibility analysis of broadband in select locations.

Additional potential projects are being considered, including the following:

Project 1 - Revolving Loan Fund to provide credit to Sonoma County entrepreneurs traditionally excluded or denied loans from mainstream financial institutions.

Project 2 - Regional Construction and Trades Training Center.

Project 3 - AgTech Incubator for local agriculture and food/beverage manufacturing.

F. CAL FIRE Grants for Fire Prevention

The CAL FIRE Fire Prevention grant program, funded by the California Climate Investments (CCI) fund, aims to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires. **CAL FIRE anticipates opening the Fire Prevention program for FY 18-19 applications on October 17, 2018, with application due December 19, 2018. The Office of Recovery and Resiliency is tracking this opportunity and coordinating with applicable County Departments and partners to begin considering applications.**

In Summer 2018 CAL FIRE opened the Fire Prevention program for FY 17-18; grant applications were due June 6, 2018. Two grants were submitted by County departments to the CAL FIRE Fire Prevention grant program, these are:

1. Northwest Roadway Safety, Fuels Reduction, and Community Chipper and Engagement Project (Transportation and Public Works [TPW] is lead, in partnership with Fire and Emergency Services [FES] and Fire Safe Sonoma, Inc.)
 - a. Total: \$1,237,541; CAL FIRE \$1,082,969; Match: \$154,572
 - b. Match source: \$131,300 is from General Fund FY 2018 set aside; \$23,272 from in-kind volunteer labor tracked by Fire Safe Sonoma

2. Sonoma County Parks and Open Space Fire Resilience Planning (Regional Parks is lead, in partnership with Open Space District).

a. Total: \$593,537; CAL FIRE: \$511,920; Match: \$81,618

b. Match source: Open Space staff time

On August 3, 2018, CAL FIRE informed TPW that their CAL FIRE Fire Prevention application was selected for funding. TPW and FES are partners on the project, and will work closely to implement.

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

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

The Sonoma County Workforce Investment Board (WIB) applied for and was awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to assist dislocated workers affected by the October wildfires. The grant award is \$3.3 million for 18 months beginning March 1, 2018. The grant funding will allow the WIB and Job Link to provide business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and re-employment assistance for workers who have lost their jobs due to the fires.

H. Crisis Counseling Assistance and Training Program Grant

The Crisis Counseling Assistance and Training Program, known locally as California HOPE, is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division (DHS-BHD). The California HOPE program helps individuals and communities recover from natural and human-caused disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. Counselors are available to meet people wherever they are – at home, school, work, a coffee shop, etc. – to provide crisis counseling, resource navigation, and disaster recovery education. Counselors specialize in helping survivors understand their current reactions, reduce stress, receive emotional support, prioritize their needs and solve problems, choose coping strategies, and connect with people and agencies who can help. This program is funded from a variety of sources. The initial recovery work is supported by short-term disaster relief grants from FEMA for \$4.3M. The California HOPE funding from FEMA ends in January 2019, and Kaiser Permanente has confirmed an additional \$1M. Sonoma County DHS is pursuing additional funding to continue California HOPE up to September 2019. To date, California HOPE counselors have helped to provide over 63,000 services and counseling sessions to community members. Data shows the needs for services has increased and continued to grow substantially from January 2018 to August 2018. Staff reached nearly 4,000 individuals in July and over 5,000 in August. In the first week of August alone, California HOPE staff conducted 16 education outreach sessions to reach 2,144 individuals.

- I. **Community Planning Assistance for Wildfire**
The Community Planning Assistance for Wildfire (CPAW) program works with communities to reduce wildfire risk through improved land use planning. Applications were due October 5, 2018, and selected communities receive planning assistance at no cost. Permit Sonoma, Fire and Emergency Services, and the Office of Recovery and Resiliency worked together to develop and submit an application. The application must be submitted jointly by the jurisdiction's planning and fire departments. If awarded, the CPAW program would provide planning technical expertise throughout 2019 for our community's wildfire planning priorities.
- J. **California Department of Fish and Wildlife Proposition 1 and Proposition 68 funding**
The California Department of Fish and Wildlife anticipates that it will solicit grant applications for projects related to climate resiliency, adaptation, wildfire watershed recovery, and other restoration priorities this Fall 2018. There will be two separate funding opportunities: Proposition 1 funding, and Proposition 68 funding. The Office of Recovery and Resiliency is tracking these opportunities.
- K. **California Wildlife Conservation Board Proposition 68 funding**
The California Wildlife Control Board anticipates that it will solicit grant applications for Proposition 68 funding in January 2019. They will seek projects related to climate resiliency, working landscapes, enhanced public access, biodiversity, and other State Wildlife Action Plan priorities. The Office of Recovery and Resiliency is tracking this opportunity.
- L. **CAL FIRE Grants for Forest Health**
On October 1, 2018, CAL FIRE opened the grant solicitation period for the Forest Health Program. This program is funded through the California Climate Investments (CCI), and projects are sought that proactively restore forest health to reduce greenhouse gases, protect upper watersheds where the state's water supply originates, promote the long-term storage of carbon in forest trees and soils, minimize the loss of forest carbon from large, intense wildfires, and further the goals of the California Global Warming Solutions Act of 2006 (AB 32). The emphasis of the Forest Health Program is to increase the carbon stored in living trees and protect forests, fish and wildlife habitats, native plant species and water. This requires preventing epidemic tree mortality, protecting water quality in upper watersheds, and creating forests consisting of optimally spaced trees that are resilient to disturbances such as wildfire and tree mortality. Forests with these attributes will be able to store carbon for long time periods with a lower risk of loss to wildfire or insects and disease. Applications are due January 29, 2019. The Office of Recovery and Resiliency is coordinating with applicable County Departments and partners to consider projects.
- M. **Coordinate other Recovery-Related Grant and External Funding Opportunities**
The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A

comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

3. Legislative Update

A. Legislative Advocacy

The County continues to provide the State and Federal delegation members with updates on recovery. The State legislative session has concluded and a list of chaptered fire bills are attached. Your board will receive a full end of session report on December 4, 2018.

A list of fire recovery related bills is attached.

4. Looking Forward

A. Recovery and Resiliency Draft Framework

1) Community Engagement

Your Board received and discussed the Draft Framework on September 25, 2018, and opened a 30-day public comment period on the document that ends October 26. The Draft Framework is available online at

<https://sonomacounty.ca.gov/ORR/>. Print copies are available at the County Administrator's Office at 575 Administration Drive, Suite 104A, Santa Rosa. Community members are encouraged to submit feedback and comments on the Draft Framework, as well as submit recovery related feedback, input, and questions, to recoveryinfo@sonoma-county.org. Additional information is available on the Office of Recovery website at

<https://sonomacounty.ca.gov/ORR/>. For information on overall recovery efforts, visit www.sonomacountyrecovers.org

The Office used community engagement components to gain feedback and input to inform the Draft Framework, including:

- (i) Recovery Planning Community Meetings: The Office held seven Recovery Planning Community Meetings to obtain public feedback and input on the Draft Framework. The meetings were attended by 306 members of the public. Sessions were held on:

Tuesday, July 10: County Office of Education in Santa Rosa.

Wednesday, July 11: Sebastopol Center for the Arts in Sebastopol.

Wednesday, July 25: Petaluma Community Center.

Thursday, August 2: Finley Community Center, Santa Rosa.

Wednesday, August 8: Sonoma Veterans Building, Sonoma.

Two forums were conducted in Spanish:

Tuesday, August 28: Lawrence Cook Middle School, Santa Rosa.

Wednesday, September 5: La Luz Center, Sonoma.

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

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

Access and Functional Needs Group
Bay Area Council
Blue Forest Conservation
Burbank Housing
Cal Fire
California Department of Fish and Wildlife
California Forest Management Task Force
California Human Development
Catholic Charities of Santa Rosa
Chandi Hospitality Group
City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Santa Rosa
City of Sonoma
Community Action Partnership of Sonoma County
Community Foundation
County of Lake
County of Marin
County of Mendocino
County of Napa
Crop Performance
District 1 Block Captains
District 3 Block Captains
District 4 Block Captains
Emergency Council
Enterprise Community Partners
FEMA Office of Civil Rights & Liberties
Graton Day Labor
Green Belt Alliance
Habitat for Humanity Sonoma County
HALTER Project
Hanna Boys Center
Hispanic Chamber of Commerce
Hope City
Housing Land Trust of Sonoma County
Kaiser Permanente
Keysight
La Luz
Laguna de Santa Rosa Foundation
LandPaths
Los Cien
Matt Greene Forestry

Medtronic
NOAA Fisheries
North Bay Labor Council
North Bay Leadership Council
North Bay Trades Council
North Coast Builders Exchange
North Coast Regional Water Quality Control Board
Pacific Gas & Electric
Pepperwood Preserve
Preserve Rural Sonoma County
Rebuild Northbay Foundation
Rebuilding Our Community Sonoma County
Salvation Army
San Diego County
San Francisco Bay Regional Water Quality Control Board
Santa Rosa Junior College Faculty
Santa Rosa Metro Chamber
Sierra Club
SoCo Rises
Sonoma County Alliance
Sonoma County Conservation Action
Sonoma County Farm Bureau
Sonoma County Forest Working Group
Sonoma Media
Sonoma Valley Unified
Town of Windsor
UC Berkeley
United Way of the Wine Country
University of California at Berkeley
University of California Cooperative Extension
University of California, San Diego's Scripps Institution of Oceanography
University of Nevada, Reno's The Nevada Seismology Laboratory
Urban Land Institute
Voluntary Organizations Active in Disasters (VOAD)
Wildlands Conservancy

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

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

- 2) Timeline: The Recovery and Resiliency Framework will be brought to your Board in December 2018 for consideration.

Prior Board Actions:

October 9, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement
September 25, 2018 – Received Recovery and Resiliency Draft Framework.
September 25, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
September 25, 2018 – Renewal of Emergency proclamations.
September 18, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
September 11, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
August 28, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
August 28, 2018 – Renewal of Emergency proclamations.
August 14, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
August 7, 2018 – Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
August 7, 2018 – Renewal of Emergency proclamations.
July 24, 2018 –
 A) Recovery Update on the status of recovery operations, planning, seeking of funding opportunities and community engagement.
 B) Receive an update from California Office of Emergency Services on debris removal progress.
July 10, 2018 – Renewal of Emergency proclamations.
June 13, 2018 – Received presentation on Draft Plan.
June 11, 2018 – Renewal of Emergency proclamations.
May 22, 2018 – Recovery Update on the status of recovery operations, planning, and seeking of funding opportunities.
May 8, 2018 – Renewal of Emergency proclamations.
March 20, 2018 – Renewal of Emergency proclamations; disaster fiscal update; authorized appropriations of \$9.5 million to the Disaster Response & Recovery Fund.
February 13, 2018 – Renewal of Emergency proclamations
February 6, 2018 – Established the Office of Recovery & Resiliency staffing; authorized appropriations of \$2 million to the Disaster Response & Recovery Fund.
December 19, 2017 – Disaster fiscal update and creation of Sonoma County Office of Recovery and Resiliency.

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:			
10-16-2018 CAO Recovery Update_Att A HMGP NOI 4344 10-16-2018 CAO Recovery Update_Att B HMGP NOI 4353 10-16-2018 CAO Recovery Update_Att C Fire Bills 10-16-2018 CAO Recovery Update_Att D Recovery Activities			

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

Hazard Mitigation Grant Program (HMGP) Applications Submitted for Disaster Number DR-4344

Hazard Mitigation Area	Department	Project Title	Project description	Estimated Total Cost	Federal Share	Local Share	Local Share: General Fund		Status	Notes
							Y/N	Local Share Detail		
Flood	Community Development Commission	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 1,807,043	\$ 1,555,282	\$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018	
Fire	Fire and Emergency Services	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and annex the CWPFF with the Local Hazard Mitigation Plan, which is being updated concurrently.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018	
Fire	General Services	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by installing fire monitoring cameras at strategic locations throughout the County, with associated microwave/lower systems with sufficient bandwidth. In partnership with City of Santa Rosa.	\$ 2,722,718	\$ 2,042,039	\$ 680,680	Y	County General Fund, City of Santa Rosa	App Submitted 9/4/2018	
All	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	\$ 1,993,367	\$ 1,495,025	\$ 498,342	Y	5425,808 in FY18-19 capital projects	App Submitted 7/1/2018	additional 5425,808 set aside in Capital Projects for FY18-19 (covers most of GF match)
All	Information System Department	Data Center Generator	Stand-alone generator project to protect County of Sonoma's datacenter that contain mission critical systems including emergency 911, computer aided dispatch, communications, and related public safety and emergency response systems.	\$ 622,180	\$ 466,635	\$ 155,545	Y	County General Fund	App Submitted 9/4/2018	
Flood	Regional Parks	Stabilizing and re-vegetation of Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding, erosion, and debris flow that could damage resources.	\$ 310,813	\$ 233,110	\$ 77,703	Y	County General Fund	App Submitted 9/4/2018	
All	Permit Sonoma	Sonoma County Operational Area Multi-jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that want to participate.	\$ 333,333	\$ 250,000	\$ 83,333	Y	County General Fund	App Submitted 9/4/2018	
Earthquake	Permit Sonoma	Surface fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County LHMP.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018	
Earthquake	Permit Sonoma	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, unreinforced masonry, and if possible soft-structure buildings already identified in LHMP. This project will be a phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner	App Submitted 9/4/2018	State's Earthquake Brace & Bolt (EBB) program could potentially provide portion of match if this State program was expanded to include Sonoma
Fire	Permit Sonoma with Fire and Emergency Services	Wildfire Adapted Sonoma County: Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and create corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner	App Submitted 9/4/2018	Priority for Board. chance of future match from CAL FIRE if Fire Prevention grant pursued for this.
Flood, Earthquake	Sonoma Water	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500 year flood event, and a magnitude 6.5 earthquake.	\$ 3,081,193	\$ 2,310,895	\$ 770,298	N	SCWA Water Transmission Fund	App Submitted 9/4/2018	
Flood	Sonoma Water	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,025	\$ 666,675	N	(Available Special District Funds) SCWA, Marin	App Submitted 7/1/2018	
Earthquake	Sonoma Water, Russian River County Sanitation District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - RRCSO	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,400,000	\$ 1,800,000	\$ 600,000	N	(Available Special District Funds) RRCSO Construction Fund	App Submitted 7/1/2018	
Earthquake	Sonoma Water, Sonoma Valley County Sanitation District	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers - SVCSO	Retrofit of facilities to reduce risk of system failure during an earthquake.	\$ 2,750,000	\$ 2,062,500	\$ 687,500	N	(Available Special District Funds) SVCSO Construction Fund	App Submitted 7/1/2018	
Flood	Transportation and Public Works	Culvert Improvements to Reduce Flooding	Upsize 2 culverts in sonoma county to a higher capacity to reduce flooding. Drake Rd - Guerneville (5th district)	\$ 355,000	\$ 266,250	\$ 88,750	Y	County General Fund	App Submitted 9/4/2018	
Flood	Transportation and Public Works	Russian River Flood Management & Fisheries Habitat Enhancement Planning.	Hydro-dynamic flow model for area of Russian river that is flood prone & impacts structures. From asti to alexander valley bridge (11 mi). High rates of sedimentation. Community meetings to identify hazards. Project is to create model that will allow for identifying mitigation actions that will reduce flood damage in project location.	\$ 200,000	\$ 150,000	\$ 50,000	N	TPW funds	App Submitted 9/4/2018	
All	Transportation and Public Works	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd. using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	\$ 5,092,220	\$ 3,819,165	\$ 1,273,055	N	SBI	App Submitted 7/1/2018	
All	Transportation and Public Works	Road Yard Generator	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption	\$ 250,000	\$ 187,500	\$ 62,500	N	Roads Fund	App Submitted 7/1/2018	
All	Transportation and Public Works	Airport Generator	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 4 days in the event of power outages.	\$ 480,000	\$ 360,000	\$ 120,000	N	Airport Enterprise Funds	App Submitted 7/1/2018	

TOTAL \$ 38,820,121.00
 General Fund Match Total - DR-4344 \$ 9,721,695.75
 \$ 5,039,907.00

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

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

Fire Recovery

Bill ID/Topic	Location	Summary
<p>AB 579 Flora R</p> <p>Apprenticeship: fire protection: firefighter preapprenticeship program.</p>	<p>ASSEMBLY CHAPTERED 9/28/2017 - Approved by the Governor. Chaptered by Secretary of State - Chapter 344, Statutes of 2017.</p>	<p>Existing law provides for apprenticeship programs within the Division of Apprenticeship Standards, which is within the Department of Industrial Relations, sponsored by specific entities and employers, and requires the Chief of the Division of Apprenticeship Standards to perform various functions with respect to apprenticeship programs and the welfare of apprentices. This bill would require the Division of Apprenticeship Standards, in collaboration with the California Firefighter Joint Apprenticeship Committee (CAL-JAC), to develop a statewide firefighter preapprenticeship program designed to recruit candidates from underrepresented groups. This bill would require the preapprenticeship program to meet specified objectives. This bill would also require CAL-JAC to deliver the pilot classes established by the preapprenticeship program using existing facilities and training models. This bill would require CAL-JAC to provide the program model to fire protection agencies, and would authorize a fire protection agency to then use that model and related resources to establish a local preapprenticeship program for recruiting candidates from underrepresented groups. This bill would reference an appropriation made in the Budget Act of 2017–18 to the division to establish the preapprenticeship program and would require the division to use those funds for specified purposes. This bill contains other related provisions. Last Amended on 7/10/2017</p>
<p>AB 1772 Aguiar-Curry D</p> <p>Fire insurance: indemnity.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 627, Statutes of 2018.</p>	<p>Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. In the event of a loss relating to a state of emergency, as defined, existing law establishes a minimum time limit of not less than 24 months from the date that the first payment toward the actual cash value is made during which the insured may collect the full replacement cost of the loss, subject to the policy limit, as specified. This bill would extend the minimum time limit during which an insured may collect the full replacement cost of a loss relating to a state of emergency to 36 months. The bill would require that additional extensions of 6 months be provided to policyholders for good cause under that circumstance. The bill would also require that policy forms issued by an insurer be in compliance with these changes on and after July 1, 2019. The bill would also make technical changes. This bill contains other related provisions. Last Amended on 8/24/2018</p>
<p>AB 1797 Levine D</p> <p>Residential property insurance.</p>	<p>ASSEMBLY CHAPTERED 8/27/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 205, Statutes of 2018.</p>	<p>Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage, as specified. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require an insurer that provides replacement cost coverage to provide, on an every other year basis, at the time an offer to renew a policy of residential property insurance is made to the policyholder, an estimate of the cost necessary to rebuild or replace the insured structure that complies with specified existing regulations. The bill would exempt an insurer from this requirement if either the policyholder has requested, within the 2 years prior to the offer to renew the policy, and the insurer has provided, coverage limits greater than the previous limits that the policyholder had selected, or if the insurer has made specified offers to the policyholder. The bill would state its provisions are not intended to change existing law with respect to the duty of a policyholder or applicant to select the coverage limits for a policy of residential property insurance. The bill's provisions would become operative July 1, 2019. Last Amended on 6/19/2018</p>
<p>AB 1799 Levine D</p> <p>Insurance: policy documents.</p>	<p>ASSEMBLY CHAPTERED 7/9/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 69, Statutes of 2018.</p>	<p>Existing law requires an insurer, after a covered loss under a fire insurance policy, to provide the insured with a free copy of his or her policy within 30 calendar days of receiving a request from the insured, but allows the Insurance Commissioner to extend this period. Existing law also provides that an insured who does not experience a covered loss shall, upon request, be entitled to one free copy of his or her policy annually. This bill would specify that the copy of the policy provided shall be a complete copy of the policy in effect at the time of the loss and shall include the full policy, any endorsements to the policy, and the policy declarations page. The bill would authorize an</p>

		insurer that is not compliant with specified electronic document transmission requirements to provide a copy of the entire policy in electronic form if the covered loss is the result of a state of emergency and the electronic copy is requested by an insured who has not elected to receive electronic documents. The bill would require an insurer that is compliant with those requirements to provide an electronic copy of the entire policy if the same criteria are met. The bill would provide that request by an insured under these circumstances is not a request to receive future electronic communications. Last Amended on 4/12/2018
<u>AB 1800</u> <u>Levine D</u> Fire insurance: indemnity.	ASSEMBLY CHAPTERED 9/21/2018 - Chaptered by Secretary of State - Chapter 628, Statutes of 2018.	Existing law defines the measure of indemnity for a loss under an open fire insurance policy and specifies time limits under which an insured must collect the full replacement cost of the loss. Existing law prohibits, in the event of a total loss of the insured structure, a fire insurance policy issued or delivered in the state from limiting or denying payment of the replacement cost of property if the insured decides to rebuild or replace the property at a location other than the insured premises. Existing law requires the measure of indemnity to be based upon the replacement cost of the insured property and prohibits it from being based upon the cost to repair, rebuild, or replace at a location other than the insured premises. This bill would instead prohibit, in the event of a total loss of an insured structure, a fire insurance policy issued or delivered in this state from containing a provision that limits or denies, on the basis that the insured has decided to rebuild at a new location or to purchase an already built home at a new location, payment of the building code upgrade cost or the replacement cost, including any extended replacement cost coverage, to the extent those costs are otherwise covered by the terms of the policy or any policy endorsement. The bill would prohibit the measure of indemnity from exceeding, rather than requiring it to be based upon, the replacement cost, as specified. The bill would require all policy forms issued or renewed on and after July 1, 2019, to contain these provisions. This bill contains other related provisions. Last Amended on 8/24/2018
<u>AB 1875</u> <u>Wood D</u> Residential property insurance.	ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 629, Statutes of 2018.	Existing law generally regulates classes of insurance, including residential property insurance. Under existing law, the California FAIR (fair access to insurance requirements) Plan Association, a joint reinsurance association in which all insurers licensed to write basic property insurance participate, administers a program for the equitable apportionment of basic property insurance for persons who are unable to obtain that coverage through normal channels. Existing law requires the association to establish and maintain an Internet Web site and a toll-free telephone number through which a person may receive assistance in applying for basic property insurance. Existing law requires an insurer member of the plan to provide the Internet Web site address and toll-free telephone number to an applicant who is denied coverage. This bill would require the Department of Insurance to establish the California Home Insurance Finder on its Internet Web site to help homeowners connect with an insurance agent or broker for residential property insurance. The bill would require the department to annually survey agents, brokers, and insurers about inclusion in the finder, and post participants' names, addresses, phone numbers, and Internet Web sites, if available, to the finder on or before July 1, 2020. The bill would require the commissioner to use social media and other tools to promote the finder, and to create materials in the most common languages used in California. The bill would require an insurer to disclose specified information to an applicant who is denied coverage or a policyholder whose policy is canceled or not renewed, including, on or after July 1, 2020, information about the finder. The bill would require specified information, including the Internet Web site address of the department's Homeowners Coverage Comparison Tool, to be disclosed on or after July 1, 2020, upon an offer of a policy of residential property insurance if specified conditions are met. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, if the amount is different from that of the previous year, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. Last Amended on 8/24/2018
<u>AB 1877</u> <u>Limón D</u>	ASSEMBLY CHAPTERED 9/21/2018 - Chaptered by	The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies.

Office of Emergency Services: communications: notifications: translation.	Secretary of State - Chapter 630, Statutes of 2018.	Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. This bill would require the Office of Emergency Services to create a library of translated emergency notifications and a translation style guide, as specified, and would require designated alerting authorities, as defined, to consider using the library and translation style guide that may be used by designated alerting authorities when issuing emergency notifications to the public. The bill would authorize the office to require a city, county, or city and county to translate emergency notifications as a condition of approving its application to receive any voluntary grant funds with a nexus to emergency management performance. Last Amended on 8/24/2018
<u>AB 1919</u> <u>Wood D</u> Price gouging: state of emergency.	ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 631, Statutes of 2018.	Under existing law, upon the proclamation of a state of emergency, as defined, declared by the President of the United States or the Governor, or upon the declaration of a local emergency, as defined, by the executive officer of any county, city, or city and county, and for a period of 30 days following that declaration, it is a misdemeanor with specified penalties for a person, contractor, business, or other entity to sell or offer to sell certain goods and services, including housing, for a price that exceeds by 10% the price charged by that person immediately prior to the proclamation of emergency, except as specified. Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. This bill would additionally, upon the proclamation or declaration of an emergency as described above, make it a misdemeanor for a person, business, or other entity to increase the rental price, as defined, advertised, offered, or charged for housing to an existing or prospective tenant by more than 10%. The bill would extend the prohibition with regards to housing for any period that the proclamation or declaration is extended. The bill would additionally make it a misdemeanor for a person, business, or entity to evict a housing tenant after the proclamation of a state of emergency and then rent or offer to rent to another person at a rental price higher than the evicted tenant could be charged. By creating a new crime, this bill would create a state-mandated local program. The bill would require the Office of Emergency Services, upon the proclamation of an emergency by the Governor, to include information about these provisions and guidance to property owners, as specified, on an appropriate Internet Web site. This bill contains other related provisions and other existing laws. Last Amended on 8/17/2018
<u>AB 1928</u> <u>McCarty D</u> California Conservation Corps: contracts.	ASSEMBLY CHAPTERED 9/5/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 253, Statutes of 2018.	Existing legislative findings and declarations state that the California Conservation Corps offers California a unique opportunity to meet both the goal of increasing understanding and appreciation of the environment and the goal of helping youths become productive adults. Existing law provides that the Legislature reaffirms its intent that the corps' mission includes increasing awareness of and improving our natural resources, and instilling basic skills and a healthy work ethic in California youth, building their character, self-esteem, and self-discipline, and establishing within them a strong sense of civic responsibility and understanding of the value of a day's work for a day's wages. This bill would authorize the California Conservation Corps, until January 1, 2024, to enter into a contract with an individual or collective of certified community conservation corps for a specified type of project or program that is in furtherance of those legislative findings and declarations. The bill would authorize the Director of the California Conservation Corps to establish guidelines for these purposes and would require these contracts to adhere to any established guidelines. The bill would require the California Conservation Corps to file a report on the success of any such program or project with the Legislature before January 1, 2023. Last Amended on 8/15/2018
<u>AB 1954</u> <u>Patterson R</u> Timber harvest plans:	ASSEMBLY CHAPTERED 8/27/2018 - Approved by the Governor. Chaptered by	The Z'berg-Nejedly Forest Practices Act of 1973 prohibits a person from conducting timber operations, as defined, unless a timber harvesting plan prepared by a registered professional forester has been submitted to the Department of Forestry and Fire Protection. The act authorizes the State Board of Forestry and Fire Protection to exempt from some or all of those provisions of the act a person engaging in specified forest management activities, including a person engaged in forest management whose activities are limited to the cutting or removal of trees on the person's

<p>exemption: reducing flammable materials.</p>	<p>Secretary of State - Chapter 207, Statutes of 2018.</p>	<p>property in compliance with existing laws relating to defensible space, as provided, and requires the board to adopt regulations to implement this exemption no later than January 1, 2016. Existing law requires the department evaluate the effects of this exemption and report its recommendations to the Legislature based on that evaluation, as provided. Existing law makes the exemption inoperative 3 years after the effective date of regulations adopted by the board or no later than January 1, 2019. This bill would extend the inoperative date to January 1, 2022, and would delete the reporting requirement. Last Amended on 4/16/2018</p>
<p><u>AB 1956</u> <u>Limón D</u> Fire prevention activities: local assistance grant program.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 632, Statutes of 2018.</p>	<p>Existing law requires the Director of Forestry and Fire Protection to establish a working group, consisting of specified members, to identify potential incentives for landowners to implement prefire activities, as defined, in state responsibility areas and urban wildland communities and to identify all federal, state, or local programs, private programs, and any other programs requiring a cost share that involves prefire activities. This bill would repeal this law. This bill contains other related provisions and other existing laws. Last Amended on 8/23/2018</p>
<p><u>AB 2091</u> <u>Grayson D</u> Fire prevention: prescribed burns: insurance pool.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 634, Statutes of 2018.</p>	<p>Existing law authorizes a person, firm, or corporation, or a group or combination of persons, firms, corporations, or groups, that owns or controls brush-covered land, forest lands, woodland, grassland, shrubland, or any combination thereof within a state responsibility area to apply to the Department of Forestry and Fire Protection for permission to utilize a prescribed burning for specified public purposes. The Governor has issued an executive order relating to, among other subjects, the streamlining of permitting for landowner-initiated projects for the improvement of forest health and the reduction of forest-fire fuels on their properties. Pursuant to this executive order, a Forest Management Task Force involving specified state agencies has been convened. This bill would express the intent of the Legislature to enact legislation to increase the pace and scale of the use of prescribed fire and to reduce barriers for conducting prescribed burns. The bill would require the Forest Management Task Force or its successor entity, on or before January 1, 2020, and in coordination with the Department of Insurance, to develop recommendations for the implementation of an insurance pool or other mechanism for prescribed burn managers that reduces the cost of conducting prescribed fire while maintaining adequate liability protection for lives and property when conducting prescribed burns. Last Amended on 8/24/2018</p>
<p><u>AB 2126</u> <u>Eggman D</u> California Conservation Corps: forestry corps program.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 635, Statutes of 2018.</p>	<p>Existing law establishes the California Conservation Corps in the Natural Resources Agency and requires the corps to implement and administer the conservation corps program. Existing law requires the Governor to appoint a director to act as the administrative officer of the corps. Existing law authorizes the director to employ special corps members without regard to their ages so that the corps may draw upon their special skills that may contribute to the attainment of the objectives of the program. Existing law provides that these special members may be assigned to headquarters, as well as field positions. This bill would require the director, no later than July 1, 2019, to establish a forestry corps program to accomplish certain objectives including developing and implementing forest health projects, as provided, and establishing forestry corps crews. The bill would require the director to partner with certified community conservation corps in implementing the forestry corps program, where feasible. The bill would require the director, no later than January 1, 2020, to establish 4 forestry corps crews, one to be based in the Central Valley, one in the Inland Empire, and 2 to be based in either a state responsibility area or a very high hazard fire zone, as specified. This bill contains other related provisions. Last Amended on 8/24/2018</p>
<p><u>AB 2229</u> <u>Wood D</u> Residential property insurance: disclosures.</p>	<p>ASSEMBLY CHAPTERED 7/9/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 75, Statutes of 2018.</p>	<p>Existing law requires a named insured on a residential property insurance policy be provided with a copy of the California Residential Property Insurance Disclosure, which sets forth a description of certain types of insurance coverage, such as actual cash value coverage and guaranteed replacement cost coverage. Existing law also requires every California Residential Property Insurance Disclosure be accompanied by a California Residential Property Insurance Bill of Rights. This bill would require a California Residential Property Insurance Disclosure that is provided on and after January 1, 2020, to include any fire safety-related discounts offered by the insurer. Last Amended on 4/12/2018</p>

<p><u>AB 2238</u> <u>Aguiar-Curry D</u></p> <p>Local agency formation: regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.</p>	<p>ASSEMBLY CHAPTERED 9/30/2018 - Signed by the Governor</p>	<p>(1)Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the authority and procedures for the initiation, conduct, and completion of changes of organization and reorganization of cities and districts. The act specifies the factors that a local agency formation commission is required to consider in the review of a proposal for a change of organization or reorganization, including, among other things, per capita assessed valuation and the proposal’s consistency with city or county general and specific plans.This bill would instead require the commission to consider the assessed valuation rather than per capita assessed valuation. The bill would additionally require the commission to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone or maps that identify land determined to be in a state responsibility area if it is determined that such information is relevant to the area that is the subject of the proposal. By adding to the duties of local agency formation commissions in reviewing a change of organization or reorganization, this bill would impose a state-mandated local program.This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p><u>AB 2252</u> <u>Limón D</u></p> <p>State grants: state grant administrator.</p>	<p>ASSEMBLY CHAPTERED 9/10/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 318, Statutes of 2018.</p>	<p>The Grant Information Act of 1999 authorizes state agencies to make available on the Internet a listing, of all grants administered by that agency, that includes specified information and provides instructions on filing grant applications electronically, or on the manner in which to download, complete, and mail grant applications to the state agency, or both. The act also authorizes each state agency to make available on the Internet any printed grant application form used by the agency to award grants that are administered by that agency.This bill would, instead, enact the Grant Information Act of 2018. The bill would require the California State Library, on or before July 1, 2020, to create a funding opportunities Internet Web portal that provides a centralized location for grant seekers to find state grant opportunities. The bill would additionally require each state agency, on or before July 1, 2020, to register every grant the state agency administers with the California State Library prior to commencing a solicitation or award process for distribution of the grant, as specified. The bill would require each state agency, on or before July 1, 2020, to provide for the acceptance of electronic applications for any grant administered by the state agency, as appropriate. The bill would additionally require the California State Library to create an annual report to the Legislature relating to the effectiveness of the Internet Web portal, as specified. Last Amended on 8/17/2018</p>
<p><u>AB 2380</u> <u>Aguiar-Curry D</u></p> <p>Fire protection: privately contracted private fire prevention resources.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 636, Statutes of 2018.</p>	<p>Existing law provides that fire companies in unincorporated and incorporated towns may be organized, as provided, and be subject to specified provisions and requirements. Existing law provides that the city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing service within its city. Existing law establishes in state government, within the office of the Governor, the Office of Emergency Services. Existing law requires the office to be responsible for the state’s emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. Existing law, the FIRESCOPE Act of 1989, requires the office to establish and administer a program, known as the FIRESCOPE Program, to maintain and enhance the efficiency and effectiveness of managing multiagency firefighting resources in responding to an incident.This bill would require the office, in collaboration with the Department of Forestry and Fire Protection and the board of directors of the FIRESCOPE Program, to develop standards and regulations for any privately contracted private fire prevention resources operating during an active fire incident in the state, as provided, and to develop regulations to govern the use of equipment used by privately contracted private fire prevention resources during an active fire incident, as provided. Last Amended on 8/28/2018</p>
<p><u>AB 2518</u> <u>Aguiar-Curry D</u></p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by</p>	<p>Existing law establishes the Department of Forestry and Fire Protection in the Natural Resources Agency. Existing law declares that a thriving in-state forest products sector provides public benefits, including employment opportunities in both rural and urban areas, and economic development for rural communities. Existing law requires</p>

<p>Innovative forest products and mass timber.</p>	<p>Secretary of State - Chapter 637, Statutes of 2018.</p>	<p>the Secretary of the Natural Resources Agency to establish a working group on expanding wood product markets, as provided. This bill would require, on or before January 31, 2020, the department, in consultation with the State Board of Forestry and Fire Protection, to identify barriers to in-state production of mass timber and other innovative forest products, as those terms are defined, and develop solutions that are consistent with the state's climate objectives on forest lands. The bill would require the department to collaborate with the working group described above, other state agencies, and independent experts, including with apprenticeship programs of organized labor, community colleges, and others with similar expertise, on innovative forest products and mass timber workforce training and job creation. This bill contains other related provisions. Last Amended on 8/24/2018</p>
<p><u>AB 2551</u> <u>Wood D</u> Forestry and fire prevention: joint prescribed burning operations: watersheds.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 638, Statutes of 2018.</p>	<p>Existing law requires the Department of Forestry and Fire Protection to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would instead authorize the director to enter into those agreements with small nonindustrial landowners, as defined. The bill would delete the term and interest rate requirements relating to these loans and instead require the director to establish reasonable terms relating to the length of, and the interest rate for, the loans. The bill would also authorize the director to provide the director's share of the costs described above in advance of any performed work if the eligible landowner agrees in writing to undertake the forest resource improvement work and agrees to the condition that any funds provided for uncompleted work shall constitute grounds for a claim and lien upon the real property owned by the landowner, as provided. The bill would require any money recovered from the lien to be deposited into the fund. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p><u>AB 2576</u> <u>Aguiar-Curry D</u> Emergencies: health care.</p>	<p>ASSEMBLY CHAPTERED 9/23/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 716, Statutes of 2018.</p>	<p>(1) Existing law, the California Emergency Services Act, authorizes the Governor to proclaim a state of emergency, and local officials and local governments to proclaim a local emergency, when specified conditions of disaster or extreme peril to the safety of persons and property exist, and authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. Existing law authorizes the Governor, during a state of emergency, to direct all state agencies to utilize and employ state personnel, equipment, and facilities to perform activities that are designed to prevent or alleviate actual and threatened damage due to that emergency. Existing law authorizes a state agency so directed to expend any of the moneys that have been appropriated to it in order to perform that activity. This bill would authorize the Governor, during a state of emergency, to direct all state agencies to utilize, employ, and direct state personnel, equipment, and facilities for the performance of any and all activities that are designed to allow community clinics and health centers to provide and receive reimbursement for services provided during or immediately following the emergency. The bill would authorize any agency directed by the Governor to perform those activities to expend any of the moneys that have been appropriated to it in order to perform those activities, irrespective of the particular purpose for which the moneys were originally appropriated. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p><u>AB 2594</u> <u>Friedman D</u> Fire insurance.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 639, Statutes of 2018.</p>	<p>Existing law generally regulates fire insurance and county mutual fire insurers. Existing law prescribes the standard form for a fire insurance policy or county fire insurance policy. Existing law imposes a 12-month statute of limitations in which to bring suit under a fire insurance policy or a county fire insurance policy after a loss. Existing law makes it a misdemeanor for an insurer or agent to countersign or issue a fire policy that varies from the California standard form of policy. This bill would revise the standard forms of policy and extend the period in which to bring suit to 24 months after the inception of the loss if the loss is related to a state of emergency, as specified. By expanding the scope of an existing crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018</p>
<p><u>AB 2687</u> <u>Quirk-Silva D</u> Office of Small Business.</p>	<p>ASSEMBLY CHAPTERED 9/5/2018 - Approved by the Governor. Chaptered by</p>	<p>Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of</p>

	Secretary of State - Chapter 266, Statutes of 2018.	small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. Last Amended on 6/7/2018
<u>AB 2889</u> <u>Caballero D</u> Timber harvesting plans: guidance and assistance.	ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 640, Statutes of 2018.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. Last Amended on 4/30/2018
<u>AB 2898</u> <u>Gloria D</u> Emergency services: local emergencies.	ASSEMBLY CHAPTERED 9/14/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 395, Statutes of 2018.	Existing law, the California Emergency Services Act, establishes the Office of Emergency Services and vests the office with responsibility for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, as specified. The act also prescribes a process for the declaration of a local emergency and permits a local emergency to be proclaimed only by the governing body of a city or county or by an official designated by ordinance adopted by that governing body. Existing law requires the governing body to review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. This bill would instead require review of a local emergency by the governing body, as described above, to occur at least once every 60 days. This bill contains other related provisions. Last Amended on 8/8/2018
<u>AB 2911</u> <u>Friedman D</u> Fire safety.	ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 641, Statutes of 2018.	(1) Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the Director of Forestry and Fire Protection and exempts a local agency, as defined, from that requirement if ordinances of the local agency, adopted on or before December 31, 1992, impose standards that are equivalent to, or more restrictive than, specified state standards. Existing law authorizes a local agency, at its discretion, to exclude from specified requirements governing fire risk reduction an area identified as a very high fire hazard severity zone by the director within the jurisdiction of the local agency, following a specified finding supported by substantial evidence that those requirements are not necessary for effective fire protection within the area. This bill would eliminate the above-described exemption and exclusion and would require a local agency to transmit a copy of any ordinance adopted pursuant to these provisions to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing new responsibilities on local agencies with regard to the adoption of fire safety ordinances, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018
<u>AB 2915</u> <u>Caballero D</u>	ASSEMBLY CHAPTERED 9/23/2018 - Approved by the Governor. Chaptered by	Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and

<p>Workforce development boards: mutual disaster aid assistance: memorandum of understanding.</p>	<p>Secretary of State - Chapter 722, Statutes of 2018.</p>	<p>workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things, develop effective linkages with employers in the region to support employer utilization of the local workforce development system and to support local workforce investment activities. The bill would require, by July 1, 2020, the California Workforce Development Board to develop, in conjunction with the Employment Development Department and with input from local workforce development boards, a policy regarding mutual aid agreements between and among local workforce development boards to enable them to effectively respond to disasters and that is consistent with applicable state and federal law. Last Amended on 6/21/2018</p>
<p><u>AB 2941</u> Berman D</p> <p>Health care coverage: state of emergency.</p>	<p>ASSEMBLY CHAPTERED 8/24/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 196, Statutes of 2018.</p>	<p>Existing law, the Knox-Keene Health Care Service Plan Act of 1975 (Knox-Keene), provides for the licensure and regulation of health care service plans by the Department of Managed Health Care, and makes a willful violation of the act a crime. Existing law provides for the regulation of health insurers by the Department of Insurance. Existing law requires the Department of Managed Health Care and the Insurance Commissioner to adopt regulations to ensure enrollees and insureds have access to needed health care services in a timely manner, and requires a health care service plan contract or health insurance policy to provide information to an enrollee or insured regarding the standards for timely access to care. This bill would require a health care service plan or health insurer to provide its enrollees or insureds who have been displaced by a state of emergency, as defined, access to medically necessary health care services, as specified. The bill would require a health care service plan or health insurer, within 48 hours of a declaration of emergency by the Governor that displaces or has the immediate potential to displace enrollees or insureds, to file a notification with the appropriate department, containing specified information regarding how the plan or insurer is addressing the needs of its enrollees or insureds during the state of emergency. Because a willful violation of the bill's requirements relative to health care service plans would be a crime, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018</p>
<p><u>AB 2990</u> Low D</p> <p>Public postsecondary education: exemption from tuition and fees for qualifying survivors of deceased public safety and fire suppression personnel: notice.</p>	<p>ASSEMBLY CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State - Chapter 642, Statutes of 2018.</p>	<p>(1) Existing law prohibits the Board of Directors of the Hastings College of the Law, the Board of Governors of the California Community Colleges, the Trustees of the California State University, and, if they adopt an appropriate resolution, the Regents of the University of California, from collecting mandatory systemwide tuition and fees from any surviving spouse or surviving child of a deceased person who was a resident of the state and employed by or contracting with a public agency, whose principal duties consisted of active law enforcement service or active fire suppression and prevention, and who died as a result of his or her duties, as specified. This bill would require the Hastings College of Law, and each campus of the California Community Colleges and the California State University that has an Internet Web site, and, in the event that the regents adopt an appropriate resolution, each campus of the University of California that has an Internet Web site, to provide an online posting or notice of systemwide fee or tuition waivers available to students pursuant to the provision described above. The bill would require that the online posting or notice be accessible through a prominent direct link to an application for a waiver of the systemwide fee or tuition, that the direct link appear on the primary Web page of the financial aid section of the campus Web site, and that the direct link be accompanied by a description of eligibility requirements for the waiver of the systemwide fee or tuition, as specified. This bill contains other related provisions and other existing laws. Last Amended on 4/5/2018</p>
<p><u>AB 3257</u> Committee on Natural Resources</p>	<p>ASSEMBLY CHAPTERED 9/11/2018 - Approved by the Governor. Chaptered by</p>	<p>(1) Existing law, the Surface Mining and Reclamation Act of 1975, prohibits a person, with exceptions, from conducting surface mining operations unless, among other things, a permit is obtained from, a specified reclamation plan is submitted to and approved by, and financial assurances for reclamation have been approved by the lead agency, as defined, for the operation of the surface mining operation. The act requires that the State Mining and</p>

Natural resources.	Secretary of State - Chapter 349, Statutes of 2018.	Geology Board submit to the Legislature each year a report on the actions taken under the act during the preceding fiscal year, and requires the Division of Mine Reclamation in the Department of Conservation, at a minimum, to quarterly publish in the California Regulatory Notice Register, or otherwise make available upon request to the Department of General Services or any other state or local agency, a list identifying specified information pertaining to surface mining operations for which a report is required. This bill would revise the information to be included in that list, and would require identification of all surface mining operations subject to the act that are reporting as newly permitted, active, or idle. This bill contains other related provisions and other existing laws. Last Amended on 8/23/2018
SB 302 Mendoza D Joint powers agencies: Orange County Fire Authority: funds.	SENATE CHAPTERED 10/14/2017 - Approved by the Governor. Chaptered by Secretary of State. Chapter 807, Statutes of 2017.	Existing law requires property tax revenues of the County of Orange that are allocated by that county to a joint powers authority formed for the purpose of providing fire protection to be used by that authority for fire protection purposes, as defined. Existing law authorizes a local agency to transfer any portion of its property tax revenues that is allocable to one or more tax rate areas within the local agency to one or more other local agencies that have the same tax rate areas, as specified, subject to specified conditions, including that the transfer will not impair the ability of the transferring agency to provide existing services. This bill would additionally require, with regard to transfers of structural fire fund property tax revenues allocated by the County of Orange to a joint powers agency and required by existing law to be used to provide fire protection, that the transfer be approved by the county, a majority of member cities, and the agency currently receiving the funds. This bill contains other related provisions. Last Amended on 7/3/2017
SB 465 Jackson D Property Assessed Clean Energy Program: wildfire safety improvements.	SENATE CHAPTERED 9/27/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 837, Statutes of 2018.	Existing law, known commonly as the Property Assessed Clean Energy (PACE) program, authorizes a public agency, by making specified findings, to authorize public agency officials and property owners to enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources or energy or water efficiency improvements that are permanently fixed to real property. This bill would, until January 1, 2029, enact the Wildfire Safety Finance Act, which would expand these provisions to also authorize a legislative body that has accepted the designation of Very High Fire Hazard Severity Zone to designate an area for contractual assessments to finance the installation of wildfire safety improvements that are permanently fixed to real property, in accordance with specified procedures and requirements that are similar to requirements that apply to the PACE program under existing law. The bill would define "public agency," for purposes of financing the installation of wildfire safety improvements, to mean a city, county, or city and county. The bill would make conforming changes in the CFL, the Mello-Roos Community Facilities Act of 1982, and other related laws to that effect. This bill contains other related provisions and other existing laws. Last Amended on 8/27/2018
SB 821 Jackson D Emergency notification: county jurisdictions.	SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 615, Statutes of 2018.	The California Emergency Services Act establishes the Office of Emergency Services in the office of the Governor and provides that the office is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies, including responsibility for activities necessary to prevent, respond to, recover from, and mitigate the effects of emergencies and disasters to people and property. This bill would authorize each county, including a city and county, to enter into an agreement to access the contact information of resident account holders through the records of a public utility or other agency responsible for water service, waste and recycling services, or other property-related services for the sole purpose of enrolling county residents in a county-operated public emergency warning system. The bill would require any county that enters into such an agreement to include procedures to enable any resident to opt out of the warning system and a process to terminate the receiving agency's access to the resident's contact information. The bill would prohibit the use of the information gathered for any purpose other than for emergency notification. This bill contains other existing laws. Last Amended on 8/23/2018
SB 824 Lara D	SENATE CHAPTERED 9/21/2018 - Approved by the	(1) Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy.

<p>Insurers: declared disaster: homeowners' insurance policies.</p>	<p>Governor. Chaptered by Secretary of State. Chapter 616, Statutes of 2018.</p>	<p>Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p>SB 833 McGuire D</p> <p>Emergencies: Office of Emergency Services: guidelines: alert and warning systems.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 617, Statutes of 2018.</p>	<p>The California Emergency Services Act establishes the Office of Emergency Services (OES) in the office of the Governor and provides that OES is responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. The act also provides for systems for the public dissemination of alerts regarding missing children, attacks upon law enforcement officers, and missing persons who are 65 years of age or older, among others, and requires the Department of the California Highway Patrol to activate these systems and issue alerts upon the request of a law enforcement agency if certain conditions are met. This bill, on or before July 1, 2019, would require OES, in consultation with specified entities, to develop voluntary guidelines for alerting and warning the public of an emergency. The bill would require OES to provide each city, county, and city and county with a copy of the guidelines. This bill contains other related provisions. Last Amended on 8/20/2018</p>
<p>SB 894 Dodd D</p> <p>Property insurance.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 618, Statutes of 2018.</p>	<p>Existing law requires an insurer, in the case of a total loss to the primary insured structure under a policy of residential property insurance, to offer to renew the policy at least once if the loss to the primary insured structure was caused by a disaster, as defined, and was not also due to the negligence of the insured, except as specified. This bill would instead, under specified circumstances, require the insurer to offer to renew the policy for at least the next 2 annual renewal periods or 24 months, whichever is greater. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p>SB 896 McGuire D</p> <p>Aggravated arson.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 619, Statutes of 2018.</p>	<p>Existing law, until January 1, 2019, defines the offense of aggravated arson, and defines the aggravating factors for the offense as, the person has been previously convicted of arson on one or more occasions within the past 10 years, the fire caused property damage and other losses in excess of \$7,000,000, or the fire caused damage to, or the destruction of, 5 or more inhabited structures. Existing law, commencing January 1, 2019, deletes the aggravating factor of property damage and other losses in excess of \$7,000,000 from the definition of aggravated arson. This bill would extend the operation of the former aggravated arson offense until January 1, 2024, and would increase the threshold of property damage and other losses constituting an aggravating factor for aggravated arson to \$8,300,000. The bill would delay operation of the latter aggravated arson offense that deletes the threshold dollar amount of property damages or losses as an aggravating factor until January 1, 2024. By extending the operation of law defining a crime, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 5/25/2018</p>
<p>SB 901 Dodd D</p> <p>Wildfires.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 626, Statutes of 2018.</p>	<p>(1) Existing law, the California Emergency Services Act, among other things, authorizes the Governor, with the advice of the Office of Emergency Services, to divide the state into mutual aid regions for the more effective application, administration, and coordination of mutual aid and other emergency-related activities. Existing law authorizes the Office of Emergency Services to coordinate response and recovery operations in the mutual aid regions. The Budget Act of 2018 appropriated \$99,376,000 to the Office of Emergency Services for purposes of local assistance. Of those funds, \$25,000,000 was made available, pursuant to a schedule, for equipment and technology that improves the mutual aid system. Existing law authorizes the Department of Forestry and Fire Protection (CalFire) to administer various programs, including grant programs, relating to forest health and wildfire protection. This bill would revise the Budget Act of 2018 to provide that the \$25,000,000 described above shall be</p>

		applied to support activities directly related to regional response and readiness. The bill would provide that these activities include predeployment of Office of Emergency Services fire and rescue and local government resources that are part of the California Fire and Rescue Mutual Aid System or additional resources upon the authority and approval of the Office of Emergency Services to meet the requirements for state resources called up for predisaster and disaster response. This bill contains other related provisions and other existing laws. Last Amended on 8/28/2018
<u>SB 914</u> <u>Dodd D</u> Local agency contracts: construction manager at-risk construction contracts.	SENATE CHAPTERED 7/16/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2018.	Existing law authorizes a county, until January 1, 2023, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for the erection, construction, alteration, repair, or improvement of any building owned or leased by the county, subject to certain requirements, including that the method may only be used for projects that are in excess of \$1,000,000. This bill would expand that authorization by authorizing a public entity, of which the members of the county board of supervisors make up the members of the governing body of that public entity, with the approval of its governing body, to utilize construction manager at-risk construction contracts. The bill would also authorize the county or public entity to utilize those contracts for the erection, construction, alteration, repair, or improvement of infrastructure owned or leased by the county or the public entity, as applicable, including, but not limited to, buildings, utility improvements associated with buildings, flood control and underground utility improvements, and bridges, but excluding roads. Last Amended on 6/6/2018
<u>SB 917</u> <u>Jackson D</u> Insurance policies.	SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 620, Statutes of 2018.	Existing law regulates insurance and the business of insurance in the state. Under existing law, an insurer is liable for a loss of which a peril insured against was the proximate cause, although a peril not contemplated by the contract may have been a remote cause of the loss. Under existing law, an insurer is not liable for a loss of which the peril insured was only the remote cause. This bill would require coverage to be provided if a loss or damage results from a combination of perils, one of which is a landslide, mudslide, mudflow, or debris flow, if an insured peril is the efficient proximate cause of the loss or damage and coverage would otherwise be provided for the insured peril. The bill would require coverage to be provided under the same terms and conditions as would be provided for the insured peril. The bill would state that it does not constitute a change in, but is declaratory of, existing law, and that it does not alter or abrogate any coverage or defenses, either in contract or law, that existed prior to January 1, 2019. Last Amended on 8/23/2018
<u>SB 929</u> <u>McGuire D</u> Special districts: Internet Web sites.	SENATE CHAPTERED 9/14/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 408, Statutes of 2018.	The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 provides the exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and reorganization for special districts, as specified. The California Public Records Act requires a local agency to make public records available for inspection and allows a local agency to comply by posting the record on its Internet Web site and directing a member of the public to the Internet Web site, as specified. This bill would, beginning on January 1, 2020, require every independent special district to maintain an Internet Web site that clearly lists contact information for the special district, except as provided. Because this bill would require local agencies to provide a new service, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 8/16/2018
<u>SB 969</u> <u>Dodd D</u> Automatic garage door openers: backup batteries.	SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 621, Statutes of 2018.	Existing law requires an automatic garage door opener that is manufactured for sale, purchased, sold, offered for sale, or installed in a residence to comply with specified safety requirements, including that the automatic garage door opener have an automatic reverse safety device. This bill, beginning July 1, 2019, would also require an automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence to have a battery backup function that is designed to operate when activated because of an electrical outage. The bill would make a violation of those provisions subject to a civil penalty of \$1,000. The bill would, on and after July 1, 2019, prohibit a replacement residential garage door from being installed in a manner that connects the door to an existing garage door opener that does not meet the requirements of these provisions. Last Amended on 6/14/2018

<p><u>SB 1040</u> <u>Dodd D</u></p> <p>In-home supportive services: natural disaster.</p>	<p>SENATE CHAPTERED 9/26/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 789, Statutes of 2018.</p>	<p>(1)Existing law establishes the In-Home Supportive Services (IHSS) program, administered by the State Department of Social Services and counties, under which qualified aged, blind, and disabled persons are provided with supportive services, as defined, in order to permit them to remain in their own homes. The California Emergency Services Act authorizes the Governor to declare a state of emergency under specified conditions and requires a county, including a city and county, to update its emergency plan to address, among other things, how the access and functional needs population, as defined, is served by emergency communications, evacuation, and sheltering. This bill would require a county to use a void and reissue warrant process for any provider who lost or had damaged an uncashed warrant because of a natural disaster resulting in a state of emergency. The bill would require a county, including a city and county, at the next update to its emergency plan, to integrate and require the assessment and provision of supportive services to IHSS recipients. This bill contains other related provisions and other existing laws. Last Amended on 6/19/2018</p>
<p><u>SB 1076</u> <u>Hertzberg D</u></p> <p>Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.</p>	<p>SENATE CHAPTERED 9/11/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 353, Statutes of 2018.</p>	<p>The California Emergency Services Act creates within the office of the Governor the Office of Emergency Services, which is responsible for the state’s emergency and disaster response services, as specified. Existing federal law requires a state mitigation plan as a condition for disaster assistance and authorizes the Federal Emergency Management Agency to condition mitigation grant assistance upon state, local, and Indian tribal governments undertaking coordinated disaster mitigation planning and implementation measures. This bill would require the office to include an evaluation of risks from an electromagnetic pulse attack, a geomagnetic storm event, and from other potential causes of a long-term electrical outage in the next update of the State Hazard Mitigation Plan undertaken to comply with the federal requirements. As necessary, based on that analysis, the bill would require the plan to identify cost-effective and feasible measures to lessen risks from those hazards, including hardening the critical infrastructure of electrical utilities. Last Amended on 8/16/2018</p>
<p><u>SB 1079</u> <u>Monning D</u></p> <p>Forest resources: fire prevention grants: advance payments.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 622, Statutes of 2018.</p>	<p>Existing law authorizes the Director of Forestry and Fire Protection to provide grants to entities, including, but not limited to, private or nongovernmental entities, Native American tribes, or local, state, and federal public agencies, for the implementation and administration of projects and programs to improve forest health and reduce greenhouse gas emissions. The Budget Act of 2017 appropriated moneys to the Department of Forestry and Fire Protection for purposes of, among other things, providing local assistance grants, grants to fire safe councils, and grants to qualified nonprofit organizations with a demonstrated ability to satisfactorily plan, implement, and complete a fire prevention project for these same purposes, as provided. This bill would, until January 1, 2024, authorize the director to authorize advance payments to a nonprofit organization, a local agency, a special district, a private forest landowner, or a Native American tribe from the grant awards specified above. The bill would prohibit a single advance payment from exceeding 25% of the total grant award. The bill would place specified requirements on the grantee of the advance payment, including that the grantee file an accountability report with the department, as provided. The bill would require the department to provide a report to the Legislature on or before January 1, 2023, on the outcome of the department’s use of the advance payments. This bill contains other related provisions. Last Amended on 8/13/2018</p>
<p><u>SB 1181</u> <u>Hueso D</u></p> <p>Emergency services: certified community conservation corps.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 623, Statutes of 2018.</p>	<p>Existing law, the California Emergency Services Act, grants the Governor certain powers to be exercised in accordance with the State Emergency Plan and programs for the mitigation of the effects of an emergency. Existing law creates the Office of Emergency Services within the Governor’s office and commits to the office the responsibility for the state’s response services for natural, technological, or manmade disasters and emergencies. This bill would authorize the Office of Emergency Services to enter into an agreement directly with one or more certified community conservation corps, as defined, to perform emergency or disaster response services as the office deems appropriate.</p>
<p><u>SB 1205</u> <u>Hill D</u></p>	<p>SENATE CHAPTERED 9/27/2018 - Approved by the</p>	<p>Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or</p>

<p>Fire protection services: inspections: compliance reporting.</p>	<p>Governor. Chaptered by Secretary of State. Chapter 854, Statutes of 2018.</p>	<p>her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided. This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 6/20/2018</p>
<p><u>SB 1260</u> <u>Jackson D</u></p> <p>Fire prevention and protection: prescribed burns.</p>	<p>SENATE CHAPTERED 9/21/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 624, Statutes of 2018.</p>	<p>(1) Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the Director of Forestry and Fire Protection and exempts a local agency, as defined, from that requirement if ordinances of the local agency, adopted on or before December 31, 1992, impose standards that are equivalent to, or more restrictive than, specified state standards. Existing law authorizes a local agency, at its discretion, to exclude from specified requirements governing fire risk reduction an area identified as a very high fire hazard severity zone by the director within the jurisdiction of the local agency, following a specified finding supported by substantial evidence that those requirements are not necessary for effective fire protection within the area. This bill would eliminate the above-described exemption and exclusion and would require the local agency to transmit a copy of the adopted ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption. By imposing a new duty on a local agency, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018</p>
<p><u>SB 1305</u> <u>Glazer D</u></p> <p>Emergency medical services providers: dogs and cats.</p>	<p>SENATE CHAPTERED 9/28/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 900, Statutes of 2018.</p>	<p>Existing law, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (the act), establishes the Emergency Medical Services Authority to coordinate and integrate all state activities concerning emergency medical services, including, among other duties, establishing training standards for specified emergency services personnel. The act provides a qualified immunity for public entities and emergency rescue personnel providing emergency services. The act provides other exemptions from liability for specified professionals rendering emergency medical services. This bill would authorize an emergency responder, as defined, to provide basic first aid to dogs and cats, as defined, to the extent that the provision of that care is not prohibited by the responder's employer. The bill would limit civil liability for specified individuals who provide care to a pet or other domesticated animal during an emergency by applying existing provisions of state law. The definition of "basic first aid to dogs and cats" for purposes of these provisions would specifically include, among other acts, administering oxygen and bandaging for the purpose of stopping bleeding. This bill contains other existing laws. Last Amended on 8/23/2018</p>
<p><u>SB 1339</u> <u>Stern D</u></p> <p>Electricity: microgrids: tariffs.</p>	<p>SENATE CHAPTERED 9/19/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 566, Statutes of 2018.</p>	<p>(1) Under existing law, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations, while local publicly owned electric utilities, as defined, are under the direction of their governing boards. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the PUC, in consultation with the State Energy Resources Conservation and Development Commission and the Independent System Operator, to take specified actions by December 1, 2020, to facilitate the commercialization of microgrids for distribution customers of large electrical corporations. The bill would require the governing board of a local publicly owned electric utility to develop and make available a standardized process for the interconnection of a customer-supported microgrid, including separate electrical rates and tariffs, as necessary. This bill contains other related provisions and other existing laws. Last Amended on 8/28/2018</p>

<p><u>SB 1453</u> McGuire D</p> <p>Statutes of limitations.</p>	<p>SENATE CHAPTERED 9/26/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 796, Statutes of 2018.</p>	<p>Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection. This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. Last Amended on 7/5/2018</p>
<p><u>SB 1477</u> Stern D</p> <p>Low-emissions buildings and sources of heat energy.</p>	<p>SENATE CHAPTERED 9/13/2018 - Approved by the Governor. Chaptered by Secretary of State. Chapter 378, Statutes of 2018.</p>	<p>The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The act authorizes the state board to include the use of market-based compliance mechanisms in regulating those emissions. The implementing regulations adopted by the state board provide for the direct allocation of greenhouse gas allowances to electrical corporations and gas corporations pursuant to a market-based compliance mechanism. This bill would require the commission to develop and supervise the administration of the Technology and Equipment for Clean Heating (TECH) Initiative, a statewide market development initiative, to require gas corporations to advance the state's market for low-emission space and water heating equipment for new and existing residential buildings. The bill would require the commission, as a part of the initiative, to identify and target key low-emission space and water heating equipment technologies that are in an early stage of market development and that would assist the state in achieving its greenhouse gas emissions reduction goals. The bill would require the commission to develop guidelines and evaluation metrics, implement outreach strategies for hard-to-reach customers, and provide for job training and employment opportunities, in supervising the administration of the TECH Initiative. This bill contains other related provisions and other existing laws. Last Amended on 8/6/2018</p>

**Sonoma County Recovery and Resiliency Update
October 16, 2018**

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
	Significant Completed Activities					
1	Housed close to 70 at-risk residents out of emergency shelters in one week	X				
2	Installed 43 miles of wattles in burn areas to prevent erosion			X		
3	Cleared 3,674 lots of fire debris under government program	X			X	
4	Protected hundreds of mile of streams and creeks from toxic runoff			X		
5	Conducted over 100 recovery related community meetings to support fire survivors	X	X			X
6	\$3.25M emergency state grant received for dislocated workers				X	
7	2,400 subscribers to Sonoma County Recovers email newsletter	X	X	X	X	X
8	Rain warning postcards sent to 4,000 property owners in burn areas		X			
9	Flood Prevention Map and warning system created by Watershed Task Force		X	X		
10	10,700 burned trees identified that pose risks to county roads		X	X		
11	Resiliency Permit Center opened: 2700+ visitors/2000+ calls to date	X			X	
12	Rain/stream gauge network installed in burn areas with public website		X	X		
13	Created #GoSoCo campaign				X	
14	Established SBA Business Recovery Center				X	
15	40 financial institutions convened by Federal Reserve Bank of San Francisco to plan for capital needs	X				
16	Requested and Received disaster waivers from HUD	X				
17	Closed homeless encampment at Roseland Village and offered housing/services to all occupants to make way for new housing construction	X				
18	Committed \$4.5 million for construction of new affordable housing properties	X				
19	Secured \$250,000 from a NGO grant to build capacity of CDC as the County's lead housing agency	X				
20	Established a Streamlining Tools to Ease Permitting (STEP) taskforce with industry	X			X	
21	Job Link assisted 4,700 with disaster unemployment insurance					X
22	Urgency housing ordinances passed enabling use of RVs, rental of guest houses	X				
23	Housing Taskforce worked with FEMA to provide 120 spaces at fairgrounds	X				
24	Permit Sonoma held meetings to streamline private bridge repair and reconstruction	X				
25	Created Sonoma County Recovers – a one-stop online resource for the community	X	X	X	X	X
26	Supported block captain meetings and ongoing efforts	X	X	X	X	X
27	8 free residential landscape templates created for fire rebuild	X		X		
28	County staff trained in new Integrated Public Alert Warning System		X			

Sonoma County Recovery and Resiliency Update
October 16, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
29	Created 90 character limit Wireless Emergency Alert message templates		X			
30	Created and recorded evacuation messages using SoCoAlert templates		X			
31	Completed After Action Report on October wildfires		X			
32	Increased size, adjust the minimum lot size, and reduce fees for certain Accessory Dwelling Units (ADU) to make delivery of affordable housing in both residential and rural areas more attractive	X				
33	Deferred collection of certain Impact Fees until after building permits have been issued to allow lower carrying costs for the project and to create the option for these fees to be rolled into permanent financing for the project	X				
34	Allowed staff approval of innovative proposals through the Alternative Equivalent Proposals process when they meet established criteria	X				
35	Modified the Single Room Occupancy (SRO) facilities provisions to allow small SROs by right and remove the size cap for larger SROs by use permit	X				
	Significant Activities In Progress					
36	Legislative advocacy on regional, state and federal level	X	X	X	X	X
37	Fire Camera pilot project at Lake Sonoma		X	X		
38	Collaborating with Spanish speaking community advocates	X	X		X	X
39	Organization of housing project pipelines from all 10 jurisdictions, in partnership with SCTA	X				
40	Exploring housing opportunities on County-owned properties	X			X	
41	Leveraging Sonoma County Youth Ecology Corps model to support recovery efforts				X	
42	Identify incentive programs to harden private residential infrastructure	X	X		X	
43	Free energy rebuilding consultations offered by Energy and Sustainability	X			X	
44	\$17,500 in rebuilding incentives through Sonoma Clean Power	X				
45	50,000-plus reached by California HOPE counseling program					X
46	Free chipping offered by Fire & Emergency Services		X	X		
47	Removal of thousands of burned trees along county roads that pose risk to safety		X	X		
48	Over Excavation Program with CalOES: 717 burned lots in city and county assessed; 240 backfilled to date	X			X	
49	New Countywide Grant Steering Committee reviewing external funding opportunities	X	X	X	X	X
50	Assessing Mark West Creek and other burn streams			X		
51	Property Assessed Clean Energy financing now available for fire recovery housing	X			X	

Sonoma County Recovery and Resiliency Update
October 16, 2018

Recovery & Resiliency Activity Update (not a comprehensive list)		Housing	Community Preparedness	Natural Resources	Economic Recovery	Safety Net
52	Renewal Enterprise District planning involving Sonoma Clean Power, Sonoma County Transportation Authority, City of Santa Rosa, MTC/ABAG, and various state agencies.	X			X	
53	Formation of a Building Resilient Inclusive Communities (BRIC) loan pool for affordable housing	X				
54	Collection and analysis of data in coordination with Bay Area Council and California Forward	X				
55	Planning for receipt of federal disaster funds, especially CDBG-DR	X			X	
56	District Attorney has reviewed 300+ price-gouging complaints					X
57	Assist landowners with removal of burned and damaged vegetation			X		X
58	Utilizing California Employment Development Department funding for workforce	X			X	
59	Various studies in burn areas to determine factors controlling burn severity		X	X		
60	Conduct and report water quality monitoring in and downstream of burn areas			X		
61	Engage cities countywide to help solve the housing shortage at every level	X			X	
62	Engage local agencies and non-profits as partners to help them lead private advocacy and financing efforts	X			X	
63	Engage business leaders on how they can help solve the job/housing gap	X			X	
64	Facilitate rebuilding units with clean energy programs through Sonoma Clean Power grant program	X			X	
65	Facilitate climate positive construction techniques for rebuilding homes through consultation and project planning assistance from the Energy and Sustainability Division of General Services	X				
66	Work with innovators to pilot use of modular or other alternative construction techniques	X				
67	Encourage efforts to increase work force training related to the building and construction trades at the high school level through the Career Technical Education Foundation, the Sonoma County Office of Education, the North Bay Construction Corps, and similar programs	X				
68	Support and coordinate with long-term recovery agency, Rebuilding Our Community Sonoma County (ROC SC) for long-term unmet needs	X				
69	Develop employer partnerships (Higher Education, Health Systems, Major Employers) through RED and EDB	X				
70	Identify appropriate funding sources to address insurance gaps	X			X	
71	Wireless Emergency Alert system test in September 2018		X			

Sonoma County Recovery and Resiliency Update
October 16, 2018

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



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services / Health Services

Staff Name and Phone Number:

Caroline Judy, General Services, 707-565-8058
Barbie Robinson, Health Services, 707-565-7876

Supervisorial District(s):

Title: License Agreements with Goodwill Industries and Santa Rosa Community Health for offices at 2245 and 2235 Challenger Way, Santa Rosa (The Lakes); and Drug Abuse Alternatives Center for offices at 1430 Neotomas (Orenda Center)

Recommended Actions:

- 1) Authorize the General Services Director to execute the following license agreements that enable efficient one-stop client services at existing Department of Health Services locations in Santa Rosa:
 - a) license agreement with Goodwill Industries of the Redwood Empire, Inc., for use of 6,635 sq. ft. of office space at 2245 Challenger Way, Suite 104, Santa Rosa, for a term through June 30, 2020; and to execute future amendments and associated documents; and
 - b) license agreement with Santa Rosa Community Health, for use of 1,131 sq. ft. of office space, located at 2235 Challenger Way, Suite 109, Santa Rosa, for a term through June 30, 2020; and to execute future amendments and associated documents.
- 2) Authorize the General Services Director to execute a license amendment with Drug Abuse Alternatives Center, for use of 5,060 sq. ft. of office space, located at 1430 Neotomas Avenue, Santa Rosa, for an extended term through August 3, 2020; and to execute future amendments and associated documents; to allow for the continuation of substance use disorder treatment services at the Orenda Center facility.
- 3) Make findings as required by Government Code Section 26227, that the proposed license agreements are necessary to meet the social needs of the population of the County, and that the County does not need the proposed Premises during the term of the license agreements.

Executive Summary:

This Board item involves the execution of three proposed license agreements with 1) Goodwill Industries of the Redwood Empire Inc. (Goodwill), 2) Santa Rosa Community Health, and 3) Drug Abuse Alternatives Center. The Department of Health Services is the tenant for leased premises related to the

Goodwill and Santa Rosa Community Health license agreements, located at 2245 Challenger Way and 2235 Challenger Way in southwest Santa Rosa. The County of Sonoma is the owner of the Orenda Center, which is the premises related to the Drug Abuse Alternatives Center license agreement.

Goodwill Industries of the Redwood Empire: Since March 2007 Goodwill has operated a wellness recovery and support program within County-owned property at the Chanate campus. The program, commonly referred to as the Goodwill Wellness Center Program, serves behavioral health clients identified in the Mental Health Services Act Plan, including transition-age young adults, adults, older adults with serious mental illness, and consumer and family organizations.

Santa Rosa Community Health: Since 2015 Santa Rosa Community Health has operated a satellite clinic within County-owned property at the Chanate Campus. The Santa Rosa Community Health Bridge Clinic is staffed by a licensed family nurse practitioner who administers physical health services to clients referred by the Health Services.

Given the move of Health Services' Behavioral Health Division to The Lakes campus and the desire to co-locate the services provided by Goodwill and Santa Rosa Community Health with services provided by the Behavioral Health Division, Health Services is requesting approval for execution of license agreements with Goodwill and Santa Rosa Community Health to utilize County-leased space at The Lakes campus.

Drug Abuse Alternatives Center: Since 2010 Drug Abuse Alternatives Center has operated residential non-medical detoxification services at the Orenda Center, a County-owned property located at 1430 Neotomas Avenue in Santa Rosa. The program provides services to drug and/or alcohol dependent residents of Sonoma County. This item requests an amendment to the existing revocable license agreement with Drug Abuse Alternatives Center to extend the agreement through August 3, 2020 to allow for the continuation of residential non-medical detoxification services.

Staff requests that your Board authorize the Director of General Services to execute the proposed agreements, future amendments and associated documents required for the operation of the agreements, as reasonably requested by General Services staff, and in consultation with the County Counsel, which are consistent with the essential terms of the proposed agreements and which do not extend the term of the agreements. Staff also requests that your Board make a finding pursuant to Government Code 26227 that the proposed agreements are necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the agreements.

Discussion:

Goodwill Industries of the Redwood Empire Wellness Center Program. Goodwill currently provides a wellness recovery and support program for clients identified in the Mental Health Services Act Plan, including transition-age young adults, adults, older adults with serious mental illness, and consumer and family organizations. Through the Goodwill Wellness Center Program, clients are able to access peer support, participate in recreation and socialization activities, and access resources and community networks. In addition, clients may acquire life skills such as cooking, develop consumer-run/operated businesses, explore alternative treatment options, and have access to employment assistance, volunteer opportunities, and work experience.

Goodwill has been operating the Wellness Center Program within County-owned property at the Chanate campus since March 2007. The Goodwill Chanate premises are located at 3400 Chanate Road

and comprised of 7,300 sq. ft. of office space and a garden area of approximately 200 sq. ft. Given the move of Health Services' Behavioral Health Division to The Lakes campus and the desire to co-locate the services provided by Goodwill with services provided by the Division, Health Services is requesting approval for Goodwill to utilize County-leased space at The Lakes campus. Terms of the proposed license agreement are provided below.

Santa Rosa Community Health Bridges to Health Program. Santa Rosa Community Health provides primary medical care through the Bridges to Health Program. The target population of Santa Rosa Community Health's primary health care services is low-income adults living with severe mental illness and chronic medical conditions who access mental health services, including services previously provided at Chanate Hall and, going forward, at The Lakes Behavioral Health Campus.

Santa Rosa Community Health has been operating the Bridges to Health Program at the Chanate campus since 2015. The Chanate facility is located at 3333 Chanate Road and is comprised of 168 sq. ft. of office space. The clinic is staffed by a licensed family nurse practitioner who administers physical health services to clients referred by the Health Services. Given the move of Health Services' Behavioral Health Division to The Lakes campus and the desire to co-locate the services provided by Santa Rosa Community Health with services provided by the Division, Health Services is requesting approval for Santa Rosa Community Health to utilize County-leased space at The Lakes campus. Terms of the proposed license agreement are provided below.

Providing space at The Lakes Behavioral Health Campus to Goodwill for the Wellness Center Program and to Santa Rosa Community Health for the Bridges to Health Program supports the County's efforts to strengthen safety net services and allows for seamless coordination with providers for supportive services. Co-location allows for increased communication between providers, which improves care coordination and allows for ease of use for clients with the most complex behavioral health needs.

Drug Abuse Alternatives Center Residential Detoxification Program at the Orenda Center. Drug Abuse Alternatives Center provides residential non-medical detoxification services for drug or alcohol dependent residents of Sonoma County. These services support the safe withdrawal from any substances and prepares clients for the next level of treatment. Three days of detoxification is required prior to starting any treatment program. Since 2010 Drug Abuse Alternatives Center has provided these services at the Orenda Center, a County-owned property located at 1430 Neotomas Avenue in Santa Rosa. Staff requests authority to execute an amendment to the current license agreement with Drug Abuse Alternatives Center, to extend the term through August 3, 2020 to allow for the continuation of residential non-medical detoxification services.

Services Agreements. Services provided by Goodwill, Santa Rosa Community Health, and Drug Abuse Alternatives Center are provided pursuant to services agreements with Health Services. By not having to include facilities costs in their service fees, Goodwill and Drug Abuse Alternatives Center can provide services to the County at a reduced cost. Health Services is currently working to assess the various types of contracted behavioral health services, including services provided by the above-mentioned vendors, to determine which services are suitable for procuring competitively. Prior to the end of the term of the proposed license agreements, Health Services will have determined if the services are suitable to be competitively procured. If appropriate, the services will be included in the Department-wide plan for competitive procurement, which was discussed with the Board during a presentation at the May 8, 2018 Board meeting regarding the Department's fiscal challenges and the re-design of the behavioral health

system. Should it be determined that an above-mentioned vendor is the only suitable vendor for providing program services, the Department will request procurement on a single/sole source basis.

Funding. The Goodwill Wellness Center Program is funded by the state Mental Health Services Act. The Santa Rosa Community Health Bridges to Health Program is funded through Santa Rosa Community Health sources, including Medi-Cal. The Drug Abuse Alternatives Center Residential Detoxification Program at the Orenda Center is funded by General Fund and the federal Substance Abuse Prevention and Treatment Block Grant.

Proposed License Agreements. Staff has prepared license agreements with Goodwill, Santa Rosa Community Health, and Drug Abuse Alternatives Center with the following terms:

Goodwill Industries of the Redwood Empire, Inc.:

- Term: The term commences upon execution of the proposed Agreement and expires June 30, 2020. County may terminate with 90 days' notice.
- Premises: 6,635 sq. ft. of office space at 2245 Challenger Way, Suite 104, Santa Rosa. Please see Attachment 1.
- Consideration: No monetary consideration is charged for the proposed Agreement. Please see Public Benefit section below.

Santa Rosa Community Health:

- Term: The term commences upon execution of the proposed Agreement and expires on June 30, 2020. County may terminate with 90 days' notice.
- Premises: 1,131 sq. ft. of office space at 2235 Challenger Way, Suite 109, Santa Rosa. Please see Attachment 1.
- Consideration: No monetary consideration is charged for the proposed Agreement. Please see Public Benefit section below.

Drug Abuse Alternatives Center:

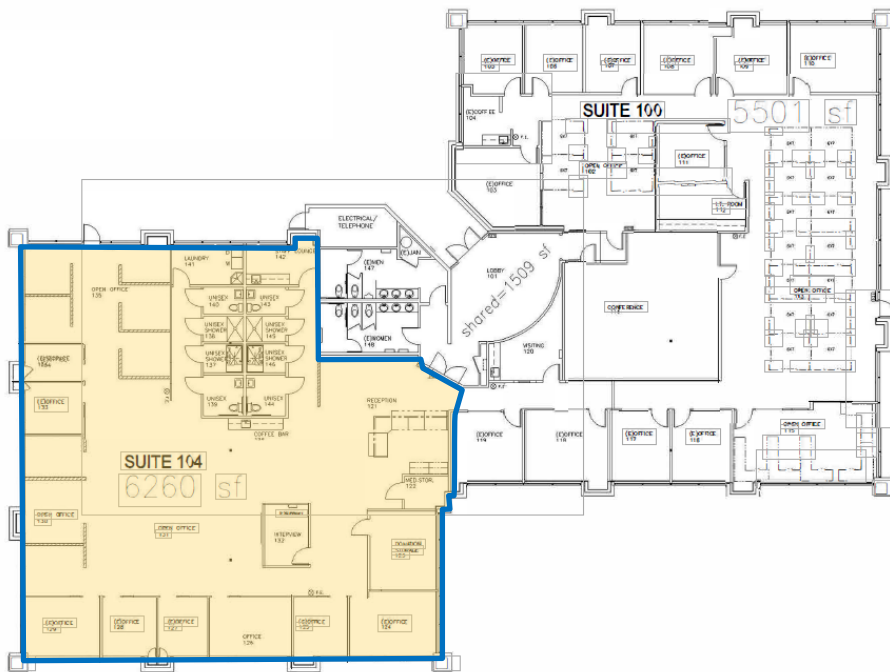
- Term: The term will be extended through August 3, 2020. County may terminate with 30 days' notice.
- Premises: 5,060 square feet of office space at 1430 Neotomas Avenue, Santa Rosa. Please see Attachment 1.
- Consideration: No monetary consideration is charged for the proposed Agreement. Please see Public Benefit section below.

Public Benefit. Section 26227 of the Government Code allows the County to enter into the proposed agreements, provided the Board makes a finding that the agreements are necessary to meet the social needs of the population of the County and will not substantially conflict or interfere with the use of the premises by the County. Staff suggests that the provision of these agreements is in the best interest of the public in the areas of rehabilitation and social welfare as the premises will be used to support clients with the most complex behavioral health needs. There are no other proposed uses for these premises at this time or during the terms of the proposed agreements.

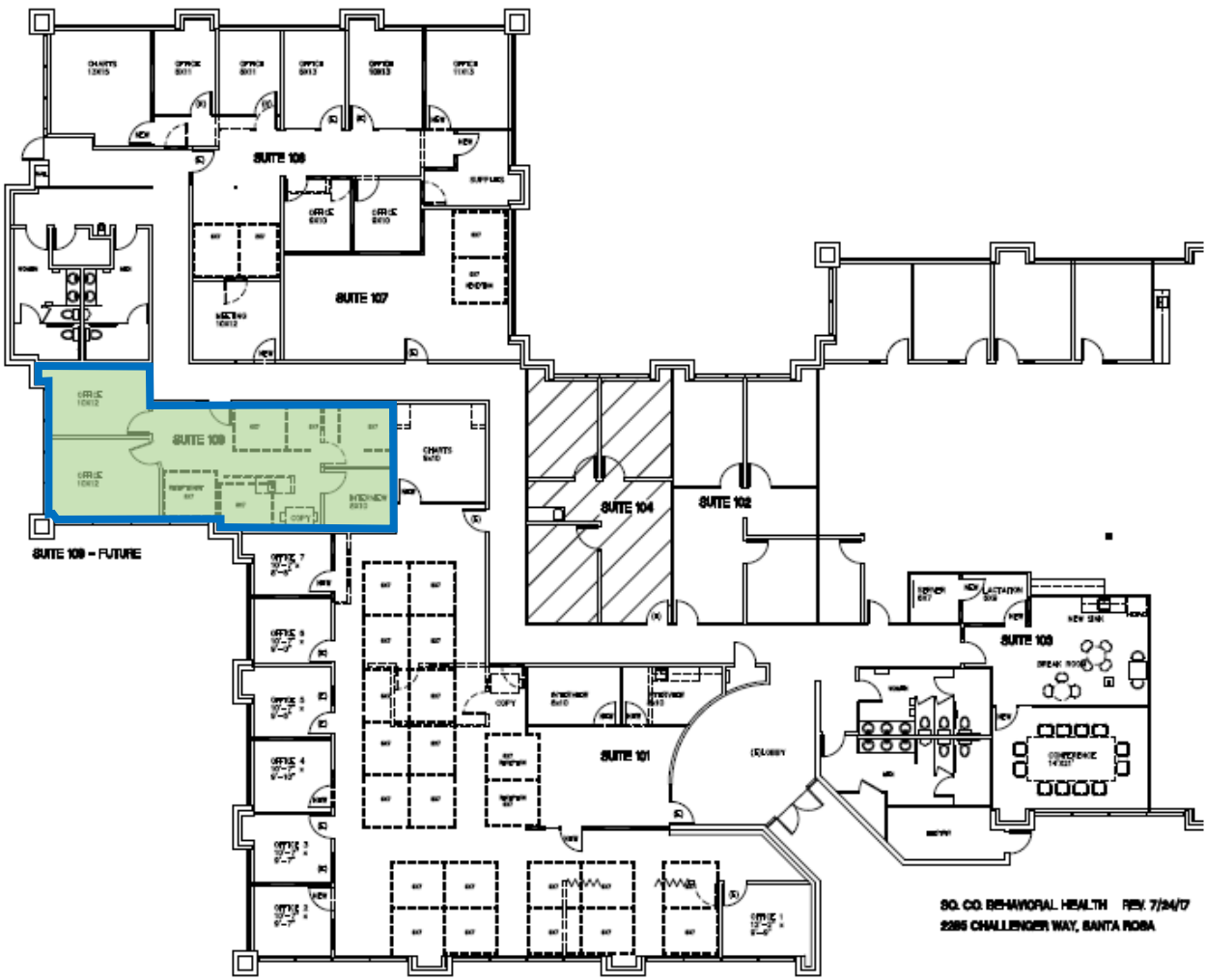
Prior Board Actions:

None.

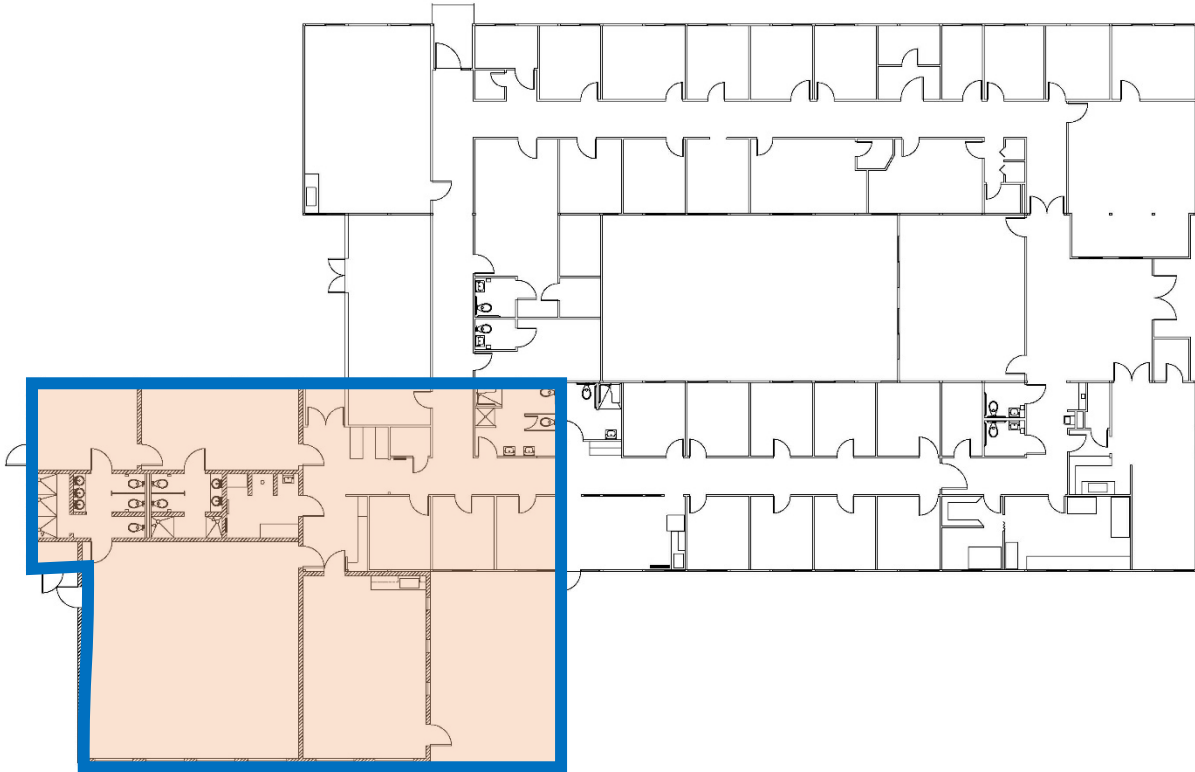
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The proposed license agreements support County efforts to strengthen safety net services and allows for seamless coordination with providers for supportive services.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	0		
Additional Appropriation Requested	0		
Total Expenditures	0		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0		
Narrative Explanation of Fiscal Impacts:			
There is no direct fiscal impact associated with the proposed Agreements.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment 1: Floor plans for Goodwill Industries of the Redwood Empire and Santa Rosa Community Health at The Lakes; and Drug Abuse Alternative Centers at the Orenda Center Attachment 2: Copy of proposed license agreement with Goodwill Industries of the Redwood Empire Attachment 3: Copy of proposed license agreement with Santa Rosa Community Health Attachment 4: Copy of proposed license amendment with Drug Abuse Alternatives Center			
Related Items "On File" with the Clerk of the Board:			
None.			



 **GOODWILL WELLNESS CENTER, Suite 104, 2245 Challenger Way.**



 **SANTA ROSA COMMUNITY HEALTH CENTER, Suite 109, 2235 Challenger Way.**



 **DRUG ABUSE ALTERNATIVES CENTER, 1430 Neotomas Avenue (Orenda Ctr.)**

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on _____ 2018, ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **GOODWILL INDUSTRIES OF THE REDWOOD EMPIRE**, a California non-profit corporation ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, the County Department of Health Services is the tenant under that certain Lease dated May 11, 2017 ("Lease"), attached hereto as **Attachment 1** and by this reference made a part hereof, between SR Lakes Waterfall DE, LLC and Redbird SR Lakes Waterfall DE, LLC ("Landlord") and County, for certain premises located at 2245 Challenger Way, Suites 100 and 104, in Santa Rosa, California ("Leased Premises"); and

WHEREAS, County and Licensee recurrently enter into a Mental Health Provider Agreement ("Provider Agreement") as the Provider Agreement may be amended/renewed from time to time, and is incorporated by this reference; through which Licensee provides a wellness program for adults referred by County's Department of Health Services in connection with said Provider Agreement; and

WHEREAS, Licensee desires to utilize Suite 104 of the Leased Premises to provide its services; and County is willing to allow such use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.

2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A**, attached hereto and made a part hereof ("Premises"), consisting of approximately one thousand six thousand six hundred and thirty-five (6,635) sq. ft. of office space, located in Suite 104 of the Leased Premises.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises, including without limitation, leasing, sub-leasing, and granting of additional licenses. County agrees to make no additional leases or sub-leases for the Premises, which shall be occupied solely by the Licensee.

4. Term. The term ("Initial Term") of this Agreement shall commence as of the Effective Date ("Commencement Date") and, and expire on June 30, 2020, unless not renewed or unless either party hereto has given notice of termination of this Agreement under Section 21 below. Upon

commencement of the Term of this Agreement, that certain Revocable License Agreement for Use of County Facilities dated December 18, 2006, as amended, between the County and Licensee for premises located at 3400 Chanate Road, Santa Rosa, California, shall hereby terminate.

4.1 Term Concurrent with Provider Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Provider Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Provider Agreement expires or terminates.

5. Consideration. In consideration of this Agreement, Licensee shall provide services as set forth in the Provider Agreement.

6. Use. Licensee's use shall be limited to the uses set forth under the Provider Agreement. No other use shall be permitted. County's rules and regulations attached hereto as Exhibit B, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care, and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon, are hereby expressly made a part hereof; and Licensee hereby agrees to comply with them.

6.1 Right of Entry. Licensee shall be permitted the right of entry on the Premises between the Effective Date and the Commencement Date of this Agreement. At the option of the County, Licensee's entry onto the Premises prior to the Commencement Date shall be made in the presence of a representative of the County. Licensee agrees to indemnify and hold County harmless from and against any and all loss, damage, claim, liability, expense or cost of any nature whatsoever arising directly or indirectly from Licensee's entry onto the Premises prior to the Commencement Date of this Agreement.

7. Equipment Installation and Operation. Licensee shall not install any equipment without the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated, and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment, or the equipment of County's tenants or other licensees, Licensee shall correct said interference at its sole cost and expense to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state, and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste and Nuisance. Licensee shall not commit, suffer, or permit the commission by others of (i) any waste or nuisance on the Premises, (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person, or (iii) any action on the Premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

16. Non-liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons,

contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

17.3 Approval of Agreement. The approval of this Agreement by County.

17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit D attached hereto and made a part hereof.

19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

21. Termination. Either party may terminate this Agreement for any reason whatsoever upon ninety (90) days' prior written notice to the non-terminating party. The General Services Director for the County of Sonoma shall be authorized to terminate this Agreement on behalf of the County.

22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege

in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: **COUNTY OF SONOMA**
General Services Department
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

With a copy to: **COUNTY OF SONOMA**
Department of Health Services
Attn: Administration
3313 Chanate Road
Santa Rosa, CA 95403

If to Licensee: **GOODWILL INDUSTRIES OF THE REDWOOD EMPIRE**
Attn: Laurie Petta, Director of Behavioral Health
651 Yolanda Avenue
Santa Rosa, CA 95404

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed; and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

a. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

b. Incorporation of Prior Agreements/Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or

understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only and signed by the parties in interest at the time of the modification; and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

c. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

d. Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

e. 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.

f. Construction of Agreement and Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

g. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

h. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

“LICENSEE”

GOODWILL INDUSTRIES OF THE REDWOOD EMPIRE, a California non-profit corporation

By: _____
Brandy Evans, President and Chief Executive Officer

“COUNTY”

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Caroline Judy, General Services Director

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

APPROVED AS TO FORM FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

Michael Kozart, Mental Health Director
Department of Health Services

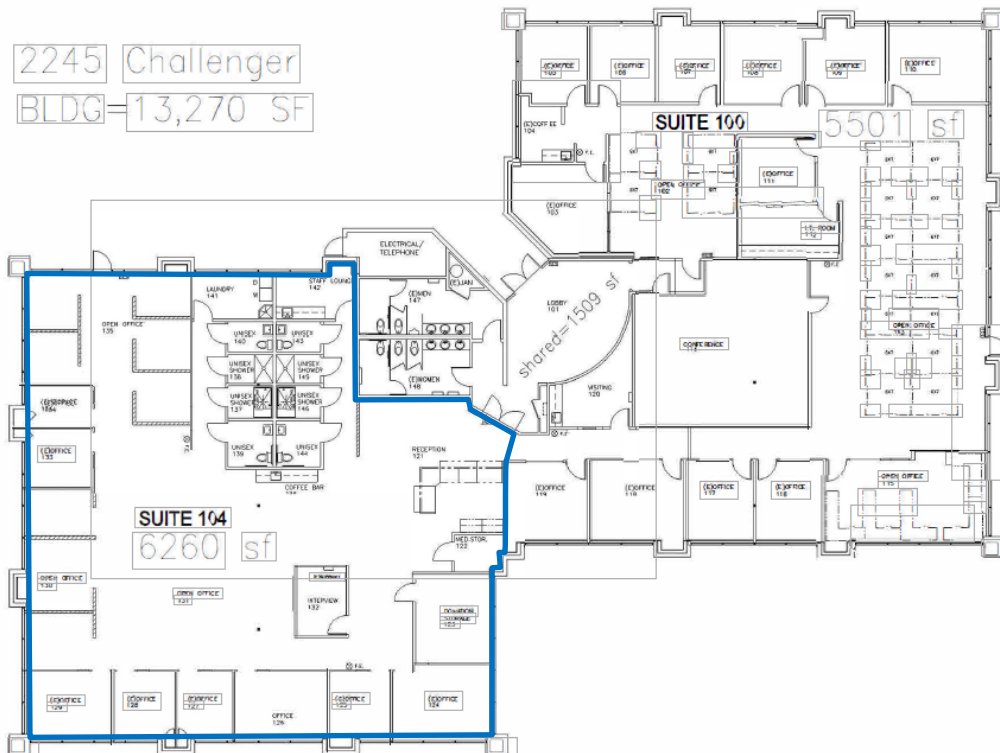
Marc McDonald, Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____

Date: _____

Exhibit A
DESCRIPTION/DEPICTION OF THE PREMISES



2245 Challenger Way, Santa Rosa

Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.
8. Cooking, washing clothes and lodging shall be permitted on the Premises by Licensee. The Premises shall not be used for any improper, objectionable or immoral purposes.

9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Exhibit C

INSURANCE REQUIREMENTS

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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

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

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

2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
 - d. The **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
 - g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Property Insurance for Business Personal Property and Licensee's Improvements
(Required only during the Post-Construction Period)
- a. Property insurance on a "special form" or "all risks" basis.
 - b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
 - c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
 - d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
 - e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.
4. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
5. Increases in Limits of Insurance
County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.
6. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.
7. Documentation
- a. The Certificate of Insurance must include the following reference: **Licensed premises located at 2245 Challenger Way, Suite 104, Santa Rosa, CA.**
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

LEASE

BETWEEN

**SR OFFICE PROPERTIES DE, LLC and
REDBIRD SR OFFICE PROPERTIES DE, LLC**

AND

COUNTY OF SONOMA



FOR

**2245 Challenger Way
Santa Rosa, California**

DATED

May 11, 2017

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement ("Agreement"), made and entered into on _____, 2018 ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and the **SANTA ROSA COMMUNITY HEALTH CENTERS**, a California corporation d/b/a Santa Rosa Community Health ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, the County Department of Health Services is the tenant under that certain Lease dated December 5, 2017 ("Lease"), attached hereto as **Attachment 1**, and by this reference made a part hereof, between SR Lakes Waterfall DE, LLC and Redbird SR Lakes Waterfall DE, LLC ("Landlord") and County, for certain premises located at 2235 Challenger Way, Suites 101, 103, 107, 108 and 109, in Santa Rosa, California ("Leased Premises"); and

WHEREAS, County and Licensee recurrently enter into a Satellite Clinic Services Agreement ("Services Agreement") as the Services Agreement may be amended/renewed from time to time, and is incorporated by this reference, through which Licensee provides a licensed family nurse practitioner who administers physical health services to clients referred by County's Department of Health Services in connection with said Services Agreement; and

WHEREAS, Licensee desires to utilize Suite 109 of the Leased Premises to provide its services; and County is willing to allow such use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.

2. Premises. Licensee is hereby permitted to use the County real property as specifically shown or described in **Exhibit A**, attached hereto and made a part hereof ("Premises"), consisting of approximately one thousand one hundred thirty-one (1,131) sq. ft. of office space, located in Suite 109 of the Leased Premises. The design of improvements to prepare the Premises for occupancy ("Improvements") shall be mutually agreed upon by joint agreement of the parties. The Landlord's contractor shall perform the Improvements, at the sole discretion of the County. The cost for the Improvements shall be approved by Licensee and shall be the sole responsibility of the Licensee.

3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises, including without limitation, leasing, sub-leasing, and granting of additional licenses. County agrees to make no additional leases or sub-leases for the Premises, which shall be occupied solely by the Licensee.

4. Term. After Improvements have been completed pursuant to Section 2 of this Agreement, the term ("Term") of this Agreement shall commence as of the Effective Date and shall be year-to-year, to renew automatically upon the annual anniversary date of the Effective Date, and expire on **June 30, 2020**, unless not renewed or unless either party hereto has given notice of termination of this Agreement under Section 21 below. Upon commencement of the Term of this Agreement, that certain month-to-month Revocable License Agreement for Use of County Facilities dated March 21, 2017 between the County and Licensee, for premises located at 3333 Chanate Road, Santa Rosa, California, shall hereby terminate.

4.1 Term Concurrent with Services Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Services Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Services Agreement expires or terminates.

5. Consideration. In consideration of this Agreement, Licensee shall provide services as set forth in the Services Agreement.

6. Use. Licensee's use shall be limited to the uses set forth under the Services Agreement. No other use shall be permitted. County's rules and regulations attached hereto as Exhibit B, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care, and cleanliness of the Premises and the building of which they are a part and the preservation of good order thereon, are hereby expressly made a part hereof; and Licensee hereby agrees to comply with them.

7. Equipment Installation and Operation. Licensee shall not install any equipment without the prior written approval of County of its location and connection methods. Licensee's equipment shall be installed, operated, and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation, or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment, or the equipment of County's tenants or other licensees, Licensee shall correct said interference at its sole cost and expense to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state, and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste and Nuisance. Licensee shall not commit, suffer, or permit the commission by others of (i) any waste or nuisance on the Premises, (ii) any action or use of the Premises, which interferes

or conflicts with the use of the Premises by County or any authorized person, or (iii) any action on the Premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Deposit Refund. Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.

16. Non-liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.

17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

17.3 Approval of Agreement. The approval of this Agreement by County.

17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in **Exhibit C** attached hereto and made a part hereof.

19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.

21. Termination. Either party may terminate this Agreement for any reason whatsoever upon ninety (90) days' prior written notice to the non-terminating party. The General Services Director for the County of Sonoma shall be authorized to terminate this Agreement on behalf of the County.

22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

26. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: **COUNTY OF SONOMA**
General Services Department
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

With a copy to: **COUNTY OF SONOMA**
Department of Health Services
Attn: Administration
3313 Chanate Road
Santa Rosa, CA 95403

If to Licensee: **SANTA ROSA COMMUNITY HEALTH**
Attn: Naomi Fuchs, CEO
3569 Round Barn Boulevard
Santa Rosa, CA 95403-5781

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 26.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed; and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

a. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

b. Incorporation of Prior Agreements/Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only and signed by the parties in interest at the time of the modification; and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

c. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

d. Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

e. 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.

f. Construction of Agreement and Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

g. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

h. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

“LICENSEE”

SANTA ROSA COMMUNITY HEALTH, a California corporation

By: _____
Naomi Fuchs, Chief Executive Officer

“COUNTY”

COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Caroline Judy, General Services Director

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

APPROVED AS TO FORM FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

Michael Kozart, Interim Mental Health Director
Department of Health Services

Marc McDonald, Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____

Date: _____

Exhibit A
DESCRIPTION/DEPICTION OF THE PREMISES



2235 Challenger Way, Suite 109, Santa Rosa

Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall, which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
7. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.
8. Cooking, washing clothes and lodging shall be permitted on the Premises by Licensee. The Premises shall not be used for any improper, objectionable or immoral purposes.

9. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
10. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
11. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the building or Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.
12. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
14. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
15. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
16. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
17. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.
18. All entrance doors shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Exhibit C

INSURANCE REQUIREMENTS

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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

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

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

2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
 - d. The **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
 - g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
3. Property Insurance for Business Personal Property and Licensee's Improvements
(Required only during the Post-Construction Period)
- a. Property insurance on a "special form" or "all risks" basis.
 - b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
 - c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
 - d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
 - e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.
4. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
5. Increases in Limits of Insurance
County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.
6. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.
7. Documentation
- a. The Certificate of Insurance must include the following reference: **Licensed premises located at 2235 Challenger Way, Suite 109, Santa Rosa, CA.**
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in c/o General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

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

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Attachment 1 – County lease

LEASE

BETWEEN

**SR LAKES WATERFALL DE, LLC and
REDBIRD SR LAKES WATERFALL DE, LLC**

AND

COUNTY OF SONOMA



FOR

**2235 Challenger Way
Suites 101, 103, 107, 108 and 109
Santa Rosa, California**

DATED

DECEMBER 5, 2017

**SECOND AMENDMENT
TO REVOCABLE LICENSE AGREEMENT**

This Second Amendment (“Second Amendment”), dated as of _____, 2018 (“Effective Date”) is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”) and the **DRUG ABUSE ALTERNATIVES CENTER**, a California Corporation (“Licensee”). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

R E C I T A L S

WHEREAS, Licensee and County entered into that certain Revocable License Agreement for use of County Facilities, dated August 4, 2010 (“Original Agreement”), demising certain premises located at 1430 Neotomas Avenue, Santa Rosa, California (“Premises”) for the provision of therapeutic alcohol and other drug services; and

WHEREAS, Licensee and County entered into that certain First Amendment to Revocable License Agreement dated February 11, 2014 (“First Amendment”); and

WHEREAS, the Original Agreement as modified by the First Amendment is hereafter referred to as the “Agreement”; and

WHEREAS, County and Licensee entered into that certain Agreement for Services, (“Service Agreement”), for Licensee to provide residential detoxification services, and the Service Agreement is renewed annually by the County Department of Health Services, and

WHEREAS, Licensor and Licensee desire to amend the Agreement in order to extend the term of the Agreement and to make other modifications.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. The foregoing Recitals are true and correct.
2. Effective as of the Effective Date of this Second Amendment, the Agreement is modified as follows:

A. Section 4 of the License is hereby deleted and replaced with the following:

“4. Term. The initial term of this Agreement (“Initial Term”) shall commence on August 4, 2010 and expire at midnight on August 3, 2020, provided that the Service Agreement between the County Department of Health Services and Licensee remains in effect for the duration of the Initial Term. Notwithstanding anything contained in this Agreement to the contrary, in the event the Service Agreement is terminated or is not renewed during the Initial Term for any reason whatsoever, this Agreement shall automatically terminate upon the date the Service Agreement expires or terminates.”

B. Section 17 of the Agreement is hereby deleted and replaced with the following:

“17. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit E attached hereto and by this reference made a part hereof.”

C. Exhibit E is deemed attached to the Agreement.

3. 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, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any right of County arising thereunder.

4. This Second 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 Second Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND LICENSEE HAVE CAREFULLY READ AND REVIEWED THIS SECOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS SECOND AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

“LICENSEE”: **DRUG ABUSE ALTERNATIVES CENTER, a**
California Corporation

By: _____
Print Name: _____
Title: _____

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

By: _____
Caroline Judy, Director
Department of General Services

The General Services Director is authorized to execute this Second Amendment pursuant to County Board of Supervisors Ordinance No. 6087 dated October 28, 2014.

APPROVED AS TO FORM
FOR COUNTY:

Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT
FOR COUNTY

Michael Kozart, Mental Health Medical Director
Department of Health Services

Marc McDonald, Real Estate Manager

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

EXHIBIT E

INSURANCE



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Mark DeBacker: (707) 565-3915

Supervisorial District(s):

All

Title: Award of Annual Job Order Contracts

Recommended Actions:

- A. Authorize the Chair to execute Job Order Contracts with the following contractors for the minimum and maximum amounts indicated in order to expedite as-needed capital construction and repairs to County-owned properties:
- i) Danco Builders Northwest: Minimum Contract Amount, \$25,000, Maximum Contract Amount \$1,500,000
 - ii) Staples Construction Company Inc.: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,500,000
 - iii) T. McFarlin, Inc. dba Bay West Construction: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,000,000.
 - iv) A.E. Nelson Construction: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$1,000,000
 - v) REM Construction Incorporated: Minimum Contract Amount, \$25,000, Maximum Contract Amount, \$500,000

The contract "term" for all of the above will be for one year from the effective date of Notice to Proceed or when Job Orders totaling the maximum contract amount have been completed, whichever occurs first.

- B. Adopt a resolution delegating the authority to approve the execution of individual Job Orders under the above Job Order Contracts for qualified projects as follows:
- i) Deputy Director of Facilities Development and Management or Senior Capital Projects Manager, not to exceed \$125,000;
 - ii) General Services Director, not to exceed \$250,000; and
 - iii) County Administrator, up to the contractor's remaining Maximum Contract Amount.

Executive Summary:

The Job Order Contract program was established by the Board of Supervisors on July 13, 2010. The program enables the County to expedite the delivery of new capital construction or major repair projects previously approved by your Board. Job Order Contracts are fixed unit price contracts and result in cost and time savings. The Board of Supervisors awards the annual contracts following a competitive process as part of the Job Order Contract program.

Awarding the contracts allows General Services to use the Job Order Contract process as a means of performing qualifying work as previously approved by your Board in the Annual Capital budget process and as identified in the Five Year Capital Improvement Plan, or as necessary on an emergency basis. The Public Contracting Code requires that Job Order Contracting be bid and awarded annually.

Discussion:

Approximately twenty five years ago, the Department of Defense decided it needed a pool of on-call contractors to address repetitive construction projects without the expense and delay of going out to bid each time. The Job Order Contracting procurement process addressed this need by providing contractors who have agreed to a fixed pricing model, to be mobilized to address needs on relatively short notice. Since then, this contracting model has been applied successfully by a variety of Federal, state and local jurisdictions as well as the US Postal Service, schools, universities, transportation agencies and others. This delivery model also allows the defining of scope for projects in a collaborative manner in the field, with input from users, the design team, the contractor and a county project manager to further expedite the effort. This is memorialized in a scope of work document from which the contractor develops a proposal, based on pre-established costs.

A Job Order Contract is an annual, competitively bid, firm fixed unit price, non-specific scope contract used for the performance of repair and remodeling construction work, including renovation, alteration, painting, and repair to more expediently perform capital work. The Job Order Contracting process eliminates or reduces the level of front end work relative to plan development, bidding, and resource contracting resulting in a reduction in the time required to develop and deliver qualified work. Job Order contracting does not eliminate competitive bidding. It does however allow a public entity to solicit competitive bids for qualified work efforts in one annual solicitation and allows the entity to award contracts to multiple contractors for services to be provided as needed. The work to be performed under a Job Order Contract is authorized through individual job orders that reflect the specified work scope and the fixed unit cost prices that apply, adjusted by an adjustment factor. The adjustment factor is the competitive determinant in deciding which contractors are selected to receive annual contracts. The use of a Job Order Contract for qualified work is managed and monitored to balance the desire to expedite and streamline project delivery with safeguarding optimum project costing.

Having a Job Order Contract program in place does not preclude a public entity from bidding a specific project individually or from using in-house resources for capital work within the limitations allowed by the State Public Contract Code. In short, Job Order Contracting provides the means of having an “on-call” contractor(s) on hand.

Significant recent projects delivered through our Job Order Contracting program include the Petaluma Veteran’s Hall Kitchen Upgrade (by Danco Builders NW \$128,475); the Main Detention Facility Dental

Clinic update (Bay West Construction (\$175,000); re-roofing at Permit Sonoma (North Star Construction \$249,979) and the Airport Administration Building (North Star Construction \$346,831); expansion of security camera coverage at the Juvenile Justice Center (Murray Building \$229,412); accessibility upgrades at four park-and-ride locations for Transportation and Public Works (A.E. Nelson \$121,257 + Bay West Construction (\$256,861) and many others. Perhaps most significant were the airport expansion projects associated with the arrival of additional airlines, including the delivery of a modular ticketing addition in only 120 days from project request to occupancy (A.E. Nelson \$520,428). This included design, permits, factory fabrication, delivery and field customization and would not have been possible via any other delivery method.

Local Impact of Job Order Contract

Upon implementation of the initial Job Order Contract, staff was directed to monitor and track the impact Job Order Contracting would have on the use of local resources and materials. The County of Sonoma established its' initial Job Order Contract program in 2010. Subsequently the County has used Job Order Contracting for the past eight years engaging a total of 41 Job Order Contract prime contractors to deliver 309 projects with an aggregated value of over \$33 million dollars. In the nine years that Job Order Contracting has been utilized by the County, the ratio of "local" construction "spending" (for labor and materials) linked to the Job Order Contracts has increased from 15% in year one to over 82% recently. These results reflect a positive impact on the local economy and the engagement of local resources. This impact is primarily attributed to the flexibility the program affords prime contractors relative the selection and use of subcontractors. Successful Job Order Contract contractors need to be expedient and effective in mobilizing and resourcing themselves upon receipt of a Job Order and since these resources are only needed upon receipt of a Job Order, prime contractors normally seek available and expedient support resources which oftentimes are local. In addition, the County is allowed to provide feedback to the Job Order Contract prime contractor regarding the quality and expediency of a potential subcontractor's previous work which may further encourage the use of qualified local resources. Notwithstanding General Services' monitoring of local impacts related to prior Job Order Contracts, this Job Order Contract procurement process complied with applicable federal procurement requirements, including not allowing the standard local bid preference. This is expected to qualify otherwise-eligible work under these Job Order Contracts for reimbursement available through federal agencies such as the Federal Emergency Management Agency (FEMA).

Bid Package

Ten different Job Order Contracts were bid. These included two contracts for a maximum amount of \$1,500,000, two for a maximum amount of \$1,000,000, and up to six contracts for a maximum amount of \$500,000 each. These maximum amounts are not guaranteed or funded amounts.

The minimum of \$25,000 in Job Orders will be offered to each Job Order Contractor. Each individual job order is awarded subject to available funding and a contractor's successful cost proposal, as described in more detail below. Use of the Job Order Contract beyond the minimum amount depends on available work, responsiveness and performance of the contractor, specific requirements of the project, and availability of approved funding.

Work executed under a Job Order Contract is based on a book of unit prices for thousands of construction activities, which include the material and labor costs for each activity. This unit costs are periodically adjusted to reflect construction market conditions and/or the introduction of new

technology and best practices. A contractor that is under a Job Order Contract and is requested to submit a cost proposal for a specific scope of work, will identify the quantity of the construction activities needed for a project, and utilize the unit price indicated in the price book to determine the cost of the work. The contractor then multiplies that cost by an Adjustment Factor, which represents a modification to the unit prices to cover their profit and overhead, to reach the total cost for that scope of work. Project Managers rigorously review the proposals, checking quantities, omissions, compliance with the contract terms and appropriateness of selected tasks versus the description listed in the annual Gordian price book prior to issuing individual Job Orders for approval. Those deemed successful are considered to be in good faith, per the Job Order Contract.

In submitting a bid for a Job Order Contract, bidders submit their Adjustment Factors that will be applied to each unit price. The Job Order Contract is awarded to the responsive and responsible bidder submitting the lowest Adjustment Factor. In order to account for differing work conditions, the bidders were requested to submit two different Adjustment Factors. These are:

- Adjustment Factor 1: for work done during normal working hours.
- Adjustment Factor 2: for work done during other than normal working hours, in detention facilities, at the Valley of The Moon Children’s Center or in controlled areas at the airport. These factors are combined to determine an “Award Criteria Factor” which is the basis for the award. The lowest bid is the bid with lowest Award Criteria Factor for that contract. This method of selecting the low bid was fully described in the bid documents and complies with the Public Contract Code. In order to spread the work among the contractor community, facilitate participation by both large and small contractors and give the County more flexibility in using Job Order Contract, bids were solicited for ten Job Order Contracts and each contractor was advised that they could hold only one Job Order Contract for any contract year.

Contractors awarded a contract must adhere to all County and State requirements that are mandated by laws, regulations, and locally-adopted polices such as the use of prevailing wage, insurance, worker compensation and workforce training.

Bid Results

Bids were received on September 25, 2018. A total of five bidders submitted bids on the ten contracts, which were reviewed and evaluated by staff. Based on the evaluation of the bids utilizing the selection method described above, the following contractors were identified as the lowest responsive and responsible bidders:

Contract	Lowest Bidder	Award Criteria Factor
Contract 1 (JOC 2018-01, \$1,500,000)	Danco Builders Northwest	1.0500
Contract 2 (JOC 2018-02, \$1,500,000)	Staples Construction Company Inc.	1.2840
Contract 3 (JOC 2018-03, \$1,000,000)	T. McFarlin, Inc. dba Bay West Construction	1.3300

Contract 4 (JOC 2018-04, \$1,000,000)	A.E. Nelson Construction	1.4086
Contract 5 (JOC 2018-05, \$500,000)	REM Construction Incorporated	1.4155
Contract 6 (JOC 2018-06, \$500,000)	Not Awarded	-
Contract 7 (JOC 2018-07, \$500,000)	Not Awarded	-
Contract 8 (JOC 2018-08, \$500,000)	Not Awarded	-
Contract 9 (JOC 2018-09, \$500,000)	Not Awarded	-
Contract 10 (JOC 2018-10, \$500,000)	Not Awarded	-

Schedule

The expiration of the current Job Order Contract is November 7, 2018. The new contract will have a one-year term from the date of the Notice to Proceed, providing an uninterrupted Job Order Contract program through November 6, 2019.

Job Order Contract Program Management

Capital projects delivered using the Job Order Contract program are approved by our Board before they can be initiated. This approval is either received through the annual capital project budget process or during the fiscal year by General Services submitting a Board Report which describes the proposed project scope, budget, schedule, and funding source for Board approval.

Prior Board Actions:

- 2013: Authorized Chair to execute consultant agreement with the Gordian Group.
- 2010: Board approval authorizing Job Order Contract Program be made permanent.
- 2009: Board approval for extending Job Order Contract Pilot Program.
- 2008: Resolution authorizing Notice Inviting Bids for Job Order Contract.
- 2007: Board approval of Job Order Contract Pilot Program.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Awarding a Job Order Contract positions the County to quickly respond to the County’s construction needs in an efficient and cost effective manner, while promoting the use of local labor.

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:			
<p>There is no separate funding required for the Job Order Contracting program. The program and the associated contract values, including the \$25,000 contract minimums, are funded by individual capital projects and budgets approved by the Board through the annual Capital Budget process. While specific projects are not yet identified, facility needs over the term of these Contracts are anticipated (based on historic trends and known conditions) to require Job Order work greatly exceeding the minimum amounts guaranteed on each Contract.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Staffing impacts are to significantly reduce the time and resources required to secure contract services to deliver selected project work. Project development and procurement work efforts are reduced along with post award project coordination and management.</p>			
Attachments:			
Attachment 1: Resolution			
Related Items “On File” with the Clerk of the Board:			
Notices of Intent to Award			



County of Sonoma
State of California

Date: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Delegating The Authority To Approve Job Orders Issued Under The Job Order Contracts
(Project Nos. JOC-2018-01, JOC-2018-02, JOC-2018-03, JOC-2018-04 and JOC-2018-05) And
Ordering That Projects Approved In The Annual Capital Budget Process, Identified In The Five
Year Capital Improvement Plan, As Necessary On Emergency Basis, Or As Otherwise
Authorized, Be Performed.**

Whereas, on July 13th, 2010 the Sonoma County Board of Supervisors established the Job Order Contract Program.

Whereas, the job order contract is an annual, competitively-bid, fixed price, indefinite quantity contract for the performance of minor construction work, including renovation, alteration, painting, and repair; and

Whereas, the job order contract establishes firm unit pricing that allows discrete scopes of work (Job Orders) to be performed expeditiously without having to individually bid each such scope of work; and

Whereas, the streamlined delivery process for construction work under the job order contract will result in substantial savings of time and will reduce costs related to project design and oversight; and

Whereas, additional savings of time and cost can be realized by delegating to the General Services Director and the Deputy Director of Facilities Development and Management or Senior Capital Project Manager, and the County Administrator the authority to approve the execution of individual Job Orders; and

Whereas, such a delegation of authority is consistent with the purposes of the job order contracting method, as authorized by Public Contract Code Section 20128.5.

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that, in accordance with Public Contract Code section 20128.5:

Resolution #

Date:

Page 2

- a. The General Services Deputy Director of Facilities Development and Management or Facilities Development and Management Senior Capital Project Manager is hereby authorized to approve the execution of individual Job Orders with values not to exceed \$125,000 for as-needed construction and repairs to County owned properties so long as the job orders remain within the parameters specified in the contract documents for Job Order Contracts Nos. JOC-2018-01, JOC-2018-02, JOC-2018-03, JOC-2018-04, JOC-2018-05 and so long as there is a sufficient appropriation for the Job Order; and
- b. The General Services Director is hereby authorized to approve the execution of individual Job Orders with values not to exceed \$250,000 for as-needed construction and repairs to County owned properties so long as the job orders remain within the parameters specified in the contract documents for Job Order Contracts Nos. JOC-2018-01, JOC-2018-02, JOC-2018-03, JOC-2018-04, JOC-2018-05 and so long as there is a sufficient appropriation for the Job Order; and
- c. The County Administrator is hereby authorized to approve the execution of individual Job Orders valued up to the contractor's remaining contract limit for as-needed construction and repairs to County owned properties so long as the job orders remain with the parameters specified in the contract documents for Job Order Contracts Nos. JOC-2018-01, JOC-2018-02, JOC-2018-03, JOC-2018-04, JOC-2018-05 and so long as there is a sufficient appropriation for the Job Order.

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Pamela Asselmeier: 565-1753

Supervisorial District(s):

3rd

Title: Grant of Sewer Easement to City of Santa Rosa/Vacation of Public Utilities and Road Easements

Recommended Actions:

Adopt a Resolution to:

- A. Authorize the Director of General Services to execute an easement deed in favor of City of Santa Rosa for existing public sanitary sewer facilities on, over and across County lands, and the right to construct, improve, maintain, repair and replace said existing facilities. The easement area is approximately 15 ft. wide and 600 ft. long, is more particularly depicted at the attached easement description "*Exhibit A Public Sanitary Sewer Easement Over the Lands of the County of Sonoma*", and is generally located at the intersection of Russell Ave and Hwy 101, and extending in a southerly direction.
- B. Authorize the Director of General Services to execute any and all documents and instruments, including without limitation deeds and Certificate(s) of Acceptance, necessary to effectuate the vacation of certain City-held utilities and road easements which are either obsolete, no longer used by the City or need to be relocated to accommodate the County's construction of the proposed Adult Detention Behavioral Health Unit (ADBHU) (which will be connected to the Main Adult Detention Facility (MADF)).

Executive Summary:

For many years, the City of Santa Rosa has owned and operated public sanitary sewer facilities installed along a portion of County lands directly west of the Main Adult Detention Facility (MADF) and the proposed Main Adult Behavioral Health Unit (ADBHU). Recently, it was discovered that the City did not have a recorded easement in its favor for said existing sewer lines. (See attached highlighted City GIS sewer map for facilities location). The purpose of the proposed easement is to set forth the terms and conditions regarding the City's continued ownership, operation and maintenance of its sewer lines at its expense. The County General Services Department supports this grant of sewer easement for existing City-owned facilities. The City's operation of this sewer line benefits numerous County buildings, including the MADF and the future ADBHU, as well as other county government facilities. The State Department of General Services (on behalf of the Board of State and Community Corrections (BSCC))

requires the County to take certain actions to clear title to those County lands planned for ADBHU construction pursuant to an award made to the County under SB 683 "Adult Local Criminal Justice Facilities Construction Financing Program". BSCC requires these title clearing efforts in order for the County to proceed with the financing, approval and construction of the ADBHU. This requirement has resulted in the need to vacate certain unused or conflicting City-held public utilities easements of record, and which in turn caused a grant a sewer easement to the City for existing utilities to be required. The grant of sewer easement to the City was made a condition to the vacation of other City held easements requested by the County in February 2018 (See attached letters dated February 13, 2018 and additional request dated June 22, 2018 for reference). The General Services Facilities Development and Management Department will be coming back to your Board at a later date to request authority to execute a design-build contract for the ADBHU and/or agreements required by BSCC.

Discussion:

On February 13, 2018, the County formally requested the City of Santa Rosa vacate several old public utilities, road and related easements that were either no longer in use or conflicted with the County's proposed Adult Detention Main Behavioral Health Unit (ADBHU) and needed to be moved to a different location. The County made this written request of the City after numerous meetings and discussions (see attached request dated February 13, 2018 from GSD FDM letter from Bruce Oveson, and further letter dated June 22, 2018 from Caroline Judy, Director of General Services to City of Santa Rosa c/o David Guhin). During the due diligence conducted by the City in response to the County's Request to Vacate, it was discovered that the City did not have a formal recorded easement in its favor for existing sewer facilities along the westernmost edge of County lands described as APN 180-010-013 and 180-010-011. There is currently an easement in favor of the State of California for sewer facilities recorded at Book 3297 Page 539 of the Official Records which affects the same area; however it is believed that the State of California, Caltrans does not actively utilize its easement rights for a sewer at this location.

Section 25526.6 of the Government Code allows the County to grant or otherwise convey an easement, provided the Board makes a finding that the conveyance is in the public interest and that the interest in land conveyed with not substantially conflict or interfere with the use of the property by the County. Staff's opinion is that the grant of this sewer easements to the City of Santa Rosa is in the best interests of the public, in order to allow continued operations of the City of these sewer facilities to the benefit of the County government buildings. It is of further benefit as it facilitates the County's request to vacate certain easements which are either unused, obsolete or impediments. Successful vacation of these easements will result in clearing these encumbrances from the County's title, which is necessary for financing and construction of the ADBHU to occur. As of September 10, 2018, the City informed the County that the Request to Vacate has been approved by all reviewing departments and is tentatively set to be heard at the City Council meeting set for October 23, 2018.

Staff recommends that County grant the requested sewer easement (described as approximately 15ft wide by 600ft long) to the City of Santa Rosa for the following reasons: 1) the easement is necessary for continued operation of the City's *existing* sewer facilities on County land; 2) the operation of the sewer facilities directly benefit the County governmental operations by serving its buildings, employees and the public with this necessary service; 3) the grant of easement will not materially affect the use of the County property due to the size and location of the requested easement; and 4) the grant is required by the City as part of the County's request to vacate the other City- held water, sewer, road and other

utility easements, which easements impede the approval, financing and construction of the ADBHU. The County will take over responsibility for certain for the water and sewer utility lines that were previously operated and maintained by the City, which is beneficial as it allows greater flexibility, planning and operation of said lines in conjunction with construction of the BHU.

Prior Board Actions:

- 7/11/17, Item 7 – ADBHU Approval of DBE Shortlist, Construction Bridging Documents, PLA & RFP
- 11/15/16, Item 12 Resolution 16-0433 – Budgetary Adjustment
- 6/21/16, Item 16 – SB863 Behavioral Health Housing Unit Project Establishment
- 3/15/16, Item 29 – Agreement for Bridging Architect & Construction Management Services
- 12/08/15, Item 38 – Adoption of Criminal Justice Master Plan

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	\$12,732		
Additional Appropriation Requested			
Total Expenditures	\$12,732		

Funding Sources

General Fund/WA GF	\$12,732		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$12,732		

Narrative Explanation of Fiscal Impacts:

The \$12,732 cost is a fee charged by the City of Santa Rosa to process the County’s Request to Vacate the Easements, and is funded by the available ADBHU project budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Attachment 1: Letter dated February 13, 2018 from Bruce Oveson, Capital Projects Mgr., to the City of Santa Rosa Public Utilities Dept; Letter dated June 22, 2018 from Caroline Judy, Director GSD to David Guhin, Asst. City Manager, City of Santa Rosa</p> <p>Attachment 2: City of Santa Rosa GIS Map highlighted to show existing City owned sewer facilities on County lands</p> <p>Attachment 3: Legal Description for Grant of Sewer Easement to the City Over County's lands prepared by Ralph Thomas, Professional Land Surveyor, of BKF Engineers, dated August 9, 2018</p> <p>Attachment 4: City of Santa Rosa Staff Report prepared for Council meeting of October 23, 2018</p>			
Related Items "On File" with the Clerk of the Board:			



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

CAROLINE JUDY
DIRECTOR

ADMINISTRATIVE SERVICES • ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

Delivered via email and USPS

dguhin@srcity.org

June 22, 2018

David Guhin
Director of Planning and Economic Development
Director of Housing and Community Services
City of Santa Rosa
100 Santa Rosa Avenue #3
Santa Rosa, CA 95404

Dear David,

I'm writing to ask for your assistance in completing a request that General Services delivered to your Santa Rosa Water Department on February 13, 2018. The County delivered a request to the City asking the City to vacate certain easements of record for sewer, water, general utilities and road purposes which are either unused or unnecessary (see attached Letter to Jill Scott, Real Property Manager for the City). The completion of this Request to Vacate is critical to the County being able to move forward with the funding and construction of the \$40,000,000 Adult Detention Behavioral Health Facility (ADBHU) at 2777 Ventura Ave. The ADBHU is a 32,800 sq ft building, containing 48 cells and will be attached to the Main Adult Detention Facility via a secure corridor for staff and inmate movement.

Certain of these existing easement interests are no longer in use and the others involve public infrastructure that the County will take the responsibility of owning and operating going forward. We acknowledge the efforts of City staff to date to process this request and understand there are competing demands for staff time.

When County and City staff met jointly in early February to discuss this request, the County left with the impression that this entire process, including City Council hearing on the matter to be completed in 3 months. We understand that this request remains stalled at the City staff level.

The County respectfully requests that City staff finalize its processing of this Request to Vacate and expedite it to City Council for action at the earliest available meeting. Please contact me with the expected timeline to place this on the Council Agenda. Your assistance is greatly appreciated in this matter of significant concern to the County and the welfare of all residents.

If you have any questions, do not hesitate to contact me.

Thank you for your understanding and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Caroline Judy". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Caroline Judy
General Services Director

cc: Bruce Oveson, RA, Assoc. Architect, FDM

Attachment: Letter dated 2/8/18



SONOMA COUNTY
GENERAL SERVICES DEPARTMENT

CAROLINE JUDY
DIRECTOR

ADMINISTRATIVE SERVICES • ENERGY & SUSTAINABILITY • FACILITIES DEVELOPMENT & MANAGEMENT • FLEET OPERATIONS • PURCHASING

TO: JILL SCOTT, REAL PROPERTY MANAGER, CITY OF SANTA ROSA
FROM: COUNTY REAL ESTATE AND PROJECT MANAGEMENT
DATE: FEBRUARY 13, 2018
ACTION: REQUEST TO VACATE CERTAIN SEWER AND UTILITY EASEMENTS ON COUNTY LAND

REQUEST: County of Sonoma respectfully requests that the City of Santa Rosa ("City") take all actions necessary to immediately vacate or terminate unused, unnecessary and/or private easement described below. Formal vacation, or similar process, of these easements is necessary and appropriate based on the facts and support set forth below, and is critical to facilitating the County's planning, funding and construction of the Adult Detention Behavioral Health Unit (BHU) at 2777 Ventura Avenue.

DESCRIPTION OF THE BHU PROJECT - The County of Sonoma Adult Detention Behavioral Health Unit (BHU) project consists of construction of a new mental health secured facility adjacent to the Main Adult Detention Facility (MADF), providing security, treatment and rehabilitation services for the mentally ill inmate population. The ADBHU will be located on a vacant County-owned parcel (totaling 3.58 acres), south of the western terminus of Russell Avenue in Santa Rosa.

The BHU building will be constructed on a site adjacent to the MADF. The building footprint will comprise a 32,800 square foot, single-story facility containing 48 cells and attached to the existing MADF via a secure and enclosed pedestrian corridor extending lot from the MADF to the new ADBHU, allowing for staff and inmate movement, as well as providing chases for mechanical and electrical systems fed from the MADF. BHU that will be situated on Assessor Parcel Numbers: 180-010-08, portion of APN 180-010-11, and APN 180-010-13 ("County Property").

ITEMS TO BE VACATED

The Easements to be vacated are the following (and are identified as Exceptions in the enclosed title report). The easements to be vacated are also shown on that certain Title Exceptions Map dated January 2018 prepared by BKF, Ralph Thomas, Senior Land Surveyor attached to this submittal.

Item 9. An easement for general road, water, sewer gas, electric and telephone facilities and incidental purposes in the document recorded November 9, 1953 in Book 1238, Page 512 of Official Records. **VACATE : ALL.**

Item 12. An easement for public utilities and incidental purposes, recorded February 9, 1960 in Book 1732, Page 467 of Official Records. (This easement was partially quitclaimed pursuant to that certain Quitclaim Deed dated 2/29/1996 and recorded 6-7-1996 as Instrument No. 1996-050737.)
VACATE : ALL.

Item 13. An easement for public utilities and incidental purposes, recorded February 9, 1960 in Book 1732, Page 471 of Official Records. (This easement was partially quitclaimed pursuant to that certain Quitclaim Deed dated 2/29/1996 and recorded 6-7-1996 as Instrument No. 1996-050737.)

VACATE : ALL.

Item 18. An easement for sewer, water line and incidental purposes, recorded December 26, 1986 as Instrument No. 1986-108173 of Official Records.

VACATE: public Sewer Easement "B"; (City to Retain Water "Easement A"). See attached "Exhibit 'A' Vacation of Sanitary Sewer Easement" describing area to be vacated.

Item 19. An easement for sewer, water line and incidental purposes, recorded November 23, 1988 as Instrument No. 1988-094168 of Official Records. (This easement was partially pursuant to that certain Quitclaim Deed dated 2/29/1996 and recorded 6-7-1996 as Instrument No. 1996-050737.)

VACATE : public Sewer Easement "B" portion; (City to Retain Water "Easement A"). See attached "Exhibit 'A' Vacation of Sanitary Sewer Easement" describing area to be vacated.

Item 21. An easement for sewer, water line and incidental purposes, recorded March 14, 1996 as Instrument No. 1996-022671 of Official Records.

VACATE : Portion to be vacated is *all* of Public Sewer Easement "A" is shown on the attached exhibit (also described as "*Legal Description New Sewer Easement*" at Exhibit A to Instrument No. 1996-022671); (City to Retain Water Easement "B").

NOTE: It is agreed that City will retain that portion of this Sewer Easement laying west of the sewer grinder pump station on the County property- see attached "Exhibit 'A' Vacation of Sanitary Sewer Easement" describing area to be vacated and retained.

SUPPORT FOR REQUEST TO VACATE


Per your request we are providing you with the due diligence that the County has conducted to support our findings that the above Easements serve no purpose for the City and should be terminated.

PROPOSED FINDINGS TO SUPPORT CITY DETERMINATION TO VACATE THESE EASEMENTS

- City Staff have confirmed with City Planning that there is no planned private development that would tie into and use these easements;
- The City confirms these easements are private; these easements are not owned or maintained by the City (except as described to the contrary herein re Item 21);
- Easements noted above at Items 9 , 12 and 13 are not known or believed to be in use by the County or any third party to best of County's knowledge;
- These easements described as Items 9, 12 and 13 were granted in 1950s & 60s when a residential subdivision was anticipated but never built (to be known as "Sutter Ave");
- County owns and will continue to maintain that portion of sewer facilities described at Items 18, 19 and 21 located on County property;

- Operation and maintenance of easements noted under Items 18, 19 and 21 by the County result in operational cost savings to the City by shifting the obligation of record to the County; and
- The easements to be vacated serve no purpose for the City or any other neighbors.

Sincerely,



Bruce G. Oveson,
RA, Associate Architect

(attachments)

cc: Caroline Judy, Director DGS
Keith Lew, Deputy Director DGS
Marc McDonald, Manager Real Estate Dept.

EXHIBIT 'A'

Public Sanitary Sewer Easement
Over the Lands of
The County of Sonoma

Being an easement, with the right of immediate entry and continued possession, for the construction, improvement, maintenance, repair and replacement of a public sanitary sewer facility, over and upon that certain real property situated in the City of Santa Rosa, lying within the County of Sonoma, State of California, described as follows:

Said easement lying within a portion of the lands of the County of Sonoma, a political subdivision of the State of California, as described in that Grant Deed filed for record June 24, 1975 in Book 2972 of Official Records, at Page 229, Sonoma County Records (Parcel 2), and being a strip of land of the uniform width of 15.00 feet, measured at right angles, and lying easterly of the line as described in that Grant Deed to the State of California, filed for record October 4, 1977 in Book 3297 of Official Records, at Page 539 (Parcel 1), Sonoma County Records; said line being more particularly described as follows:

Beginning at a point on the southerly right of way of Russell Avenue at its intersection with the westerly boundary of said lands of the County of Sonoma, said point also being on the easterly right of way of U.S. 101 Freeway, as designated and delineated on that Record of Survey of the lands of Shea, as said Record of Survey was filed for record July 27, 1981 in Book 322 of Maps at Page 38, Sonoma County Records; thence from said **POINT OF BEGINNING**, along the common line between said County of Sonoma, and the easterly right of way of said U.S. 101 Freeway, South $11^{\circ}43'39''$ East for a distance of 144.34 feet; thence South $18^{\circ}17'16''$ East for a distance of 209.54 feet; thence South $13^{\circ}25'08''$ East for a distance of 292.66 feet to the southerly line of said lands of the County of Sonoma as described in 2972 O.R. 229 (Parcel 2), and the Point of Termination of the herein above described strip of land.

The sidelines of said easement shall be lengthened or shortened to intersect the southerly right of way of Russell Avenue on the north, and the southerly boundary of the lands of the County of Sonoma as described in 2972 O.R. 229 (Parcel 2), to the south.

Containing: 9,699 Sq. Ft (0.22 Ac.), more or less

Basis of Bearings: Record of Survey of the lands of Shea, filed for record July 27, 1981 in Book 322 of Maps at Page 38, Sonoma County Records

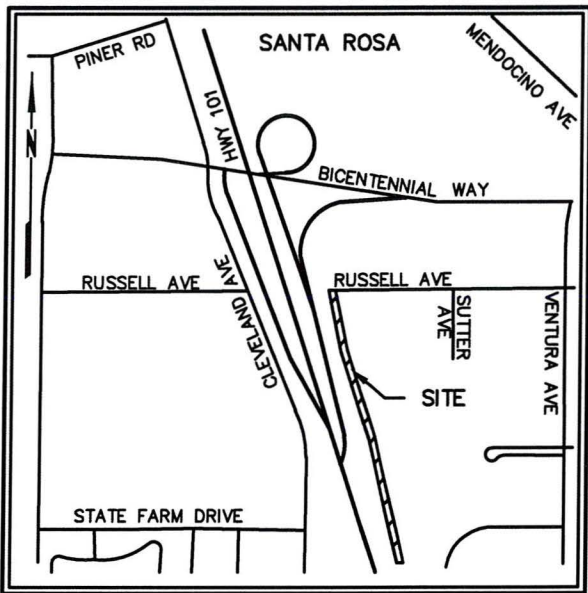
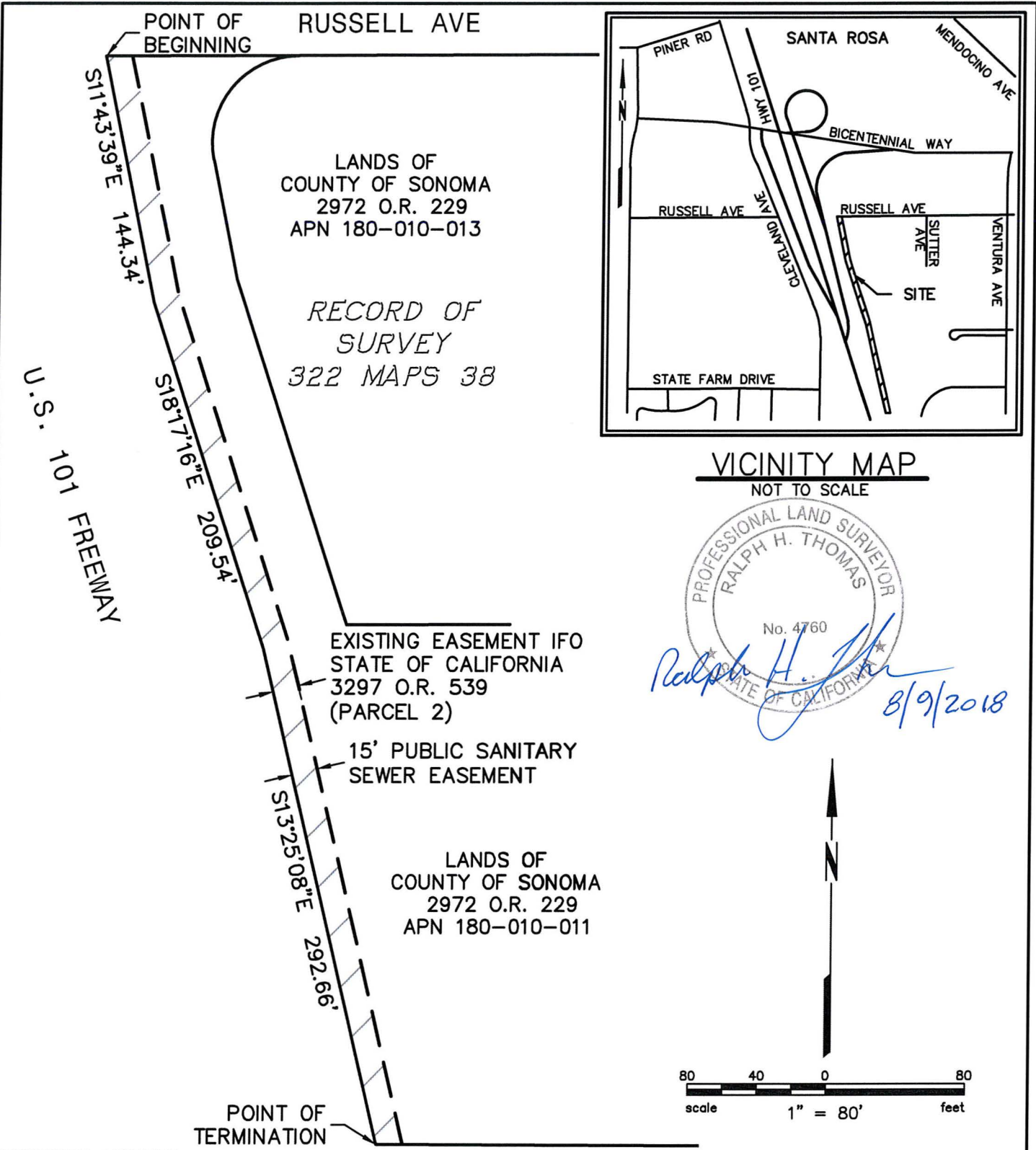
Prepared by:

BKF ENGINEERS

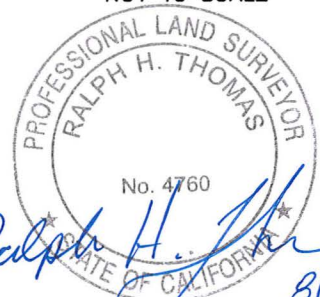

Ralph H. Thomas, PLS. No. 4760

Dated: 8/9/2018

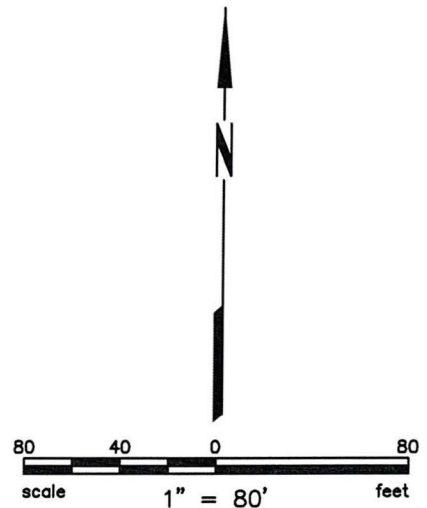




VICINITY MAP
NOT TO SCALE



Ralph H. Thomas
8/9/2018



AUTHORITY: UTILITIES		CITY OF SANTA ROSA	
OWNER AND MAILING ADDRESS			
CITY OF SANTA ROSA WATER DEPARTMENT 69 STONY CIR, SANTA ROSA, CA 95401		EASEMENT AREA: <u>9699 Sq. Ft (0.22 Ac.)</u>	
A.P. No. <u>180-010-011</u>		CITY ACQUISITION DEED	
O.R. No. <u>2972 O.R. 229</u>		D.N. _____	
O.R. No. _____		DWN. VMT	APPROVED
		CHK. RHT	FILE No. R.-5452

Plot Aug 09, 2018 at 1:19pm

CITY OF SANTA ROSA
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL
FROM: AMY NICHOLSON, CITY PLANNER
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
SUBJECT: REQUEST FOR SUMMARY VACATION OF A 15-FOOT WIDE
PUBLIC SEWER EASEMENT LOCATED AT 562 RUSSELL
AVENUE APN 180-010-011, AND A 25-FOOT WIDE PUBLIC
UTILITY EASEMENT LOCATED AT 562 RUSSELL AVENUE AND
648 RUSSELL AVENUE APNS 180-010-013 AND 180-010-011 –
FILE NO. VAC18-003

AGENDA ACTION: RESOLUTION

RECOMMENDATION

It is recommended by the Planning and Economic Development Department and the Water Department that the Council, by resolution, approve a summary vacation of a 15-foot wide Sanitary Sewer Easement and a 25-foot wide Public Utility Easement, located on the properties of 562 and 648 Russell Avenue, respectively.

EXECUTIVE SUMMARY

The County of Sonoma, the property owner of 562 and 648 Russell Avenue (the subject sites), seeks Council approval of a summary vacation of an approximately 11,100-square-foot, 15-foot wide, Sanitary Sewer Easement located at 562 Russell Avenue, and an approximately 7,000 square-foot, 25-foot wide, Public Utility Easement located at 562 Russell Avenue and 648 Russell Avenue (collectively, the public service easements) to facilitate the construction of a Behavioral Health Unit to support the existing Main Adult Detention Facility located on Ventura Avenue in Santa Rosa. Each of the public service easements contains sewer mains which service County properties and are maintained by the County. The purpose of the public service easements was to give the City maintenance and access rights, however these access rights have become unnecessary due to the County's ownership and maintenance of the sewer mains. The public service easements are therefore considered excess. In addition, there are no other public facilities located within the easement.

PROJECT BACKGROUND

- The existing public sewer main, City File No. 1986-0101, 1993-0137, reverted to

RUSSELL AVENUE PUBLIC SERVICE EASEMENT AND SANITARY SEWER
EASEMENT SUMMARY VACATION
PAGE 2 OF 4

ownership and maintenance by Sonoma County (County) following the County's acquisition of all upstream tributary properties for expansion of County facilities.

- The existing Public Sewer Easement that is located over the sewer main remaining in place and that is proposed to be vacated is considered to be excess due to the City having no access or maintenance responsibilities of this sewer main.
- A remnant of the Public Utility Easement from Russell Avenue into County Property, Document Numbers 17320R467 & 17320R471, that was abandoned and Quit Claimed in 1996, by Document No. 1996-050737 is to be vacated by the City as excess due to acquisition of properties fronting Russell Avenue by the County.
- Upon an application by the County to vacate the existing Easements it was discovered that the City did not have the required easement for the existing trunkline that runs parallel to Highway 101, west of the existing Easements. The City is requiring the County to grant this required easement as a part of this vacation process.

PRIOR CITY COUNCIL REVIEW

None.

ANALYSIS

Vacation procedures are established by the California Public Streets, Highways, and Service Easements Vacation Law, which is implemented through the California Streets and Highways Code (Code). Pursuant to Section 8333 of the Code, the City may summarily vacate any public service easement if it has not been used for the purposes for which it was dedicated or acquired for five consecutive years, the easement has been determined to be excess and there are no other public facilities located within the easement, or the facilities have been superseded by relocation.

The Sanitary Sewer Easement and Public Utility Easement requested to be vacated are no longer necessary for public purposes in that the public sewer mains located within the Easements have been maintained and utilized by the County of Sonoma for the Main Adult Detention Facility and abutting County owned properties, and are not utilized by any additional properties. Each of the public service easements contains sewer mains which service County properties and are maintained by the County. As the purpose of the said easements is to give the City maintenance and access rights, which are unnecessary based on the County's ownership and maintenance, the easements are considered excess. As required by Section 8333 of the Code, there are no public facilities located within the easement, as the sewer mains that exist service private properties.

General Plan

RUSSELL AVENUE PUBLIC SERVICE EASEMENT AND SANITARY SEWER
EASEMENT SUMMARY VACATION
PAGE 3 OF 4

The General Plan land use designation for the subject site is Office, which provides sites for administrative, financial, business, professional, medical, and public offices. The proposed public service easements vacation will allow for the proposed addition to the existing County Detention Facility, consistent with the General Plan.

Zoning

The subject site is zoned CO – Office Commercial, which is applied to areas appropriate for administrative, business, financial, medical, professional, and public office uses, together with similar and related compatible uses. Residential uses may also be accommodated as part of mixed use projects. The CO zoning district is consistent with and implements the Office land use classification of the General Plan. Vacating the public service easements will allow for the proposed Behavioral Health Unit to be constructed over the area of the existing easements.

FISCAL IMPACT

Approval of the requested Summary Vacations would not have an impact on the City's General Fund.

ENVIRONMENTAL IMPACT

The vacation of the subject Public Utility Easement and Sanitary Sewer Easement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305, in that the proposal consists of minor alterations in land use limitations.

BOARD/COMMISSION/COMMITTEE REVIEW AND RECOMMENDATIONS

Not applicable for this project.

NOTIFICATION

No public hearing notice is required for the proposed summary vacations. This item was noticed on the Agenda for the October 23, 2018, meeting.

ISSUES

The City has no unresolved issues with the proposed project.

ATTACHMENTS

- Attachment 1 – Disclosure Form
- Attachment 2 – Location Map
- Attachment 3 – Vacation of Public Utility Easement

RUSSELL AVENUE PUBLIC SERVICE EASEMENT AND SANITARY SEWER
EASEMENT SUMMARY VACATION
PAGE 4 OF 4

Attachment 4 – Vacation of Sanitary Sewer Easement
Attachment 5 – Public Sanitary Sewer Easement
Resolution – Summary Public Utility Easement and Summary of Sanitary Sewer
Easement Vacation

CONTACT

Amy Nicholson, City Planner
Planning and Economic Development Department
100 Santa Rosa Avenue, Room 3
(707) 543-3258, anicholson@srcity.org

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA FOR A SUMMARY VACATION OF A 15-FOOT WIDE SANITARY SEWER EASEMENT LOCATED AT 562 RUSSELL AVENUE APN 180-010-011, AND A 25-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED AT 562 RUSSELL AVENUE AND 648 RUSSELL AVENUE, APNS 180-010-011 AND 180-010-013 – FILE NO. VAC18-003

WHEREAS, pursuant to Section 8333 of the California Streets and Highways Code, the City may summarily vacate a public service easement if it has not been used for the purpose for which it was dedicated or acquired for five consecutive years, the easement has been determined to be excess and there are no other public facilities located within the easement, or the facilities have been superseded by relocation; and

WHEREAS, the Sanitary Sewer Easement and Public Utility Easement (the Easements) requested to be vacated are located at 562 and 648 Russell Avenue, Santa Rosa, California and are described in the legal descriptions and plats attached hereto and made part of this resolution as Exhibit A (Vacation of Public Utility Easement) and Exhibit B (Vacation of Sanitary Sewer Easement), and are no longer necessary for public purposes; and

WHEREAS, the Easements have not been used for public utility purposes in that the public sewer mains previously located within the Easements have been maintained and utilized by the County of Sonoma for the Main Adult Detention Facility and abutting County owned properties. As the purpose of the said easements is to give the City maintenance and access rights, which are unnecessary based on the County's ownership and maintenance of the sewer mains, the easements are considered excess. Further, there are no other public facilities located within the easement; and.

WHEREAS, upon an application by the County to vacate the existing Easements it was discovered that the City did not have the required easement for the existing trunkline that runs parallel to Highway 101, west of the existing Easements. The City is requiring the County to grant this required easement as a part of this vacation process.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa finds that:

1. The Easements to be vacated are fully described in the attached Exhibits A and B.
2. These vacations are made pursuant to Section 8333 of the California Streets and Highways Code, which allows for a summary vacation of public service easements if the easements have been determined to be excess and there are no other public facilities located within the easement.
3. The Easements have not been used for public utility purposes in that the public sewer mains located within the Easements have been maintained and utilized by the County of Sonoma. As the purpose of the Easements is to give the City maintenance and access rights, which are unnecessary based on the County's ownership and

maintenance of the sewer mains, the easements are considered excess. Further, there are no other public facilities located within the Easements.

- 4. This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15305, minor alterations in land use limitations.

BE IT FURTHER RESOLVED, based on these findings, that from and after the date this resolution is recorded, the Easements, described in Exhibits A and B, attached hereto and incorporated herein, shall be vacated and shall no longer constitute public service easements.

BE IT FURTHER RESOLVED, that the City Council authorizes the Director of Planning and Economic Development to approve all documents necessary to complete these transactions.

BE IT FURTHER RESOLVED, that the Planning and Economic Development Department, Engineering Development Services Division, is hereby ordered to record a certified copy of this resolution in the Office of the County Recorder.

IN COUNCIL DULY PASSED this 23rd day of October 2018, subject to the following condition of approval.

- 1. The City shall accept a 15-foot-wide Public Sanitary Sewer Easement offered by Sonoma County along the westerly property line fronting Caltrans Highway 101 right of way, attached hereto as Exhibit C.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____

City Clerk

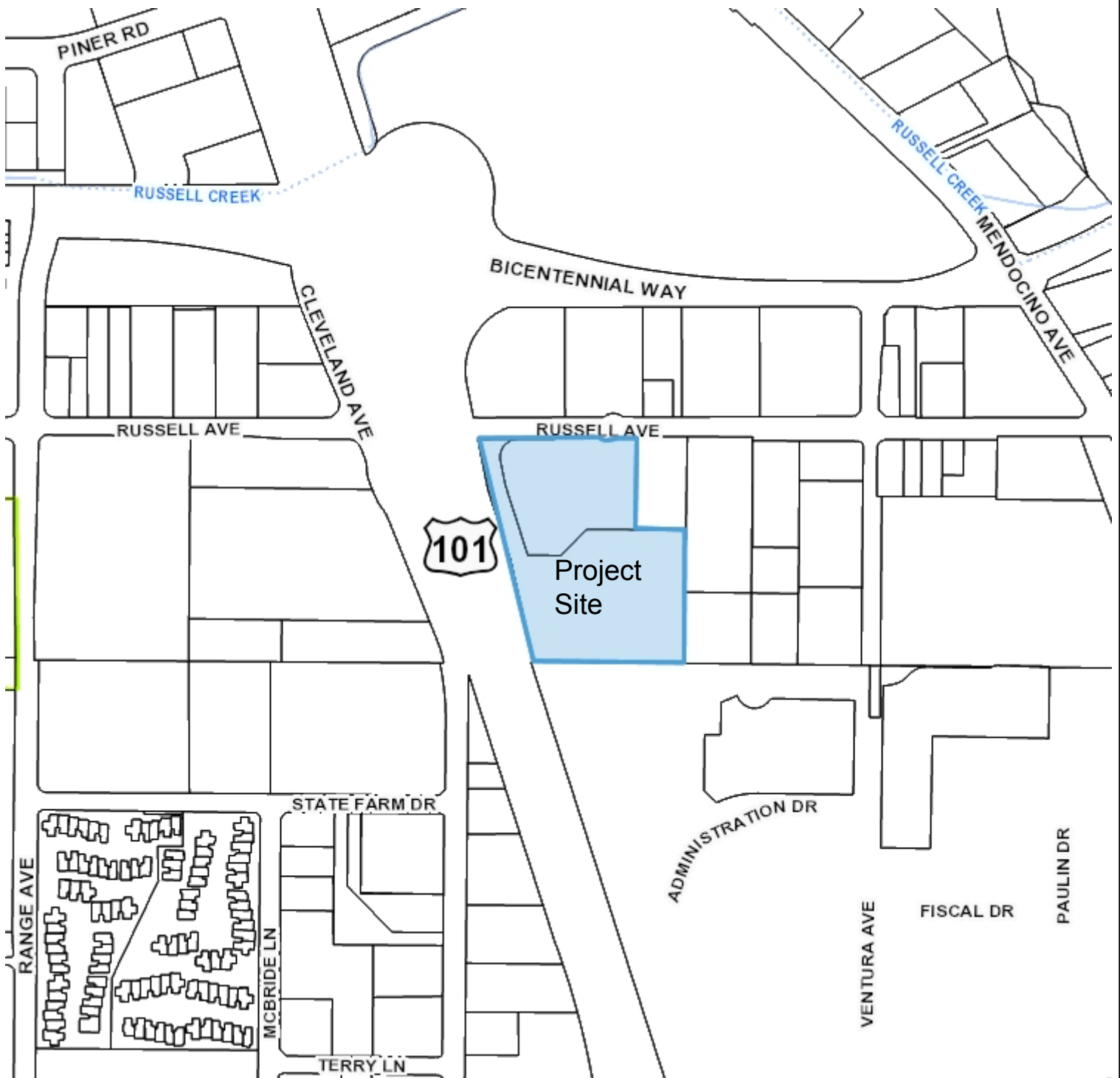
APPROVED: _____

Mayor

APPROVED AS TO FORM:

City Attorney

- Exhibit A - Vacation of Public Utility Easement
- Exhibit B – Vacation of Sanitary Sewer Easement
- Exhibit C – Public Sanitary Sewer Easement



Vacation of Easement
File Number - VAC18-003



10/2/2018

Scale 1: 4,800





EXHIBIT 'A'

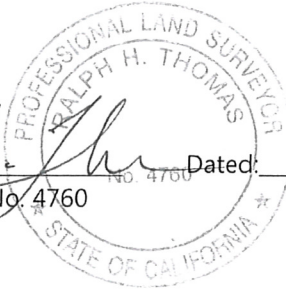
VACATION OF PUBLIC UTILITY EASEMENT

Being a portion of those Easement Deeds filed in Book 1732 O.R. 467 and 1732 O.R. 471, Official Records of the County of Sonoma. The portion to be vacated is more particularly described as follows:

All that portion of those Easement Deeds filed in Book 1732 O.R. 467 and 1732 O.R. 471, Official Records of the County of Sonoma lying northerly of the portion of those easements that was previously quitclaimed under Document No. 1996-0050737, Official Records of the County of Sonoma.

Prepared by:

BKF ENGINEERS



Ralph H. Thomas Dated: 2/12/2018

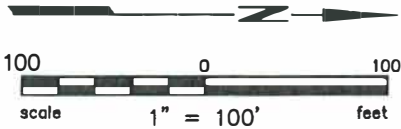
Ralph H. Thomas, PLS No. 4760

City of Santa Rosa

AUG 20 2018

Planning & Economic
Development Department

EXHIBIT 'B'



HWY 101
LANDS OF COUNTY OF SONOMA
APN 180-010-011
2972 O.R. 229

LANDS OF COUNTY OF SONOMA
APN 180-010-012
DN 2000-106322

PORTION OF EASEMENT
ABANDONED BY QUITCLAIM
DN 1996-050737



25' PUBLIC UTILITY
EASEMENT
1732 OR 467 &
1732 OR 471

RUSSELL AVE

LANDS OF COUNTY OF SONOMA
APN 180-010-011
DN 81-038465

LANDS OF COUNTY
OF SONOMA
DN 1993-104750

LANDS OF COUNTY OF SONOMA
APN 180-010-008
DN 2000-106322

LANDS OF COUNTY OF SONOMA
APN 180-010-009
2358 O.R. 551

City of Santa Rosa

AUG 20 2018

Planning & Economic
Development Department

Ralph H. Thomas 2/12/2018

RALPH H. THOMAS

PLS 4760



200 4TH ST, STE. 300
SANTA ROSA, CA 95401
PH: 707-583-8500
FAX: 707-583-8539

Subject VACATION OF PUBLIC UTILITY
EASEMENT

Job No. 20179086

By AEG Date FEB 2018 Chkd. RHT

SHEET 1 OF 1

Plot Feb 12, 2018 at 8:13am



EXHIBIT 'A'

VACATION OF SANITARY SEWER EASEMENT

Being a portion of those Easement Deeds filed under Document No. 86-108173, Document No. 88-094168, and Document No. 1996-0022671, Official Records of the County of Sonoma. The portion to be vacated is more particularly described as follows:

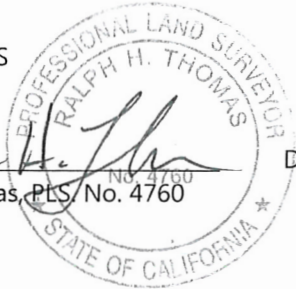
All that portion of Document No. 1996-0022671, Exhibit 'A', described under the heading "Legal Description New Sewer Easement".

TOGETHER WITH, all that portion of Document No. 86-108173 and Document NO. 88-094168 described under the heading "Easement "B" Sewer Easement",

Prepared by:

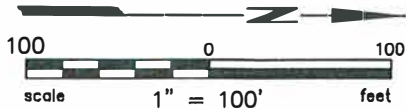
BKF ENGINEERS

 Dated: 5/1/2018
Ralph H. Thomas, PLS, No. 4760



City of Santa Rosa
AUG 20 2018
Planning & Economic
Development Department

EXHIBIT 'B'



EXISTING 15' SEWER EASEMENT
3297 O.R. 539 (TO REMAIN)

HWY 101

LANDS OF COUNTY OF SONOMA
APN 180-010-011
2972 O.R. 229

LANDS OF COUNTY OF SONOMA
APN 180-010-012
DN 2000-106322

PORTION OF EASEMENT
ABANDONED BY QUITCLAIM
DN 1996-050737

15' PUBLIC SEWER EASEMENT
DN 1996-0022671
(TO BE VACATED)

LANDS OF COUNTY OF SONOMA
APN 180-010-011
DN 81-038465

PUBLIC SEWER EASEMENT "B"
DN 86-108173 & DN 88-094168
(TO BE VACATED)

LANDS OF COUNTY
OF SONOMA
DN 1993-104750

LANDS OF COUNTY OF SONOMA
APN 180-010-008
DN 2000-106322

RUSSELL AVE

LANDS OF COUNTY OF SONOMA
APN 180-010-009
2358 O.R. 551

City of Santa Rosa

AUG 20 2018

Planning & Economic
Development Department

Ralph H. Thomas 5/1/2018

RALPH H. THOMAS

PLS 4760



200 4TH ST, STE. 300
SANTA ROSA, CA 95401
PH: 707-583-8500
FAX: 707-583-8539

Subject VACATION OF SANITARY SEWER
EASEMENT

Job No. 20179086

By AEG Date MAY 2018 Chkd. RHT

SHEET 1 OF 1



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services and Sonoma County Counsel

Staff Name and Phone Number:

Barbie Robinson, 565-7876
Bruce Goldstein, 565-6118

Supervisory District(s):

Title: First 5 Sonoma County Commission Legal Services Agreement with Remcho, Johansen & Purcell, LLP

Recommended Actions:

Authorize County Counsel to execute an agreement with Remcho, Johansen & Purcell, LLP to provide independent legal services focusing on an analysis and interpretation of statutory provisions for the First 5 Sonoma County Commission's status as a public entity and the implications with regard to long-term sustainability in the face of declining Proposition 10 revenue for the period of July 1, 2018 to June 30, 2019 in an amount not-to-exceed \$18,000.

Executive Summary:

The First 5 Sonoma County Commission is seeking independent counsel from Remcho Johansen & Purcell LLP, a legal firm with special expertise and knowledge of the California Children and Families Act of 1998 (Proposition 10). The Act is the statutory provision for establishment and implementation of the First 5 Commissions in each of 58 counties, as well as the state Commission, First 5 California.

Due to the decline of the Proposition 10 tobacco tax revenue stream, First 5 Sonoma County faces a "fiscal cliff" in fiscal year 2020-2021 that will necessitate severe cuts to local programs and services for children, birth to five years, currently funded by First 5. As a proactive measure, the Commission voted unanimously to form an ad hoc sustainability committee in March 2018 to explore organizational strategies that will promote greater long-term sustainability. The committee is comprised of the Commission Chair, Vice Chair, Commissioner liaison to the Board (Supervisor Lynda Hopkins), and the First 5 Executive Director.

The First 5 Association, the statewide policy and organization supporting local First 5 Commissions, advised First 5 Sonoma County to retain attorney James Harrison with Remcho Johansen & Purcell for an analysis of Commission governance structures allowed by the statute and implications for sustainability. Mr. Harrison is recognized as a leading expert in the state on state and federal laws governing public agencies and is uniquely qualified as a legal expert on the *Children and Families Act of 1998*. The analysis

conducted via this agreement will include research, review and formal legal advisory concerning implications of the Commission's structure and authority as an independent public agency.

Discussion:

Background on the First 5 Sonoma County Commission

The First 5 Sonoma County Commission was established by a 1998 ordinance by the Sonoma County Board of Supervisors shortly after the voters of California approved Proposition 10, mandating the distribution of tobacco tax revenue to local Commission in each county for the purpose of supporting optimal early childhood development. Proposition 10 revenue is designated only for the intended purposes described in the California Children and Families Act of 1998. The statute provides that each county Commission has the independent authority to allocate the Proposition 10 revenue locally through a strategic planning process.

In the ensuing 20 years, the First 5 Sonoma County Commission has received total of over \$100 million in Proposition 10 tobacco tax revenue, funding that has been allocated to Sonoma County programs, services and systems of care for young children, their parents and caregivers. First 5 Sonoma County's governance structure is unique as it is embedded in the Sonoma County Department of Health Services. Only 10 of the 58 county First 5 Commissions are embedded within a County department; the remaining 48 Commissions are independent public agencies or stand-alone County departments.

The First 5 Sonoma County Commission is comprised of nine members, aligned with statute and as per Board of Supervisors ordinance. Three *ex officio* members include a liaison from the Board of Supervisors and the directors of Department of Health Services and Human Services Department. The six additional members can serve up to three 3-year terms and represent the needs of children and families, such as individuals with expertise in early childhood education, representatives from the public education system, parents, leaders of community-based organizations that serve children and families at risk, and pediatric healthcare providers.

A staff of eight, overseen by the First 5 Executive Director, implements the Commission's strategic plan through procurement, contracting and monitoring the performance of community-based services and programs; evaluating program impact; providing training and technical assistance to providers for quality improvement and organizational capacity building; convening stakeholders to strengthen collaboration, networks and systems of care; community education and communications; and, legislative advocacy.

In August 2017 the Commission updated its strategic plan, including adoption of a \$14.1 million, three-year investment plan for fiscal years 2018-2019 through 2020-2021. The plan specifies allocations of funding in programs and services to achieve the Commission's strategic priorities, reflecting the current needs of the Sonoma County's children and families.

The Future of First 5 Sonoma County

By fiscal year 2021-2022, Proposition 10 tobacco tax revenue to First 5 Sonoma County is projected to stabilize at about \$2.5 million annually. This decline combined with a planned spend down of the Commission's reserves will necessitate a severe reduction of funding for community-based programs, most operated by non-profit organizations. The First 5 Sonoma County Commission is exploring operational models and structures that could potentially position First 5 for long term financial sustainability through diversification of revenue streams and increased cost efficiency in operations.

A statewide network strategy that has been forged by the First 5 Association has refocused sustainability conversations statewide on the strength and scale of early childhood and prevention as a priority in our overall systems and funding streams. The Association provides local Commissions with support and capacity building to advocate and engage at the state level for new funding streams through the legislative process. First 5 Commissions in other counties are pursuing new revenue streams via ballot measures, for example, Alameda County has a parcel tax on the ballot for November 2018 to increase access to child care and increasing provider wages, revenue that will be administered by First 5 Alameda if the measure passes. A number of local Commissions (Humboldt, Yolo and Santa Cruz) are working with their county and city governments to direct a portion of local cannabis tax and permit revenue to help sustain services for children and families.

As noted, the First 5 Sonoma County Commission formed an ad hoc committee in March 2018 to explore strategies for long term sustainability. The Sustainability Committee’s work plan includes consulting with financial and legal experts for analyses of operational structures, costs and governance models aligned with the statute that would position the Commission to operate in the most cost-effective and nimble manner, and with the flexibility to seek and efficiently administer new funding streams. The committee will present findings of analyses to the Commission in October and November, 2018. The Commission may then move to make a recommendation to the Board of Supervisors regarding amending the ordinance, based upon the findings of the analyses that would support such changes.

Consultation from attorney James Harrison with Remcho Johansen & Purcell will specifically address whether conversion of First 5 Sonoma County’s governance structure to an independent public entity would contribute to greater sustainability from a legal and governance perspective. The analysis conducted via this contract will include research, review and formal legal advisory concerning implications of Commission’s structure and authority. Mr. Harrison has worked with multiple county First 5 Commissions with regard to conversion from a county department to an independent public agency and is the only attorney in the state to provide this highly specialized legal analysis and advisory to First 5 Commissions and County government.

The First 5 Sonoma County Commission greatly appreciates the ongoing engagement and support of the Board of Supervisors in prioritizing the foundational importance of supporting the health and development of Sonoma County’s youngest residents who will one day be our workforce, taxpayers, elected leaders and parents. Sustaining the investments of the First 5 Commission is of critical importance for young children and families, especially those who are most vulnerable and rely on supports from community-based programs funded by First 5.

Prior Board Actions:

On June 5, 2018 the Board accepted the First 5 Sonoma County Commission Strategic Plan 2018-2021 Update.

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

The early childhood programs and services funded by First 5 Sonoma County Commission promote the optimal physical, cognitive and socio-emotional development of children, from the prenatal stages through age five.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	18,000		
Additional Appropriation Requested			
Total Expenditures	18,000	0	0
Funding Sources			
General Fund/WA GF			
State – Proposition 10 revenue	18,000	0	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	18,000	0	0
Narrative Explanation of Fiscal Impacts:			
This agreement will be funded by Proposition 10 funding.			
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:			
Legal Services Agreement with Remcho, Johansen & Purcell, LLP			
Related Items “On File” with the Clerk of the Board:			
None			

LEGAL SERVICES AGREEMENT

This Agreement dated as of _____, 2018 (“Effective Date”), is made by and between Sonoma County ("County") on behalf of the First 5 Sonoma County Commission ("First 5 Sonoma County") and Remcho, Johansen & Purcell, LLP (“Attorney”). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

RECITALS

WHEREAS, Attorney specializes in state and federal laws governing public agencies and nonprofits, and has significant experience and recognized expertise in compliance with and implementation of the Children and Families Act of 1998, and

WHEREAS, the Sonoma County Counsel ("County Counsel") is authorized to enter into legal service agreements on behalf of the County of Sonoma and affiliated entities for an amount up to \$50,000; and

WHEREAS, the County Counsel has determined that Attorney’s assistance is needed in connection with converting First 5 Sonoma County from a County Department to an independent public agency.

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

AGREEMENT

1. **Services.** Attorney will provide legal assistance and advisory and representation services to First 5 Sonoma County. Attorney shall keep the County Counsel fully advised of the progress in each matter. Attorney shall provide County Counsel with periodic updates, as may be appropriate.
2. **Compensation.** Compensation to Attorney for services shall be at the rates set forth in Exhibit A, provided however that total payments hereunder shall not exceed \$18,000. The rates set forth in Exhibit A shall not be adjusted without a formal amendment to this Agreement.
3. **Term.** The term of this Agreement shall commence July 1, 2018 and shall terminate on June 30, 2019.
4. **Standard of Care.** County Counsel has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed 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 by Agency of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

5. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to First 5 Sonoma County, and shall include the following information:
- a. The date and time spent performing services. Minimum billing times shall not exceed one-tenth of an hour.
 - b. Summary description of the services performed regarding the designated matter, with a separate time allocation for each function (e.g., telephone calls, research, drafting);
 - c. Separate itemization of non-legal costs by type.
 - d. Total fees and costs of the matter to date.
 - e. For any extraordinary expenses, the invoice must include the date and who gave prior approval for incurring such expense.
 - f. All invoices submitted must include the following statement signed by the firm's supervising attorney:

“I have personally examined this billing statement. All entries are in accordance with this Legal Services Agreement (County of Sonoma Contract No. 2018-0207), are correct and reasonable for the services performed and the costs incurred, and no item on this statement has been previously billed to the First 5 Sonoma County.”
6. Non-Reimbursable Services. Attorney shall not be reimbursed for any of the following expenses:
- a. Travel expenses, except to the extent approved in accordance with Section 7 below.
 - b. Unnecessary messenger or express mail charges.
 - c. Normal overhead functions such as word processing or typing time, scheduling of depositions, ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature.
 - d. Meals, overtime, office supplies, or attorney time for preparation of bills or audit responses.
 - e. Expenses for experts or Attorneys that have been retained without the prior written approval of County Counsel.
 - f. Photocopying charges in excess of \$25.00 in any billing cycle without prior written approval of County Counsel.

- g. Office supplies, local telephone charges, per-page fax charges, conference call line charges, routine mail, etc.
 - h. Intra-office conferencing time of more than one attorney for routine matters, unless such conference involves expert opinion.
 - i. Replacement attorney learning time or other ramp-up learning costs.
 - j. Travel time.
 - k. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw).
7. Direction and Extraordinary Expenses. All direction and control of Attorney's work for First 5 Sonoma County will be by the County Counsel. Attorney shall seek pre-approval from the County Counsel's Office for all extraordinary expenses before the same is incurred by Attorney. By way of example, extraordinary expenses shall include expenses for preparing complex motions, undertaking significant legal research or substantial drafting, retaining experts and Attorneys, and out-of-town travel.
8. Attorney's Key Personnel. The parties identified in this section as the work team, project manager, or other professional providing services under this Agreement, are key persons, whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorney shall assign no other personnel to this Project without the written approval of Agency or County Counsel. Key personnel shall be as follows: James Harrison.
9. Use of Appropriate Personnel. Within the law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g., junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned attorney.
10. Multiple Attorney Conferences/Attendance. First 5 Sonoma County shall not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, or other similar events without prior notice to Executive Director of First 5 Sonoma County. First 5 Sonoma County retains the right to approve or disapprove of multiple attorney attendance at such events.
11. Records. Consistent with the First 5 Sonoma County's records retention policy, Attorney shall retain (in either physical or electronic form) all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Attorney's own internal retention policy is for a period less than that provided under the First 5 Sonoma County's retention policy, Attorney shall after expiration of its own internal retention period, forward the records to County Counsel for retention. In no event shall Attorney destroy or otherwise purge

any records without providing the First 5 Sonoma County with at least thirty (30) days written notice. Records will be made available to the First 5 Sonoma County upon request for audit purposes. Attorney will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)

12. Termination. This Agreement may be terminated by County Counsel at any time, subject to equitable proportional payments due to Attorney. All files, written material, and documents will be transferred to the County Counsel upon such termination. Attorney will be available to consult with County Counsel or, should one be retained, with the First 5 Sonoma County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.
13. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.
14. No Suspension or Debarment. Attorney 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. Attorney 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 Attorney becomes debarred, Attorney has the obligation to inform the County.
15. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of First 5 Sonoma County. Attorney is not to be considered an agent or employee of First 5 Sonoma County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits First 5 Sonoma County provides its employees. In the event County Counsel exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
16. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and County Counsel and by way of execution of a written modification to this Agreement.
17. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein, by this reference.

18. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release First 5 Sonoma County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of First 5 Sonoma County, but excluding liability due to the sole or active negligence or due to the willful misconduct of First 5 Sonoma County. 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 Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to First 5 Sonoma County for any loss or damage to First 5 Sonoma County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.
19. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of Attorney's obligations under the Rules of Professional Conduct.
20. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.
21. Taxes. Attorney 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. Attorney agrees to indemnify and hold First 5 Sonoma County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If First 5 Sonoma County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the First 5 Sonoma County with proof of payment of taxes on these earnings.
22. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where First 5 Sonoma County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, First 5 Sonoma County must waive any such actual or potential conflict before Attorney may represent such other party.
23. Nondiscrimination. Attorney 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 First 5 Sonoma County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

24. 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.
25. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

First 5 Sonoma County: Angie Dillon-Shore
Executive Director
First 5 Sonoma County
490 Mendocino Avenue, Suite 203
Santa Rosa CA 95401
707.565.6686
Angie.Dillon-Shore@sonoma-county.org

Attorney: James Harrison
Attorney, Remcho Johansen & Purcell, LLP
Remcho, Johansen & Purcell, LLP
1901 Harrison Street, Suite 1550
Oakland CA 94612
510-346-6200
jh@rjp.com; mprinzing@rjp.com

Copy to: County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403
Attn: Adam Radtke, Deputy County Counsel

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

26. No Waiver of Breach. The waiver by the First 5 Sonoma County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
27. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Agreement or for the breach thereof shall be brought or tried in the County of Sonoma.

28. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

29. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with from its subcontractors, 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, Attorney 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.

30. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

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

Dated: 10.5, 2018

Attorney:

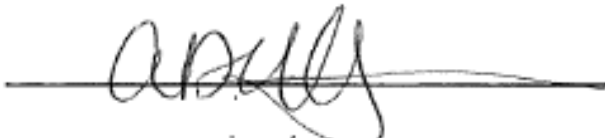
By: 

Dated: _____, 20__

Sonoma County Counsel's Office:

By: _____
Bruce Goldstein
Sonoma County Counsel

APPROVED AS TO FUNDS FOR First 5 Sonoma County:



Dated: 10/8/18

~~CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED:~~

Approved as to form & content.

BY:

By: 
Deputy County Counsel

Dated: 10/9/18

EXHIBIT A. RATES

Title	\$/Hour
Attorney	475
Paralegal	160

EXHIBIT B. INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, Attorneys, 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 Counsel 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 Attorney 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 Attorney 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 Attorney currently has no employees as defined by the Labor Code of the State of California, Attorney 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 Umbrella Liability Insurance. If Attorney maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Attorney.
 - 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. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving the County.
 - d. First 5 Sonoma County Commission and the County of Sonoma, their Officers, Agents, and Employees shall be endorsed as additional insureds for liability

arising out of operations by or on behalf of the Attorney 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 Attorney and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. 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 Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Attorney currently owns no autos, Attorney 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 Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
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 – Legal Services Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney 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
County Counsel's Office
Attn: Ali Ostello
575 Administration Drive, Suite 105A
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. Attorney 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.

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

8. Material Breach.

If Attorney fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County Counsel at its sole option, may terminate this Agreement and obtain damages from Attorney resulting from said breach. Alternatively, County Counsel may purchase the required insurance, and without further notice to Attorney, County Counsel may deduct from sums due to Attorney any premium costs advanced by County Counsel 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: 10
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

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 Revenue Standard Agreements for Medicare Improvements for Patients and Providers Act (MIPPA) and Supplemental Nutrition Assistance Program Education (SNAP-Ed).

Recommended Actions:

1. Adopt a resolution authorizing the Director of Human Services to execute the Medicare Improvement for Patients and Providers Act (MIPPA) Agreement MI-1819-27 with the California Department of Aging to accept \$120,332 in revenue to fund Medicare support services for seniors and future changes to revenue.
2. Adopt a resolution authorizing the Director of Human Services to execute the Supplemental Nutrition Assistance Program Education (SNAP-ED) Agreement SP-1819-27 with the California Department of Aging to accept \$97,295 in revenue to fund obesity prevention for seniors and future changes to revenue.

Executive Summary:

The Human Services Department, Adult & Aging Division is requesting the Board of Supervisors adopt a resolution and authorize the Director of Human Services to sign a contract to accept funding from the California Department of Aging to fund the Medicare Improvement for Patients and Providers Act (MIPPA) for seniors beginning on October 1, 2018. Funding will expand Medicare enrollment through outreach and by promoting prevention and wellness benefits.

In addition, the Human Services Department, Adult & Aging Division is requesting the Board of Supervisors adopt a resolution and authorize the Director of Human Services to sign a contract to accept funding from the California Department of Aging to fund the Supplemental Nutrition Assistance Program Education (SNAP-ED) for seniors beginning on October 1, 2018. Funding will enhance healthy lifestyles through increased physical activity and nutritional education.

Discussion:

California Department of Aging Funds

1. Medicare Improvement for Patients and Providers Act (MIPPA) - \$120,332

Medicare Improvement for Patients and Providers Act (MIPPA) funding supports activities to expand Medicare beneficiary enrollment in the Prescription Drug Low Income Subsidy Program and the Medicare Saving Program, provides outreach to those living in rural areas, provides enrollment efforts for Medicare Part D, and promotes Medicare prevention and wellness benefits.

The Standard Agreement funding received is based on federal fiscal year funding cycles and allocated based on State Fiscal Year (SFY) cycles over three years:

SFY 1819 (10-1-18 through 6-30-19) - \$45,125

SFY 1920 (7-1-19 through 6-30-20) - \$60,166

SFY 2021 (7-1-20 through 9-30-20) - \$15,041

Total \$120,332

The Area Agency on Aging received this funding for the previous three year Federal Fiscal Year cycles; 1415 through 1617 in the amount of \$189,690.

These funds will be allocated to Senior Advocacy Services, which holds the existing contract for MIPPA services. This funding is allocated on a year-by-year basis and is not guaranteed each fiscal year. MIPPA follows a Federal Fiscal Year calendar (October 1st – September 30th) with modifications to reflect the State Fiscal Year.

2. Supplemental Nutrition Assistance Program Education Program (SNAP-ED)

Supplemental Nutrition Assistance Program Education (SNAP-ED) is the nutrition promotion and obesity prevention component of the Supplemental Nutrition Assistance Program (formerly known as Food Stamps), a program of the United States Department of Agriculture. The key messaging of SNAP-ED interventions is the promotion of a healthy lifestyle through increased physical activity and nutritional education. The California Department of Aging is the recipient of the funding and is a pass-through for contracting with state-wide agencies for implementing local evidence-based interventions.

The Standard Agreement funding received is based on a federal fiscal year funding cycle and allocated based on a state fiscal year cycle:

State Fiscal Year (SFY) 18/19 (10-1-18 through 6-30-19) - \$97,295

The funding will be used to provide the approved interventions *A Matter of Balance* and *Bingocize*. *A Matter of Balance* is a nationally recognized evidence-based program designed to help older adults manage falls and increase activity levels. The *Matter of Balance* program is intended for seniors, 60 years of age and older, whose fear of falling compromises their level of social and physical activity. Trained coaches support seniors in learning how to identify fall risks and include issues regarding medications, provide problem-solving strategies to address behavior and habits that contribute to falls, incorporate simple exercises to promote strength, flexibility and balance, and advise seniors on how to access community resources for added support with these topics. *Bingocize* is an evidence-based fall prevention program from the University of Western Kentucky, designed for older adults 60 years of age or older, that combines the fun of Bingo with progressively difficult fall prevention exercises. Led by a certified instructor, the program consists of one-hour games played twice weekly over twelve weeks.

The prescribed exercises can be done sitting or standing.

Additionally, *Matter of Balance* coaches and *Bingocize* instructors provide nutritional handouts that highlight local produce and sources using “Harvest of the Month” materials, as well as identifying Farmers’ Market locations to promote the consumption of fresh local fruits and vegetables to reinforce how nutrition plays a key role in overall good health.

The Area Agency on Aging received this funding for the previous five Federal Fiscal Year (FFY) cycles in the following amounts:

FFY 1718 - \$29,569

FFY 1617 - \$30,452

FFY 1516 - \$26,630

FFY 1415 - \$62,580

Prior Board Actions:

August 15, 2017: Board approved Resolution authorizing the Director of Human Services to execute an agreement for Supplemental Nutrition Assistance Program Education funding.

January 26, 2016: Board approved Resolution authorizing the Director of Human Services to execute an agreement for Supplemental Nutrition Assistance Program Education funding.

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

To provide nutrition 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		\$60,166	\$15,041
Additional Appropriation Requested	\$142,140		
Total Expenditures	\$142,140	\$60,166	\$15,041
Funding Sources			
General Fund/WA GF			
State/Federal	\$142,140	\$60,166	\$15,041
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$142,140	\$60,166	\$15,041
Narrative Explanation of Fiscal Impacts:			
HSD will request the new budget appropriations during the 2 nd quarter County Budget Adjustment for FY1819. There is no impact to the General Fund.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<ol style="list-style-type: none"> 1. Medicare Improvements for Patients and Providers Act Resolution 2. Supplemental Nutrition Assistance Program Education Resolution 			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1. California Department of Aging Standard Agreement for Medicare Improvement for Patients and Providers Act (MIPPA) – Agreement #MI-1819-27 2. California Department of Aging Standard Agreement for Supplemental Nutrition Assistance Program Education (SNAP-Ed) - Agreement # SP-1819-27 			



County of Sonoma
State of California

Date: October 16, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to authorize Director of Human Services to execute the Sonoma County Area Agency on Aging Medicare Improvement for Patients and Providers Act (MIPPA) Standard Agreement #MI-1819-27 with the California Department of Aging for FY 2018-19 in the amount of \$120,332 and authorize the Director of the Human Services Department to execute future agreement amendments to adjust for revenue changes.

Whereas, the Board of Supervisors has been designated the Sonoma County Area Agency on Aging by the California Department of Aging; and

Whereas, the Sonoma County Area Agency on Aging receives funds from the California Department of Aging in order to expand beneficiary enrollment in the Prescription Drug Low Income Subsidy Program (LIS), the Medicare Savings Program (MSP) and in general rural outreach and enrollment efforts for Medicare Part D; and

Whereas, standard agreements must be executed with the State before funds become available for Sonoma County;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma authorizes the Director of Human Services to execute Standard Agreement MI-1819-27 in the amount of \$120,332 with the California Department of Aging for FY 2018-19 through FY 2020-21 and authorizes the Director of Human Services Department to execute future agreement amendments to adjust for revenue changes.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: October 16, 2018

Item Number: _____

Resolution Number: _____



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to authorize Director of Human Services to execute Standard Agreement #SP-1819-27 with the California Department of Aging for FY 2018-19 in the amount of \$97,295 and authorize the Director of the Human Services Department to execute future agreement amendments to adjust for revenue changes.

Whereas, the Sonoma County Area Agency on Aging is designated by the California Department of Aging; and

Whereas, the Sonoma County Area Agency on Aging receives funds from the California Department of Aging in order to operate the Supplemental Nutrition Assistance Program Education Obesity Prevention program to older adults in low income communities; and

Whereas, standard agreements must be executed with the State before funds become available for Sonoma County;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma authorizes the Director of Human Services to execute Standard Agreement SP-1819-27 in the amount of \$ \$97,295 with the California Department of Aging for FY 2018-19 and authorizes the Director of Human Services Department to execute future agreement amendments to adjust for revenue changes.

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: October 16, 2018

Vote Requirement: Majority

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 Contract Amendments

Recommended Actions:

Authorize the Director of Human Services to execute contract amendments to include additional funding for FY18/19 to increase funding for the Council on Aging, Petaluma People Services Center, and Senior Advocacy Services.

Executive Summary:

On June 14, 2018, as part of the Fiscal Year 2018-2019 budget hearings, the Board of Supervisors approved a non-recurring funding allocation of \$300,000 from the Community Investment Fund to supplement senior nutrition. The Board approved this additional supplement for all senior nutrition provider contracts for FY 2018-2019, which include the Council on Aging, Petaluma People Services Center, and Coastal Seniors.

In addition, recently authorized funding from the California Department of Aging for Older Americans Act (OAA) and Medicare Improvement for Patients and Providers Act (MIPPA) programs resulted in an additional \$12,000 of OAA Title IIIB funding to support Information & Assistance services to older adults, \$45,155 to support case management, \$209 of Title VII Elder Abuse Prevention funding to support Ombudsman services, and \$40,613 to support MIPPA programs.

The Human Services Department is requesting the Board of Supervisors to authorize the Director of Human Services to execute amendments with three of the senior nutrition providers: Council on Aging and Petaluma People Services Center, as well as the Ombudsman and MIPPA service provider, Senior Advocacy Services. The amendments with Coastal Seniors and West County Community Services do not require Board of Supervisors approval due to the value of the contract.

In total, an additional \$397,977 will be authorized through these amendments. The community-based service providers are aware of the non-recurring nature of the funds.

Discussion:

The table on the next page outlines the initial authorized funding and supplemental funding sources as well as the original and amended contracts for the four senior nutrition and information and assistance contract providers as well as the Ombudsman program provider.

Community Investment Funds for Senior Nutrition

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 program. State Realignment funding as well as provider fundraisers cover the remainder of the cost. Without this additional funding, Council on Aging, Petaluma People Services Center, and Coastal Seniors run the risk of funding shortfalls, reduction of senior nutrition services, or potential elimination of the services.

Older Americans Act funds for 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.

California Department of Aging funds for Medicare Improvement for Patients and Providers Act (MIPPA)

Medicare Improvement for Patients and Providers Act (MIPPA) funding supports activities to expand Medicare beneficiary enrollment in the Prescription Drug Low Income Subsidy Program and the Medicare Saving Program, provides outreach to those living in rural areas, provides enrollment efforts for Medicare Part D, and promotes Medicare prevention and wellness benefits.

These funds will be allocated to Senior Advocacy Services, which holds the existing contract for MIPPA services. This funding is allocated on a year-by-year basis and is not guaranteed each fiscal year. MIPPA follows a Federal Fiscal Year calendar (October 1st – September 30th) with modification to reflect the State Fiscal Year.

Older Americans Act (OAA) funds for Elder Abuse Prevention

This funding will be allocated to Senior Advocacy Services, which holds the existing contract for OAA

Elder Abuse funded program activities. These activities provide education and training to develop, strengthen, and carry out investigation of and response to elder abuse, neglect and exploitation, including financial exploitation of older adults 60+ years of age in Sonoma County.

The table below summarizes the distribution of funding to the four senior nutrition and information and assistance contract providers as well as the Ombudsman program provider:

Initial FY1819 Contract Totals	Coastal Seniors	Council on Aging	Petaluma People Services Center	West County Community Services	Senior Advocacy Services	Total
Nutrition Programs	\$12,715	\$939,468	\$151,830	\$20,000		\$1,124,013
Information & Assistance						\$0
Case Management		\$92,000	\$20,000	\$20,000		\$132,000
Ombudsman Program					\$188,076	\$188,076
Federal HICAP					\$397,916	\$397,916
Federal MIPPA					\$14,392	\$14,392
Total of Other Funded Programs		\$86,000	\$42,508			\$128,508
Subtotal	\$12,715	\$1,117,468	\$214,338	\$40,000	\$600,384	\$1,984,905

FY1819 Funding Increase Totals	Coastal Seniors	Council on Aging	Petaluma People Services Center	West County Community Services	Senior Advocacy Services	Total
Nutrition Programs (Community Investment Funds)	\$1,450	\$245,270	\$53,280			\$300,000
Information & Assistance - OAA		\$4,000	\$4,000	\$4,000		\$12,000
Case Management OAA		\$22,577	\$11,289	\$11,289		\$45,155
Ombudsman OAA					\$209	\$209
MIPPA - Federal					\$40,613	\$40,613
Increase Subtotal	\$1,450	\$271,847	\$68,569	\$15,289	\$40,822	\$397,977
	Coastal Seniors	Council on Aging	Petaluma People Services Center	West County Community Services	Senior Advocacy Services	Total
Total Amended Contract Amounts	\$14,165	\$1,389,315	\$282,907	\$55,289	\$641,206	\$2,382,882

Prior Board Actions:

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 (Agenda Item 30).

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	\$397,977	0	0
Additional Appropriation Requested			
Total Expenditures	\$397,977	0	0

Funding Sources

General Fund/WA GF	\$300,000		
State/Federal	\$57,364 OAA \$40,613 MIPPA		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$397,977	0	0

Narrative Explanation of Fiscal Impacts:

The requested contract amendments amount to \$397,977. Sufficient appropriations to cover the amended contracts have been included in the approved 2018-2019 budget. There is no impact to the General Fund. The \$300,000 of General Fund approved by the Board for FY 2018-2019 is non-recurring.

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:			
<ol style="list-style-type: none"> 1. Council on Aging Contract Amendment #1 2. Petaluma People Services Center Contract Amendment #1 3. Senior Advocacy Services Contract Amendment #1 			
Related Items "On File" with the Clerk of the Board:			
None			

Council on Aging Services for Seniors
Amendment Number 1
to the Agreement to Provide
SERVICES FOR SENIORS
Agreement Number: AA-COA-S4S-1819
Funding Amount: **\$1,389,315.00**
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 Twenty-Two Thousand Five Hundred Seventy-Seven Dollars (\$22,577.00) to augment Case Management services, Two Hundred Forty-Five Thousand Two Hundred Seventy Dollars (\$245,270.00) of one-time-only County funds for home delivered meals to seniors, and Four Thousand Dollars (\$4,000.00) to add 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 Three Hundred Eighty-Nine Thousand Three Hundred Fifteen Dollars (\$1,389,315.00);
2. Add the wording "Exhibit A-5: Scope of Work - Information and Assistance Services" to Exhibit A, Scopes of Work;
3. Add Exhibit A-5: Scope of Work for Information and Assistance Services;
4. Replace the Funding Allocation Summary in Exhibit B, Section 8;
5. Replace the Budget for Title III B – Case Management in Exhibit B, Section 9.2;
6. Replace the Budget for Title III C-2 – Home Delivered Meals in Exhibit B, Section 9.4; and
7. Add the Budget for Title III B – Information and Assistance Services in Exhibit B as 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 Three Hundred Eighty-Nine Thousand Three Hundred Fifteen Dollars (\$1,389,315.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit A: Scopes of Work

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

1. **Exhibit A-1:** Scope of Work – Adult Day Care
2. **Exhibit A-2:** Scope of Work – Case Management
3. **Exhibit A-3:** Scope of Work – Congregate Meals
4. **Exhibit A-4:** Scope of Work – Home Delivered Meals
5. **Exhibit A-5:** Scope of Work – Information and Assistance Services

Exhibit A-5: Scope of Work

Information and Assistance Services

TIME FRAME: 07/01/18 - 06/30/19 FUNDING: Title III B - Older Americans Act

GEOGRAPHIC SERVICE AREA(S): County-wide

PROGRAM AREA: Information and Assistance Services

1. Program Overview: Information and Assistance (I&A) Services are intended to support seniors to encourage them to feel comfortable in identifying their needs and accessing services.

2. California Department of Aging Service Category Definition:
 - 2.1. Information: Providing current facts and data. Includes, but is not limited to, providing overview and contact information of referred resource, eligibility for referred service (if known), and data on assistive technology.

 - 2.2. Assistance:
 - a. Assessing the need of the inquirer.
 - b. Identifying appropriate and alternate resources to meet the inquirer's needs.
 - c. Specifying entities known to be suppliers of products and/or services required to meet the identified need.
 - d. Referring and actively participating in linking the inquirer to needed services, includes Follow-Up Assistance.

3. Program Requirements: Under this Agreement, Contractor will:
 - 3.1. Provide priority to the following target populations, in order of priority:
 - a. Isolated older individuals, regardless of whether the individuals are also in greatest economic or social need
 - b. Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and their caretakers), regardless of whether the individuals are also in the greatest economic or social need.
 - c. Older individuals in the greatest economic need.
 - d. Older individuals in the greatest social need.

 - 3.2. Enhance Accessibility and Efficiency in Service Delivery to Older Adults:
 - a. Serve as a resource to and coordinate with other local senior service providers and I&A services (such as accessing the Area Agency on Aging Senior Resource Guide and 2-1-1)

 - 3.3. Provide information about human services and assistance in obtaining available services to all eligible inquirers and older individuals and persons acting on behalf of an older individual in need of such services.

 - 3.4. Intervene on behalf of an older individual to assist in establishing eligibility for a needed service, provided the older individual has given permission to do so.

- 3.5. Work with community Legal and Ombudsman programs established under federal law to assist older individuals in obtaining advocacy services.
- 3.6. Provide In-Person and Telephone I&A Services as follows:
 - 3.6.1. In-Person Requests:
 - a. Provide the requested I&A service(s) during the visit or no later than one working day after the individual's visit.
 - b. Provide privacy when interviewing individuals to ensure confidentiality.
 - c. Document the number of visits provided.
 - 3.6.2. Telephone Requests:
 - a. Ensure the I&A telephone line is available to callers between 8 a.m. and 5 p.m., Monday through Friday.
 - b. Attempt to make contact with any caller who leaves a message no later than one working day from the date the message was left.
 - c. Make contact by telephone if a return telephone number is included in the message.
 - d. Document the number of calls received.
- 3.7. Follow-up on Assistance Provided (i.e., after referring and actively participating in linking the inquirer to needed services – see Section 2.2.d) as follows:
 - 3.7.1. Make contact with the older individual, or person acting on behalf of the older individual, within 30 days of the referral to determine if the older individual's service needs were met.
 - a. If the older individual received the needed service, determine the individual's satisfaction with the service(s). If the individual was dissatisfied with the service, make another referral, if appropriate.
 - b. If the older individual was not able to receive the needed service, reassess the older individual's needs and assure the individual of continued assistance until an entity is able to meet his/her assessed needs.
 - c. Document the outcome of the referral(s).
 - d. Document reason(s) if unsuccessful in contacting the older individual, or person acting on behalf of the older individual.
 - 3.7.2. Contact the entity(ies) to which the older individual was referred if contact with the older individual, or person acting on behalf of the older individual, was unsuccessful.
 - a. If the older individual received the needed service from the entity(ies), document the outcome of the referral.
 - b. If the older individual was not able to receive the needed service from the entity(ies), confirm the types of services the entity(ies)

provides to determine if referral was appropriate for the needs of the individual.

1. Provide another referral to the older individual, as needed, if the entity(ies) services were not appropriate or not available.
 - c. Contact County to reflect any changes in referral resources or availability of services of entity(ies) in order for County to update the Area Agency on Aging (AAA) Senior Resource Guide.
4. Location of Services: Office(s) of Service Provider.
 5. Units of Service Requirements for Contracted Services:
 - 5.1. Information & Assistance: 2,900 Client Contacts
 - 5.2. Units of service will be reviewed monthly by AAA staff. If at the end of the first quarter, the units of service are not within 10% of the planned number, a correction action plan will be requested of the subcontractor. If at the end of the second quarter, the units of service are still not within 10% of the planned year to date number, the County retains the right to reallocate the funds for the contracted service.
 6. Staffing
 - 6.1. Ensure I&A staff is experienced in information and assistance services.
 - 6.2. May use volunteers to augment, but not to replace paid staff.
 7. Training for Emergency Responses
 - 7.1. Ensure I&A staff is familiar with phone numbers of fire, police, and ambulance services for the geographic area served.
 - 7.2. Provide techniques to obtain vital information from older individuals who require emergency assistance.
 - 7.3. Make written emergency procedure instructions available to all staff that has contact with older individuals.
 8. Voluntary Donations/Program Income:
 - 8.1. Provide each senior with the opportunity to voluntarily contribute to the cost of the service by developing a suggested contribution schedule.
 - 8.2. Suggested contribution schedule or other documents provided to participants regarding donations or contributions shall be identified as "voluntary" and contain language that "no individual can be denied participation because of failure or inability to contribute". Documents cannot include the words "bill, invoice or statement" or otherwise indicate or infer a contribution is required.
 - 8.3. Protect the privacy of each senior with respect to contribution made to include establishing procedures to safeguard and account for all contributions.
 - 8.4. Program income means revenue generated by the Contractor from contract-supported activities, including voluntary contributions received from a participant for services received. Program Income must be reported and

expended under the same terms and conditions as the program funds from which it is generated. See Exhibit B.

9. Reporting Units of Service:

- 9.1. Data reported must be timely, complete, accurate, and verifiable.
- 9.2. Units of service are based on total program budget which depends on other funding sources in addition to the Area Agency on Aging (AAA).
- 9.3. Activities will be reported to the AAA on a monthly basis, utilizing the software or forms supplied by the AAA. Reports are due by the fifteenth of each month for activities of the previous month, i.e. activities occurring in July will be reported by August 15.
- 9.4. The contractor shall submit program performance reports in accordance with AAA requirements.

10. Contract Funding:

- 10.1. Agree not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2).
- 10.2. Comply with budget reduction in the event the service levels specified in Section 5 and Section 6 are not attained (22 CCR § 7364 (a) 3).

11. Service Compliance:

- 11.1. Ensure contract is in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate the contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred (22 CCR § 7364 (c)).
- 11.2. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by AAA or state licensing body.

12. Service Changes: Proposed changes affecting the provision of services such as changes in paid program staff, program structure/activities, hours/day(s) of service, site additions, site renovations, and temporary or permanent site closures must be communicated in writing to the AAA within 10 (ten) days of proposed date of the change.

13. Grievance Policy: Ensure grievance policy is publicly posted and is in compliance per 22 CCR, §7400 Grievance Process.

14. Mandated Reporting: Report suspected abuse, neglect, or exploitation of program participants to Sonoma County Adult Protective Services and/or law enforcement. Training provided by Sonoma County Adult Protective Services.

15. Service Provider Meeting Requirement: The AAA hosts service provider meetings to share new information with service providers (contractors). Contractors shall designate a representative to attend each Service Provider meeting.

16. Security Awareness Training: Contractor's employees, subcontractors/vendors, and volunteers who handle confidential, sensitive and/or personal identifying information

must complete the Security Awareness Training module by July 30, or 30 days of the start date of the contract, or within thirty (30) days of the start date of any new employee, Subcontractor/Vendor, or volunteer's employment. Contractor will send signed certificates to AAA staff. Training may be on an individual or group basis. A sign in sheet for a group presentation is acceptable for group trainings. Choose the Information Security Awareness Training link under Resources from the following link: <https://www.aging.ca.gov/ProgramsProviders/>

17. Transition Plan: In the event the agreement is terminated prior to end of the contract term, Contractor shall submit a transition plan to ensure there will be no break in continued service. Transition plan must be received by County within 15 days of delivery of a written Notice of Termination initiated by Contractor, County, or State. At such time, County will provide required elements to be included in the transition plan to Contractor.

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	One Time Only (OTO)	NSIP*	NSIP OTO	State	State Special				
Adult Day	93.044	\$86,000	\$0	\$0	\$0	\$0	\$0	\$86,000	\$0	\$0	\$86,000
Case Management	93.044	\$114,577	\$0	\$0	\$0	\$0	\$0	\$114,577	\$0	\$0	\$114,577
Congregate Meals	93.045 & 93.053	\$179,539	\$0	\$26,808	\$0	\$35,851	\$0	\$242,198	\$0	\$57,000	\$299,198
Congregate Nutritional Education	93.045										
Home Delivered Meals	93.045 & 93.053	\$356,328	\$0	\$144,442	\$0	\$39,080	\$0	\$539,850	\$245,270	\$100,420	\$885,540
HD Nutritional Education	93.045										
HD Nutritional Counseling	93.045										
Information & Assistance	93.044	\$4,000	\$0	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$4,000
TOTAL		\$740,444	\$0	\$171,250	\$0	\$74,931	\$0	\$986,625	\$245,270	\$157,420	\$1,389,315

*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	101,063						101,063
Benefits	13,514	9,887					23,401
TOTAL PERSONNEL	\$114,577	\$9,887					\$124,464
TRAVEL & TRAINING							
Staff Travel		2,000					2,000
Staff Training		500					500
TOTAL TRAVEL & TRNG.		\$2,500					\$2,500
EQUIPMENT							
Expendable Equipment		1,000					1,000
Non-expendable Equipment							
TOTAL EQUIPMENT		\$1,000					\$1,000
CONSULTANTS							
OTHER COSTS:							
Bldg. Maintenance							
Communications		500					500
Utilities							
Office Supplies		2,000					2,000
Printing		50					50
Postage		200					200
Employee Screening/Testing		200					200
Repairs & Maintenance							
Outreach/advertising							
Outside Services		400					400
Insurance							
Publications/Members.		250					250
Other		200					200
TOTAL OTHER COSTS		\$3,800					\$3,800
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$114,577	\$17,187					\$131,764

9.4. Title III C-2 – Home Delivered Meals

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH			State	One-Time-Only County and Realignment Funds		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	NSIP		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	76,296			144,442	39,080		267,176			155,506	682,500
Raw Food											
TOTAL MEALS	76,296			144,442	39,080		267,176			155,506	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)								506		194	700
TOTAL OTHER COSTS								29,481		64,494	83,975
* INDIRECT COSTS											
TOTAL PROGRAM COSTS	350,328		74,725	144,442	39,080		345,680	65,481	10,275	210,000	1,238,021

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	4,000	368					4,368
Benefits		232					232
TOTAL PERSONNEL	\$4,000	\$600					\$4,600
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	\$4,000	\$600					\$4,600

Amendment Number 1 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.

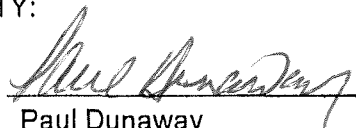
This Amendment shall be effective on and as of the date of the last signature.

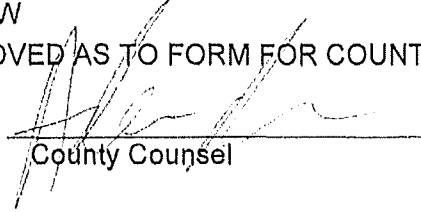
CONTRACTOR:
Council on Aging Services for Seniors
By: 
Name: Marianne McBride
Title: President & CEO

COUNTY OF SONOMA
By: _____
Name: Karen Fies
Title: Director
Human Services Department

Date: _____

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 1
to the Agreement to Provide
SERVICES FOR SENIORS
Agreement Number: AA-PPSC-S4S-1819
Funding Amount: **\$282,907.00**
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 Eleven Thousand Two Hundred Eighty-Nine Dollars (\$11,289.00) to augment Case Management services, Fifty-Three Thousand Two Hundred Eighty Dollars (\$53,280.00) of one-time-only County funds for home delivered meals to seniors, and Four Thousand Dollars (\$4,000.00) to add 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 Two Hundred Eighty-Two Thousand Nine Hundred Seven Dollars (\$282,907.00);
2. Add the wording "Exhibit A-6: Scope of Work - Information and Assistance Services" to Exhibit A, Scopes of Work;
3. Revise the Units of Service in Exhibit A-1: Scope of Work for Adult Day Care, Section 5.2;
4. Revise the Units of Service in Exhibit A-4: Scope of Work for Home Delivered Meals, Section 5.2;
5. Add Exhibit A-6: Scope of Work for Information and Assistance Services;
6. Replace the Funding Allocation Summary in Exhibit B, Section 8;
7. Replace the Budget for Title III B – Case Management in Exhibit B, Section 9.2;
8. Replace the Budget for Title III C-2 – Home Delivered Meals in Exhibit B, Section 9.4; and
9. Add the Budget for Title III B – Information and Assistance Services in Exhibit B as 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 Two Hundred Eighty-Two Thousand Nine Hundred Seven Dollars (\$282,907.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit A: Scopes of Work

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

1. **Exhibit A-1:** Scope of Work – Adult Day Care
2. **Exhibit A-2:** Scope of Work – Case Management
3. **Exhibit A-3:** Scope of Work – Congregate Meals
4. **Exhibit A-4:** Scope of Work – Home Delivered Meals
5. **Exhibit A-5:** Scope of Work – Transportation and Mobility Management Services
6. **Exhibit A-6:** Scope of Work – Information and Assistance Services

Exhibit A-1: Scope of Work

Adult Day Care

5. Units of Service Requirements for Contracted Services:

5.2. Unduplicated Seniors: 17

Exhibit A-4: Scope of Work

Home Delivered Meals

5. Units of Service Requirements for Contracted Services:

5.2. Unduplicated Seniors: 215

Exhibit A-6: Scope of Work

Information and Assistance Services

TIME FRAME: 07/01/18 - 06/30/19 FUNDING: Title III B - Older Americans Act
GEOGRAPHIC SERVICE AREA(S): County-wide

PROGRAM AREA: Information and Assistance Services

1. Program Overview: Information and Assistance (I&A) Services are intended to support seniors to encourage them to feel comfortable in identifying their needs and accessing services.
2. California Department of Aging Service Category Definition:
 - 2.1. Information: Providing current facts and data. Includes, but is not limited to, providing overview and contact information of referred resource, eligibility for referred service (if known), and data on assistive technology.
 - 2.2. Assistance:
 - a. Assessing the need of the inquirer.
 - b. Identifying appropriate and alternate resources to meet the inquirer's needs.
 - c. Specifying entities known to be suppliers of products and/or services required to meet the identified need.
 - d. Referring and actively participating in linking the inquirer to needed services, includes Follow-Up Assistance.
3. Program Requirements: Under this Agreement, Contractor will:
 - 3.1. Provide priority to the following target populations, in order of priority:
 - a. Isolated older individuals, regardless of whether the individuals are also in greatest economic or social need
 - b. Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and their caretakers), regardless of whether the individuals are also in the greatest economic or social need.
 - c. Older individuals in the greatest economic need.
 - d. Older individuals in the greatest social need.
 - 3.2. Enhance Accessibility and Efficiency in Service Delivery to Older Adults:
 - a. Serve as a resource to and coordinate with other local senior service providers and I&A services (such as accessing the Area Agency on Aging Senior Resource Guide and 2-1-1)
 - 3.3. Provide information about human services and assistance in obtaining available services to all eligible inquirers and older individuals and persons acting on behalf of an older individual in need of such services.
 - 3.4. Intervene on behalf of an older individual to assist in establishing eligibility for a needed service, provided the older individual has given permission to do so.

- 3.5. Work with community Legal and Ombudsman programs established under federal law to assist older individuals in obtaining advocacy services.
- 3.6. Provide In-Person and Telephone I&A Services as follows:
 - 3.6.1. In-Person Requests:
 - a. Provide the requested I&A service(s) during the visit or no later than one working day after the individual's visit.
 - b. Provide privacy when interviewing individuals to ensure confidentiality.
 - c. Document the number of visits provided.
 - 3.6.2. Telephone Requests:
 - a. Ensure the I&A telephone line is available to callers between 8 a.m. and 5 p.m., Monday through Friday.
 - b. Attempt to make contact with any caller who leaves a message no later than one working day from the date the message was left.
 - c. Make contact by telephone if a return telephone number is included in the message.
 - d. Document the number of calls received.
- 3.7. Follow-up on Assistance Provided (i.e., after referring and actively participating in linking the inquirer to needed services – see Section 2.2.d) as follows:
 - 3.7.1. Make contact with the older individual, or person acting on behalf of the older individual, within 30 days of the referral to determine if the older individual's service needs were met.
 - a. If the older individual received the needed service, determine the individual's satisfaction with the service(s). If the individual was dissatisfied with the service, make another referral, if appropriate.
 - b. If the older individual was not able to receive the needed service, reassess the older individual's needs and assure the individual of continued assistance until an entity is able to meet his/her assessed needs.
 - c. Document the outcome of the referral(s).
 - d. Document reason(s) if unsuccessful in contacting the older individual, or person acting on behalf of the older individual.
 - 3.7.2. Contact the entity(ies) to which the older individual was referred if contact with the older individual, or person acting on behalf of the older individual, was unsuccessful.
 - a. If the older individual received the needed service from the entity(ies), document the outcome of the referral.
 - b. If the older individual was not able to receive the needed service from the entity(ies), confirm the types of services the entity(ies)

provides to determine if referral was appropriate for the needs of the individual.

1. Provide another referral to the older individual, as needed, if the entity(ies) services were not appropriate or not available.
 - c. Contact County to reflect any changes in referral resources or availability of services of entity(ies) in order for County to update the Area Agency on Aging (AAA) Senior Resource Guide.
4. Location of Services: Office(s) of Service Provider.
 5. Units of Service Requirements for Contracted Services:
 - 5.1. Information & Assistance: 2,900 Client Contacts
 - 5.2. Units of service will be reviewed monthly by AAA staff. If at the end of the first quarter, the units of service are not within 10% of the planned number, a correction action plan will be requested of the subcontractor. If at the end of the second quarter, the units of service are still not within 10% of the planned year to date number, the County retains the right to reallocate the funds for the contracted service.
 6. Staffing
 - 6.1. Ensure I&A staff is experienced in information and assistance services.
 - 6.2. May use volunteers to augment, but not to replace paid staff.
 7. Training for Emergency Responses
 - 7.1. Ensure I&A staff is familiar with phone numbers of fire, police, and ambulance services for the geographic area served.
 - 7.2. Provide techniques to obtain vital information from older individuals who require emergency assistance.
 - 7.3. Make written emergency procedure instructions available to all staff that has contact with older individuals.
 8. Voluntary Donations/Program Income:
 - 8.1. Provide each senior with the opportunity to voluntarily contribute to the cost of the service by developing a suggested contribution schedule.
 - 8.2. Suggested contribution schedule or other documents provided to participants regarding donations or contributions shall be identified as "voluntary" and contain language that "no individual can be denied participation because of failure or inability to contribute". Documents cannot include the words "bill, invoice or statement" or otherwise indicate or infer a contribution is required.
 - 8.3. Protect the privacy of each senior with respect to contribution made to include establishing procedures to safeguard and account for all contributions.
 - 8.4. Program income means revenue generated by the Contractor from contract-supported activities, including voluntary contributions received from a participant for services received. Program Income must be reported and

expended under the same terms and conditions as the program funds from which it is generated. See Exhibit B.

9. Reporting Units of Service:

- 9.1. Data reported must be timely, complete, accurate, and verifiable.
- 9.2. Units of service are based on total program budget which depends on other funding sources in addition to the Area Agency on Aging (AAA).
- 9.3. Activities will be reported to the AAA on a monthly basis, utilizing the software or forms supplied by the AAA. Reports are due by the fifteenth of each month for activities of the previous month, i.e. activities occurring in July will be reported by August 15.
- 9.4. The contractor shall submit program performance reports in accordance with AAA requirements.

10. Contract Funding:

- 10.1. Agree not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2).
- 10.2. Comply with budget reduction in the event the service levels specified in Section 5 and Section 6 are not attained (22 CCR § 7364 (a) 3).

11. Service Compliance:

- 11.1. Ensure contract is in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate the contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred (22 CCR § 7364 (c)).
- 11.2. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by AAA or state licensing body.

12. Service Changes: Proposed changes affecting the provision of services such as changes in paid program staff, program structure/activities, hours/day(s) of service, site additions, site renovations, and temporary or permanent site closures must be communicated in writing to the AAA within 10 (ten) days of proposed date of the change.

13. Grievance Policy: Ensure grievance policy is publicly posted and is in compliance per 22 CCR, §7400 Grievance Process.

14. Mandated Reporting: Report suspected abuse, neglect, or exploitation of program participants to Sonoma County Adult Protective Services and/or law enforcement. Training provided by Sonoma County Adult Protective Services.

15. Service Provider Meeting Requirement: The AAA hosts service provider meetings to share new information with service providers (contractors). Contractors shall designate a representative to attend each Service Provider meeting.

16. Security Awareness Training: Contractor's employees, subcontractors/vendors, and volunteers who handle confidential, sensitive and/or personal identifying information

must complete the Security Awareness Training module by July 30, or 30 days of the start date of the contract, or within thirty (30) days of the start date of any new employee, Subcontractor/Vendor, or volunteer's employment. Contractor will send signed certificates to AAA staff. Training may be on an individual or group basis. A sign in sheet for a group presentation is acceptable for group trainings. Choose the Information Security Awareness Training link under Resources from the following link: <https://www.aging.ca.gov/ProgramsProviders/>

17. Transition Plan: In the event the agreement is terminated prior to end of the contract term, Contractor shall submit a transition plan to ensure there will be no break in continued service. Transition plan must be received by County within 15 days of delivery of a written Notice of Termination initiated by Contractor, County, or State. At such time, County will provide required elements to be included in the transition plan to Contractor.

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	NSIP*	One-Time- Only (OTO)	State	State Special				
Adult Day	93.044	\$28,508	\$0	\$0	\$0	\$0	\$28,508	\$0	\$0	\$28,508
Case Management	93.044	\$31,289	\$0	\$0	\$0	\$0	\$31,289	\$0	\$0	\$31,289
Congregate Meals	93.045	\$33,866	\$8,186	\$0	\$10,948	\$0	\$53,000	\$0	\$22,580	\$75,580
Congregate Nutritional Education	93.045									
Home Delivered Meals	93.045	\$51,224	\$19,697	\$0	\$5,329	\$0	\$76,250	\$53,280	\$0	\$129,530
Home Delivered Nutritional Education	93.045									
Home Delivered Nutritional Counseling	93.045									
Transportation	93.044	\$13,000	\$0	\$0	\$0	\$0	\$13,000	\$0	\$0	\$13,000
Mobility Management	93.044	\$1,000	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$1,000
Information & Assistance	93.044	\$4,000	\$0	\$0	\$0	\$0	\$4,000	\$0	\$0	\$4,000
		\$162,887	\$27,883	\$0	\$16,277	\$0	\$207,047	\$53,280	\$22,580	\$282,907

*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		3,000				32,970
Benefits	1,319	7,450					8,769
TOTAL PERSONNEL	\$31,289	\$7,450	\$3,000				\$41,739
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		50	500				550
Outside Services							
Insurance		350					350
Publications/Members.		50					50
Other: Audit/Outside Professional		300					300
TOTAL OTHER COSTS		\$2,200	\$500				\$2,700
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$31,289	\$10,750	\$3,500				\$45,539

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		81,200			23,050	51,000		10,000	179,110
Benefits						30,230			2,000	32,230
TOTAL PERSONNEL	\$13,860		\$81,200			\$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		75,000		19,697					25,000	119,697
TOTAL MEALS		\$75,000		\$19,697					\$25,000	\$119,697
CONSULTANTS		1,850								1850.00
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	\$56,553	\$83,057	\$82,200	\$19,697		\$53,280	\$51,000		\$37,850	\$383,637

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	3,960		3,000				6,960
Benefits							
TOTAL PERSONNEL	\$3,960		\$3,000				\$6,960
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		50	500				550
Outside Services							
Insurance		350					350
Publications/Members.		50					50
Other: Audit/Outside Professional		300					300
TOTAL OTHER COSTS		\$2,200	\$500				\$2,700
* INDIRECT COSTS							
TOTAL PROGRAM COSTS	\$4,000	\$2,265	\$3,500				\$9,765

Amendment Number 1 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*

By: _____

Name: Elece Hempel
Title: Executive Director

Name: Karen Fies
Title: Director
Human Services Department

Date: 9/7/2018

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

Senior Advocacy Services
AMENDMENT Number 1
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: **\$641,206.00**
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 add Forty Thousand Six Hundred Thirteen Dollars (\$40,613.00) of MIPPA funding and to add Two Hundred Nine Dollars (\$209.00) in Ombudsman Elder Abuse adjustments. The parties mutually desire to amend said Agreement specifically to:

1. Replace Article 2, Payment, to increase the not-to-exceed total to Six Hundred Forty-One Thousand Two Hundred Six Dollars (\$641,206.00);
2. Replace the Funding Allocation Summary in Section 8 of Exhibit B, Fiscal Provisions/Budgets;
3. Replace the Budget in Section 9.3 of Exhibit B for “Title VII B – Elder Abuse”; and
4. Add a Budget in Section 9.7 of Exhibit B for “MIPPA (10/1/18-6/30/19)”.

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 Six Hundred Forty-One Thousand Two Hundred Six Dollars (\$641,206.00), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Exhibit 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	One-Time- Only (OTO)	State	State Special		
Ombudsman	CFDA#s						
IIIB Ombi Supportive Services	93.044	\$21,697	\$0	\$0	\$0	\$21,697	\$21,697
IIIB Ombi	93.044	\$28,350	\$0	\$19,912	\$0	\$48,262	\$48,262
Subtotal Ombudsman IIIB	93.044	\$50,047	\$0	\$19,912	\$0	\$69,959	\$69,959
VIIA Ombi	93.042	\$35,866	\$0	\$0	\$0	\$35,866	\$35,866
VIIB - Elder Abuse	93.041	\$6,888	\$0	\$0	\$0	\$6,888	\$6,888
Public Health L&C Program		\$0	\$0	\$7,965	\$0	\$7,965	\$7,965
SHF Citation Penalties Acct		\$0	\$0	\$15,556	\$14,219	\$29,775	\$29,775
SNF Quality & Accountability		\$0	\$0	\$37,832	\$0	\$37,832	\$37,832
Subtotal OMB-Special Deposit-SNF QA	NA	\$0	\$0	\$61,353	\$14,219	\$75,572	\$75,572
Ombudsman Total	93.044 93.042 93.041	\$92,801	\$0	\$81,265	\$14,219	\$188,285	\$188,285
HICAP Total	93.779	\$397,916	\$0	\$0	\$0	\$397,916	\$397,916
MIPPA (7/1/18-9/29/18) Total	93.071	\$14,392	\$0	\$0	\$0	\$14,392	\$14,392
MIPPA (10/1/18-6/30/19) Total	93.071	\$40,613	\$0	\$0	\$0	\$40,613	\$40,613
Total		\$545,722	\$0	\$81,265	\$14,219	\$641,206	\$641,206

9. Budgets.

9.3. Title VII B – Elder Abuse

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		COUNTY UNMET NEEDS		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	MATCH	NON-MATCH	CASH	IN-KIND		
PERSONNEL									
Salaries	5,718					62			5,780
Benefits	1,170								1,170
TOTAL PERSONNEL	\$6,888					\$62			\$6,950
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									
TOTAL OTHER COSTS									
INDIRECT COSTS									
TOTAL PROGRAM COSTS	\$6,888					\$62			\$6,950

9.7. MIPPA (10/1/18-6/30/19)

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA FUNDS	MATCH		COUNTY UNMET NEEDS		NON-MATCH		PROGRAM INCOME	TOTAL
		CASH	IN-KIND	MATCH	NON-MATCH	CASH	IN-KIND		
PERSONNEL									
Salaries	35,316								35,316
Benefits	5,297								5,297
TOTAL PERSONNEL	\$40,613								\$40,613
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									
TOTAL OTHER COSTS									
* INDIRECT COSTS									
TOTAL PROGRAM COSTS	\$40,613								\$40,613

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:

Date:

APPROVED AS TO SUBSTANCE FOR
COUNTY:

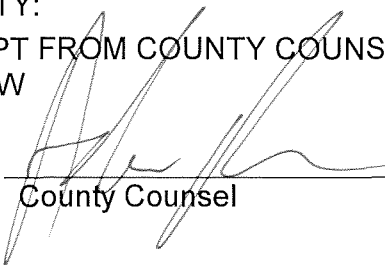
By:

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

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department, Area Agency on Aging

Staff Name and Phone Number:

Norine Doherty - 565 -7321

Supervisorial District(s):

Title: Caltrans- Federal Transportation Authority 5310 Older Adults Transportation Funding Award

Recommended Actions:

Authorize the Director of Human Services to execute 4 funding Agreements between the California Department of Transportation and the Human Services Department, Area Agency on Aging for activities serving Older Adults and Individuals with Disabilities, including Transportation Services and Mobility Management Activities, for a total amount of \$659,780 and to execute future amendments to adjust for revenue changes.

Executive Summary:

The Human Services Department requests the Board of Supervisors to delegate authority to the Director of Human Services to execute contracts with the California State Department of Transportation, Caltrans, for the Sonoma County Area Agency on Aging to conduct activities of the Federal Transit Authority (FTA) Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities (\$659,780). The Human Services Department will leverage this funding to address transportation barriers for older adults and people with disabilities who need access to services and are geographically isolated.

Discussion:

According to the 2016 American Community Survey, there are 125,109 individuals age 60 and older in Sonoma County, comprising 25% of the county's total population of 503,070 (one-year estimate). The number of seniors in Sonoma County represents a growth of 25% since 2008 and, by 2030, the senior population will make up 28% of the population at 161,001 (Census data as cited in Trendex Census Edition, December 2015). In addition, significant portions of Sonoma County are geographically remote and are physically isolated from necessary services typically located in the city of Santa Rosa. Of the total senior population, 49,651 (42%) live in unincorporated towns and rural areas, 17,953 of whom (15% of seniors) are considered "geographically isolated" based on the definition in the Older Americans Act, because their ability to perform normal daily tasks is restricted, and/or their capacity to live

independently is threatened (http://www.aging.ca.gov/data_and_statistics/). Geographically isolated seniors face significant challenges in maintaining health and quality of life. As they give up driving, many experience increased social isolation and difficulty maintaining their ability to remain in the home of their choice. Because services and supports tend to be clustered along the most populous area of the Highway 101 corridor, those living in outlying regions often must travel long distances for essential health and social services.

Additionally, older adults and people with disabilities are disproportionately low-income and transit-dependent. In 2016, the Sonoma County Human Services Department (HSD), Area Agency on Aging (AAA) conducted a needs assessment that reported that 21% (24,583) of Sonoma County adults age 60 and older live in poverty. For seniors 75 and older, the figure is 26% (8,617) compared to 11.3% of the total population. (<http://www.socoaaa.org/pdf/SonomaCountyAAAareaPlan2016-2020v1.pdf>). The AAA needs assessment also identified “accessible, reliable transportation” as one of the greatest unmet needs for seniors, adults with disabilities, and non-English speaking persons. These at-risk populations are often low income, living in rural areas not well served by public transportation, are especially isolated, and are in critical need of alternative forms of transportation services to take them where they need to go.

Older adults and people with disabilities are also more vulnerable to extreme weather patterns and natural disasters, and are increasingly dispersed around the region, beyond the reach of transit and paratransit service. At the same time, transit agencies, planners, and first responders currently lack data regarding their travel and evacuation needs, preferred modes of transportation, and vulnerabilities. With the devastating Sonoma County firestorms, many older adults lost their homes and their vehicles. Those who survived losing their homes now face increased challenges accessing services due to displacement and lack of available and affordable transportation resources.

Currently, there are three separate transit agencies serving parts of Sonoma County. Although the transit agencies work together to streamline services, there are still areas of the county that are not served at all, especially geographically isolated communities. In fact, the 2017 Age-Friendly Sonoma County Needs Assessment reported that one of the top themes that emerged in the study was limited public transit being a barrier to utilizing health care, physical activity classes, affordable housing units, outdoor spaces, and social events.

Planned projects will identify solutions to lack of affordable transportation resources as well as provide services that exceed Americans with Disabilities Act (ADA) requirements for public transportation. The planned projects will exceed ADA requirements by providing transportation options to areas that fall outside of the ADA required ¼ mile service from fixed routes bus service areas, including rural and geographically isolated areas. Examples of planned projects are listed below and include volunteer driver and travel voucher programs. In addition, the planned projects will improve access to fixed-route bus services, decrease paratransit utilization, and provide alternatives to public transportation for those that are too frail to walk, choose not to drive, or need assistance when public transportation is not able to take them where they need to go.

Federal Transit Authority (FTA) Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities

This funding is made possible through Federal Transit Authority (FTA) Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, managed by Caltrans. The program provides a mix of capital and operating funding for FYs 2018-2020, with \$679,289 apportioned locally for the Santa Rosa Large Urbanized Area (Large UZA) and \$20,000,000 for statewide Small Urban and Rural Areas (Small UZA). From these funding sources, HSD applied for \$410,000 from the Large UZA apportionment to provide county-wide services and was awarded \$444,507. In addition, HSD applied for \$276,591 from the Small UZA apportionment for services specific to the West County region and was awarded \$215,273. The AAA will receive a total grant of \$659,780 for the term of July 1, 2018 to June 30, 2020.

Project 1 – Santa Rosa Large Urbanized Area (Large UZA) – Award for \$444,507 – Term 07/01/2018 through 6/30/2020

Expansion of county-wide Volunteer Driver Programs (VDP), Travel Voucher Programs (TVP) and coordination of existing transportation services.

The expansion of volunteer driver programs (VDP) will increase one-way rides and expand geographic regions served as well as increase the availability of travel vouchers prioritizing vulnerable and geographically isolated individuals. The current service areas for the AAA funded VDPs include West Sonoma County to Sonoma Valley and Petaluma to Windsor, with expansion planned to the County's coastal regions, northern Sonoma County, and increased services for Santa Rosa. By expanding volunteer driver service areas and offering options for on-demand, same day trips and trips spanning farther distances with travel vouchers, barriers related to distance and timely access to services will be reduced. In addition, the increased coordination among VDPs will facilitate the sharing of riders across service areas, contributing to the reduction in the barriers of navigating multiple transportation systems for individuals. The funding will also be used to expand transportation options and functionality of the Sonoma Access website (sonomaaccess.org), a one-stop transportation resource maintained by AAA which assists all members of the community in accessing and arranging for their transportation needs.

Project 2 – Small Urban and Rural Urbanized Area (Small UZA) – Award for \$215,273 – Term 07/01/2018 through 6/30/2020

Operating assistance for implementation of new Russian River Area Feeder Shuttle Service.

Partnering with West County Community Services (WCCS), WCCS plans to utilize an existing Americans with Disabilities Act (ADA) accessible 11 passenger van with a wheelchair lift to expand access and increase coordination of transportation services for seniors and individuals with disabilities living in the rural community of the Russian River Area (RRA) in Sonoma County. The RRA Feeder Shuttle Service will provide a new transportation option that will offer sliding scale low-cost, enhanced, same-day services for eligible riders to access medical, social, and supportive services in the greater Santa Rosa area of Sonoma County.

Prior Board Actions:

April 4, 2017: Board approved the Resolution of Authority allowing the Director of Human Services to sign grant proposal applications and attachments on behalf of the Area Agency on Aging to receive Federal Transportation Authority (FTA) funding for senior transportation programs.

July 12, 2016: Board approved the Caltrans Funding Agreement- Federal Section 5310 Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities for transportation and mobility management grant activities for the term of 7/1/16 to 6/30/18.

February 9, 2016: Board approved contract amendments with Petaluma People Services Center, Sebastopol Area Senior Center and Catholic Charities to include MTC New Freedom Cycle 5 funding for transportation and mobility management grant activities for term of 2/9/16-6/30/16.

December 2, 2014: Board approved Resolution of Authority allowing the Director of Human Services to sign Caltrans grant proposal application and proposal attachments on behalf of the AAA to receive Section 5310 Formula Grants funding for the Enhanced Mobility of Seniors and Individuals with Disabilities for transportation and mobility management grant activities for term of 7/1/16 to 6/30/18.

September 23, 2014: Board approved Metropolitan Transportation Commission funding agreement for transportation and mobility management grant activities for term of 7/1/14 to 12/31/16.

September 29, 2009: Board approved the Caltrans/ MTC Funding Agreement – New Freedom Cycle 4 grant funding.

November 21, 2008: Board approved the Caltrans/MTC Funding Agreement – Lifeline Transportation Program funding.

March 11, 2008: Board approved the Caltrans/Metropolitan Transportation Commission (MTC) Funding Agreement – New Freedom Cycle 3 grant funding.

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

Transportation for seniors and individuals with disabilities improves quality of life by giving access to medical appointments, social events, and remaining independent at home.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses		329,890	
Additional Appropriation Requested	329,890		
Total Expenditures	329,890	329,890	
Funding Sources			
General Fund/WA GF			
State/Federal	329,890	329,890	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	329,890	329,890	
Narrative Explanation of Fiscal Impacts:			
Human Services will request FY1819 appropriations at 2 nd Quarter Consolidated Budget Adjustments. The FY1920 appropriations will be requested in the FY1920 Requested Budget. There is no impact to the General Fund.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Standard Agreements: 64AM18-00676, 64AO18-00690, 64AM18-00764, and 64AO18-00794			
Related Items "On File" with the Clerk of the Board:			
2017 FTA 5310 Grant Application 2017 FTA 5310 Grant Authorizing Resolution			

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION

P.O. BOX 942873, MS-39

SACRAMENTO, CA 94273-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov



*Making Conservation
a California Way of Life.*

To Whom It May Concern:

A new Standard Agreement (DOT-213a) between your organization and the Caltrans Division of Rail and Mass Transportation (DRMT) is now available for viewing in BlackCat Grants. Please review the Agreement carefully, including all of the Exhibits. If any of the terms, conditions, dates and/or schedules set forth in the Agreement are not acceptable, notify the individual named in Exhibit A (see page 2 of the Agreement) to discuss whether the Agreement should be cancelled or changes are possible.

To proceed with the Agreement, please print and sign **four** paper copies of the Agreement's signature page. The person signing the Agreement must be so authorized in a resolution from your agency's governing body. Each signature page must be signed in blue ink with an original, wet-ink signature. Return the **four** signed pages to Caltrans DRMT at one of the following addresses.

For delivery via U.S. Mail:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
PO Box 942874
Sacramento, CA 94274-0001

For delivery via Overnight Courier:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
1120 N Street
Sacramento, CA 95814



Upon execution by the Program Manager at Caltrans DRMT, you will be notified that you may proceed with the approved project in accordance with all of the terms and conditions of the Agreement. A copy of the fully-executed contract will be available to view, download and/or print in BlackCat Grants.

If the project subject to this Agreement requires a procurement process, that process cannot proceed until the procurement solicitation documents and process have been reviewed and approved in writing by Caltrans DRMT. Requests for Reimbursement shall not be presented to Caltrans DRMT before this Agreement has also been signed by Caltrans DRMT and, if applicable, Caltrans DRMT has approved the procurement.

AGREEMENT NUMBER 64AM18-00676	AMENDMENT NUMBER
-----------------------------------------	------------------

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTION DIVISION OF RAIL & MASS TRANSPORTATION
 CONTRACTOR'S NAME: **County of Sonoma, Human Services Department, Adult and Aging Division**
- The term of this Agreement is:
 FROM: **Jul 01, 2018** TO: **Jul 31, 2019**
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.
 Exhibit A - Project Summary and Scope of Work
 Exhibit B - Project Management and Payment Provisions
 Exhibit C - General Terms and Conditions
 Exhibit D - Special Terms and Conditions


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma, Human Services Department, Adult and Aging Division		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Fies, Director		
ADDRESS 3725 Westwind Blvd., , CA 95402		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	\$132,233
Prior Encumbrance	0.00
Total Encumbrance	132,233

Unit	Project ID	Phase	Object	Amount	State FY
3742	0017000186	S	049	132,233	16/17

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue ink) 	DATE SIGNED
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ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A
PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: CA

Hours when PROJECT shall operate: Start: 8:00am End: 5:00pm

Days/Dates when PROJECT shall operate: Monday through Wednesday

Location where Service shall be offered: This project service will serve the West coast of Sonoma county to the borders of the City of Santa Rosa, CA.

Detailed Description of Work:

This project seeks to expand access, increase coordination of transportation services and increase mobility management options for seniors and individuals with disabilities in the Russian River Area (RRA) of Sonoma County. This will be accomplished by the development of a RRA specific mobility management coordinator that will join the on-going efforts of the County of Sonoma Human Services Department (HSD), Area Agency on Aging's (AAA) Sonoma Access Coordinated Transportation Services (SACTS) Initiative. SACTS includes the Sonoma Access One Stop transportation services website, engaging the community partner consortium, conducting outreach, education, expanding access to services, and coordinating activities to enhance and create innovative transportation options. The project period is July 2017 through June 2020. SACTS Expansion to include a RRA specific mobility management coordinator will accomplish the following:

- Strengthening and expanding the extensive consortium of individuals, service providers, and transit/paratransit operators to address the community's transportation gaps and barriers, and identifying additional RRA resources to coordinate and expand existing transportation options.
- Providing for greater coordination among transportation service providers in the RRA to reduce barriers to transportation services and to expand mobility options.
- Collaborating with West County Health Center (WCHC) and West County Community Services to assist with promotion of outreach efforts, patient and driver coordination, Non-Emergency Medical Transportation (NEMT) trip planning and integration of SACTS transportation and mobility management services into WCHC's coordinated care service delivery system.
- Sponsoring and participating in events to solicit input from the community, maintain relationships with consortium partners, and assist to ensure consortium membership includes seniors, individuals with disabilities, service providers and transit operators that specifically serve the RRA.
- Conducting outreach and education through consortium-sponsored events, travel trainings, and focus groups, prioritizing Spanish speaking, low-income and geographically isolated individuals.
- Expanding the use of the Sonoma Access One-Stop transportation website to provide travel methods that meet individual needs, are appropriate for the trip, and are cost-effective.
- Surveying the Sonoma Access website users and service providers to determine user satisfaction and identify gaps in services that need to be addressed.
- Facilitating activities associated with the development and coordination of transportation services, linking existing transportation options, travel training, and identifying sustainable funding sources.

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost		
117L00	Mobility Management	\$132,233	0.00	\$0	\$132,233	80%	20%

Contract Schedules:

Project Schedule:	Construction/RE Acquisition:	Procurement Schedule:
Performance Start	Enviro CEQA/NEPA	Bid Package to Caltrans
Performance End	Design (PS&E)	Issue RFP/IFB
Last Date to Amend	Right of Way	Award Contract/PO
Agreement Expires	Construction	Final Delivery/Install
Final Invoice Due		

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Valarie Smith	valarie.smith@dot.ca.gov	(916) 654-8065

EXHIBIT B
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from eligible program subrecipients for eligible program purposes. The FTA receives its authority from Chapter 53 of Title 49 of the United States Codes (USC). The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
 - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, applies to any PROJECT funded by the 5310 Program.
 - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for recipients or as subrecipients. FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated October 24, 2014, (5311 Circular) and any later revision thereto applies to any PROJECT funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this Agreement, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
 - C. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to fund to eligible agencies the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto applies to any PROJECT funded by the 5339 Program.
2. This Agreement is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
3. This Agreement is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA, which includes:
 - A. USDOT Master Agreement (23), dated October 1, 2016, (USDOT Master Agreement) and any later revision thereto.
 - B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, (Third-Party Contracting Circular) and any later revision thereto.

- C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012, (Title VI Circular) and any later revision thereto.
 - D. FTA Circular 5010.1D, "Grant Management Requirements" dated November 1, 2008, and revised August 27, 2012, (Grant Management Circular) and any later revision thereto.
 - E. FTA Project and Construction Management Guidelines, as updated July 2011, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
 - F. Fiscal Year 2017 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements, as published December 20, 2016.
4. This Agreement is governed by the Caltrans State Management Plan (SMP), dated February 6, 2015, which is available at the Department of Transportation, Division of Rail and Mass Transportation's website (<http://www.dot.ca.gov/rail/docs/smp.update.2015.pdf>). If this PROJECT is funded from the 5339 Program, it is instead governed by State Management Plan FTA Section 5339 Program, dated July 2016, which is available at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5339/5339.smp.final.2016-07-29.pdf>.
 5. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
 6. The CONTRACTOR's application for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
 7. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the CONTRACTOR's application for federal assistance, which is on file with the STATE.
 8. The CONTRACTOR agrees to complete the defined PROJECT described in the grant application, which adopts all of the terms and conditions of this Agreement.
 9. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 10. Transportation services under this Agreement shall be provided for a minimum of 20 hours per week.
 11. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this Agreement is executed. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon closeout of this Agreement, any unreimbursed funds will revert as described in Exhibit B and no further invoices shall be paid to CONTRACTOR.
 12. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
 13. Invoices may be submitted no more frequently than once per month for the PROJECT.

14. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
15. Invoices shall meet all the requirements of this Agreement, be itemized in a manner consistent with the budget for PROJECT found in the PROJECT application, and be submitted through the STATE's BlackCat Grants system. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Exhibit B), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
16. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
17. Only work performed or goods or services received that fall on or between the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates of work, services or receipt of goods.
18. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
 - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA.
 - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA.
19. Direct and Indirect Costs.
 - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities must be adequately supported with proper documentation.
 - B. For Public Agencies only in all programs besides the 5310 Program, indirect costs may approved for reimbursement at the discretion of the STATE and Program Manager. Indirect costs must be supported

by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Audits and Investigations Office prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.

- C. Under no circumstances are any indirect costs an allowable expense for a 5310 Program PROJECT.
20. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this Agreement shall be made on a reimbursement basis and in arrears only for actual eligible costs.
 21. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
 22. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share.
 23. Final invoice shall be submitted to the STATE no later than ninety (90) days after the expiration of this Agreement. In no case, shall a final invoice be submitted after the date specified in Exhibit A.
 24. Project Closeout.
 - A. For discretionary programs, such as 5310 Program, 5311(f) Subprogram and 5339 Program, any remaining balance/cost savings will be returned to STATE. For formula programs, such as 5311 Program (except for projects funded from 5311(f) Subprogram), CONTRACTOR agrees that once PROJECT is complete, any outstanding balance will be returned to the STATE for statewide redistribution or reallocation per FSTIP requirements, unless CONTRACTOR requests otherwise in writing at time of final invoice.
 - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
 25. The parties agree that only the following section(s) of Exhibit B that have a mark ("X") opposite to the transportation services category (hereafter called the PROJECT) shall apply to this Agreement.



A. Operating Assistance (5310)

1. Operating assistance costs eligible for reimbursement under this Agreement are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A of this Agreement and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A.
4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the Performance Period as specified in Exhibit A.
5. If the PROJECT includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.



B. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. The STATE shall order Vehicles for all Non-Profit Agencies from a STATE-approved Contract.
6. Public Agencies may purchase Vehicles using any one of the following three methods.
 - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in Paragraph 8 shall apply.
 - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
 - c. CONTRACTOR may purchase vehicles through its own procurement procedures. Public Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Whenever a Public Agency chooses to procure its own vehicles, whether from a State-approved Contract or through its own procurement procedures, the following provisions are applicable.
 - a. CONTRACTOR shall obtain STATE's approval of the procurement prior to ordering a vehicle.
 - b. CONTRACTOR shall purchase vehicles in full from the vendor.
 - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Such requests shall be submitted to the STATE through its BlackCat Grants system.
 - e. Any such Vehicle procurement shall:
 - i. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.
 - ii. Designate that the CONTRACTOR is to be the sole registered owner of any vehicles(s) acquired.
 - iii. Designate Caltrans Division of Rail and Mass Transportation as the lien holder on the Department of Motor Vehicles Certificate of Title.
 - iv. Include a reference to the STATE's contract number assigned to this Agreement.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a Vehicle.
 - a. CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into the designated Bank of America account, unless Transportation Credits (Toll Credits) have been authorized by the STATE. No further billing or payment is required of the CONTRACTOR.
 - b. The Bank of America deposit shall be made within 90 days after signing this Agreement. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE upon execution of this Agreement.

- c. PROJECT equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's local match has been verified by the STATE.
 - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.
10. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award.
 - a. Solicitation document detailing the specifications of the PROJECT for purchase.
 - b. At least three (3) competitive like-kind bids using the same specifications indicated in the solicitation document.
 - c. A listing of all bids, proposals, or price quotations, which includes an analysis of all bids received detailing comparison information.
 - d. Disadvantaged Business Enterprise (DBE) Awards/Commitments form.
 - e. An explanation for the basis for selecting the proposed vendor(s) and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination per the Third-Party Contracting Circular.
11. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution, or, for purchasing on-board equipment, within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Exhibit C. Upon receiving documentation outlined in Exhibit B and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the CONTRACTOR the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of the PROJECT vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

C. Mobility Management (5310)

1. The CONTRACTOR's Scope of Work is summarized in Exhibit A of this Agreement.
2. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the grant application, which is on file with the STATE and which is subject to all of the terms and conditions of this Agreement.
3. All Mobility Management projects require a Detailed Implementation Plan as a part of the project application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
4. Invoices for all Mobility Management projects shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.



D. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
 - a. Project Description and Justification for Funding Request (Replacement or Expansion);
 - b. Proposed Service and Operating Plan (including map of service area);
 - c. Existing Transportation Services (current fleet);
 - d. Proposed Transportation Services; and
 - e. Signed Certifications and Assurances
2. The CONTRACTOR's abbreviated Application, as attached, is incorporated herein and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the STATE and which is hereby expressly incorporated into this Agreement.
4. The CONTRACTOR shall use the PROJECT at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
2. Budget Contingency Clause.
 - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Federal Transportation Funding Law.
 - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
3. Prompt Payment and Return of Retainage.
 - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If payment is not made within the 45 calendar-day limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
 - B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
 - C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
 - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
4. Approval.
 - A. Except as provided herein, this Agreement is of no force or effect until signed by both parties and approved by the STATE.

- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement, for the mutual benefit of both parties, may have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof that the project has been programmed and is in an approved FSTIP has been received by the STATE.
5. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take any other remedies that may be legally available.
6. Timeliness. Time is of the essence in this Agreement. CONTRACTOR shall return the signed Agreement to the STATE within 90 calendar days after mailing. In the event this Agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this Agreement may be withdrawn and cancelled at the discretion of the STATE.
7. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment

must be made in writing to the Program Manager at least two months before the Agreement Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR within 90 calendar days of issuance. If CONTRACTOR does not sign and return the Amendment within 90 days of issuance, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
9. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
11. Antitrust Claims. The CONTRACTOR by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
 - A. GC Sections 4550 through 4554 regarding antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
 2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BCP Chapter 2 (commencing with Section 16700) of Part 2 of Division 7, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 - C. Per GC Section 4553., if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

- B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under the California Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
14. State Management Plan (SMP). The STATE is designated by the Governor to administer the FTA Federal Transit grant programs in California. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this Agreement, the Agreement shall govern.
15. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
16. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
17. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act" "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
18. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subcontracts.
22. Examination of Records. The STATE, the STATE'S Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit verification of the validity of costs charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
 - A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

- C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.

26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
 - B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this Agreement and the Regulations relative to Civil Rights.

- D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
1. Prepare and submit a Title VI Program.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Provide an Annual Title VI Certification and Assurance.
 8. Guidance on conducting an Analysis of Construction projects.
 9. Guidance on promoting Inclusive Public Participation.
 10. Report minority representation on transit related Planning and Advisory Bodies.
- E. The following requirements only apply to those providers of public transportation that both operate fixed route service and demand response service. The following requirements do not apply to those providers of public transportation that only operate demand response service. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service. The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT:
1. Service standards
 - a. Vehicle load for each mode
 - b. Vehicle headway for each mode
 - c. On-time performance for each mode
 - d. Service available for each mode
 2. Service policies
 - a. Transit Amenities for each mode
 - b. Vehicle Assignment for each mode
- F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular.
1. Title VI Notice to the Public, including a list of locations where the notice is posted
 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint
 3. Title VI Complaint Form used by the CONTRACTOR
 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR
 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission
 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance
 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and shall cooperate with STATE with regard to maximum utilization of DBEs, using its best efforts to ensure that DBEs shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this Agreement is executed.
 - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities; commitments, awards, and actual payments.
 - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without prior written approval of the STATE. A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort should be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g).
 - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 *et seq.*).
 - F. The CONTRACTOR and their subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractor also comply with these requirements.
28. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49 CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act

of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

29. Special Section 5333(b) Warranty for 5311 Program and 5339 Program. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit E of this Agreement. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
30. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work:
 - A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and subcontractor must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
 - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
31. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
32. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, USC Section 6321 *et seq.*
33. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
34. Conflict of Interest.
 - A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality; and/or
 - 4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

35. Lobbying.

- A. if the CONTRACTOR'S PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

- C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 *et seq.* The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this Agreement, and any violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

39. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default.
1. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this Agreement to the STATE's satisfaction, the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such

termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

2. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE'S satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this Agreement.
 3. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this Agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
 4. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this Agreement or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE authorized representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

44. Procurement.

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, including, but not limited to, the following provisions apply to all procurements:
 1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
 2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
 7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
 8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.

9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 *et seq.* and federal Clean Water Act, as amended, 33 USC Section 1251 *et seq.* CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512 note, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
 - a. CONTRACTOR's failure to have or follow its own protest procedures.
 - b. CONTRACTOR's failure to review a complaint or protest.
 - c. Violations of federal or state law or regulation.

18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
- a. Davis Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
 - b. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included:
 - i. Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price
 - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
 - iii. Payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars, or (2) 40% of the contract price if the contract price is more than \$1 million
 - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

45. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
 - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publically advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected

vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.

- C. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
- D. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the Agreement. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.
48. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.
50. Useful Life Standard. In accordance with the Grant Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the BlackCat Grants system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into

active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Chief, as applicable, if either factor is less than the value shown herein.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311 Only)	10 years
Bus Shelters (5311 Only)	10 years
Building Structures (5311 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

51. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this Agreement is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
 1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.

4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

52. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

53. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) day notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California,

Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

54. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

55. Potential Subcontractors.

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party

agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.
- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

56. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

57. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Exhibit B, and include a reference to the STATE's contract number as assigned to this Agreement.
2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests shall be submitted through the BlackCat Grants system.
3. Release of Title. As long as STATE is lien holder of the vehicle, CONTRACTOR is obligated to provide required periodic reporting described in Exhibit D, even if the ULS for the PROJECT has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all of the steps in the disposition process described in the preceding regarding Disposition have been completed. Upon completion of the disposition process, the STATE shall make a determination as to whether the ULS has been achieved. Useful Life requirements are enumerated in Exhibit C of this Agreement. The STATE has the discretion to base its determination upon either PROJECT mileage, PROJECT age or a combination of both. Upon determining that the ULS has been achieved, the STATE shall release title to the CONTRACTOR. Upon release of title to CONTRACTOR, the CONTRACTOR shall keep the PROJECT or alternatively, the proceeds from the sale of the PROJECT, in its public transportation program.
4. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37 Section 139(j).
5. Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments and may be grounds for PROJECT termination):
 - A. 5311 Program and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR shall submit their data to Caltrans (Department) in a timely manner annually, per due dates as directed by the Department NTD annual reporting is required by FTA.
 - B. 5311 Program Operating Assistance projects: Drug and Alcohol Management Information System (MIS) Reporting. CONTRACTOR shall submit their Drug and Alcohol MIS data annually, as required by FTA.
 - C. Milestone Reporting.
 1. Bi-Annual Reporting (Capital and Mobility Management Projects). The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage or its progress of the mobility management activities within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 through March 31; and 2) April 1 through September 30. Bi-Annual reports are due no later than April 30, and October 30 of each calendar year.
 2. Annual Reporting (Operating Assistance Projects). The CONTRACTOR shall submit an annual report of progress made on the PROJECT by no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- D. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S. C. 6101. If requested to do so by STATE, CONTRACTOR shall submit required information to allow STATE to fulfill its reporting requirements under FFATA.
 - E. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be on a form to be provided by the STATE. For 5310 Program, the report shall include narrative on and PROJECT outcomes and how program performance measures have been met by this PROJECT for the target group as referenced in the CONTRACTOR's application.
6. Liability Insurance. In addition to Exhibit C "Insurance", the following provisions shall also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products liability completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
 - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:

- i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$5,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION

P.O. BOX 942873, MS-39

SACRAMENTO, CA 94273-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov

*Making Conservation
a California Way of Life.***To Whom It May Concern:**

A new Standard Agreement (DOT-213a) between your organization and the Caltrans Division of Rail and Mass Transportation (DRMT) is now available for viewing in BlackCat Grants. Please review the Agreement carefully, including all of the Exhibits. If any of the terms, conditions, dates and/or schedules set forth in the Agreement are not acceptable, notify the individual named in Exhibit A (see page 2 of the Agreement) to discuss whether the Agreement should be cancelled or changes are possible.

To proceed with the Agreement, please print and sign **four** paper copies of the Agreement's signature page. The person signing the Agreement must be so authorized in a resolution from your agency's governing body. Each signature page must be signed in blue ink with an original, wet-ink signature. Return the **four** signed pages to Caltrans DRMT at one of the following addresses.

For delivery via U.S. Mail:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
PO Box 942874
Sacramento, CA 94274-0001

For delivery via Overnight Courier:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
1120 N Street
Sacramento, CA 95814



Upon execution by the Program Manager at Caltrans DRMT, you will be notified that you may proceed with the approved project in accordance with all of the terms and conditions of the Agreement. A copy of the fully-executed contract will be available to view, download and/or print in BlackCat Grants.

If the project subject to this Agreement requires a procurement process, that process cannot proceed until the procurement solicitation documents and process have been reviewed and approved in writing by Caltrans DRMT. Requests for Reimbursement shall not be presented to Caltrans DRMT before this Agreement has also been signed by Caltrans DRMT and, if applicable, Caltrans DRMT has approved the procurement.

AGREEMENT NUMBER 64A018-00690	AMENDMENT NUMBER
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- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTION DIVISION OF RAIL & MASS TRANSPORTATION
 CONTRACTOR'S NAME: **County of Sonoma, Human Services Department, Adult and Aging Division**
- The term of this Agreement is:
 FROM: **Jul 01, 2018** TO: **Jul 31, 2019**
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.
 Exhibit A - Project Summary and Scope of Work
 Exhibit B - Project Management and Payment Provisions
 Exhibit C - General Terms and Conditions
 Exhibit D - Special Terms and Conditions


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma, Human Services Department, Adult and Aging Division		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Fies, Director		
ADDRESS 3725 Westwind Blvd., , CA 95402		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	\$83,040
Prior Encumbrance	0.00
Total Encumbrance	83,040

Unit	Project ID	Phase	Object	Amount	State FY
3742	0017000186	S	049	83,040	16/17

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue ink) 	DATE SIGNED
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ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A
PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: OP

Hours when PROJECT shall operate: Start: 8:00am End: 5:00pm

Days/Dates when PROJECT shall operate: Monday through Wednesday

Location where Service shall be offered: This project will service the west side of Sonoma county to the borders of the City of Santa Rosa

Detailed Description of Work:

This project seeks to expand access and increase coordination of transportation services for seniors and individuals with disabilities living in the rural community of the Russian River Area (RRA) in Sonoma County. The project is seeking operating assistance funding to develop an RRA Feeder Shuttle Service. The RRA Feeder Shuttle Service will provide a new transportation option for intercity travel that will offer sliding scale low cost, enhanced, same-day services for eligible riders to access medical and supportive services in the greater Santa Rosa area of Sonoma County. This project proposes to utilize an existing ADA accessible 11 passenger van with a wheelchair lift to transport residents from their rural community to medical and social appointments in the Large Urbanized Area of Santa Rosa. The proposed project dates are July 1, 2017 to June 30, 2020. The RRA Feeder Shuttle Service will become a new partner in the County of Sonoma Human Services Department (HSD), Area Agency on Aging’s (AAA) Sonoma Access Coordinated Transportation Services (SACTS) Initiative as well in efforts to coordinate services with other transportation providers in Sonoma County.

The SACTS Initiative includes the Sonoma Access One Stop transportation services website, engaging the community partner consortium, conducting outreach, education, expanding access to services, and coordinating activities to enhance and create innovative transportation options. The SACTS Initiative encompasses both mobility management and operating assistance activities, and the goal of this project is the expansion of operating assistance activities with the implementation of the RRA Feeder Shuttle Service. Inclusion of the RRA Feeder Shuttle Service in the menu of services that the SACTS Initiative offers and coordinates will work to coordinate transportation providers even further, leverage opportunities for collaboration and provide services to a low-income, underserved, and geographically isolated area. The project will improve mobility for the priority population by removing barriers to transportation services and expanding the transportation mobility options available. Participants of this project are a cross section of socioeconomic levels and varied physical and mental abilities, with the majority of riders being seniors who have outlived their ability to drive and people living with disabilities.

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost
300901 - Operating Assistance		\$83,040	0.00	\$0	\$83,040

Contract Schedules:

Project Schedule:	Construction/RE Acquisition:	Procurement Schedule:
Performance Start	Enviro CEQA/NEPA	Bid Package to Caltrans
Performance End	Design (PS&E)	Issue RFP/IFB
Last Date to Amend	Right of Way	Award Contract/PO
Agreement Expires	Construction	Final Delivery/Install
Final Invoice Due		

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Valarie Smith	valarie.smith@dot.ca.gov	(916) 654-8065

EXHIBIT B
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from eligible program subrecipients for eligible program purposes. The FTA receives its authority from Chapter 53 of Title 49 of the United States Codes (USC). The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
 - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. FTA Circular 9070.1G “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated July 7, 2014, (5310 Circular) and any later revision thereto, applies to any PROJECT funded by the 5310 Program.
 - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for recipients or as subrecipients. FTA Circular 9040.1G “Formula Grants for Rural Areas: Program Guidance and Application Instructions”, dated October 24, 2014, (5311 Circular) and any later revision thereto applies to any PROJECT funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this Agreement, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
 - C. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to fund to eligible agencies the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. FTA Circular 5100.1 “Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto applies to any PROJECT funded by the 5339 Program.
2. This Agreement is subject to the Fixing America’s Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
3. This Agreement is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA, which includes:
 - A. USDOT Master Agreement (23), dated October 1, 2016, (USDOT Master Agreement) and any later revision thereto.
 - B. FTA Circular 4220.1F, “Third-Party Contracting Guidance,” November 1, 2008, (Third-Party Contracting Circular) and any later revision thereto.

- C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012, (Title VI Circular) and any later revision thereto.
 - D. FTA Circular 5010.1D, "Grant Management Requirements" dated November 1, 2008, and revised August 27, 2012, (Grant Management Circular) and any later revision thereto.
 - E. FTA Project and Construction Management Guidelines, as updated July 2011, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
 - F. Fiscal Year 2017 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements, as published December 20, 2016.
4. This Agreement is governed by the Caltrans State Management Plan (SMP), dated February 6, 2015, which is available at the Department of Transportation, Division of Rail and Mass Transportation's website (<http://www.dot.ca.gov/rail/docs/smp.update.2015.pdf>). If this PROJECT is funded from the 5339 Program, it is instead governed by State Management Plan FTA Section 5339 Program, dated July 2016, which is available at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5339/5339.smp.final.2016-07-29.pdf>.
 5. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
 6. The CONTRACTOR's application for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
 7. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the CONTRACTOR's application for federal assistance, which is on file with the STATE.
 8. The CONTRACTOR agrees to complete the defined PROJECT described in the grant application, which adopts all of the terms and conditions of this Agreement.
 9. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 10. Transportation services under this Agreement shall be provided for a minimum of 20 hours per week.
 11. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this Agreement is executed. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon closeout of this Agreement, any unreimbursed funds will revert as described in Exhibit B and no further invoices shall be paid to CONTRACTOR.
 12. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
 13. Invoices may be submitted no more frequently than once per month for the PROJECT.

14. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
15. Invoices shall meet all the requirements of this Agreement, be itemized in a manner consistent with the budget for PROJECT found in the PROJECT application, and be submitted through the STATE's BlackCat Grants system. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Exhibit B), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
16. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
17. Only work performed or goods or services received that fall on or between the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates of work, services or receipt of goods.
18. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
 - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA.
 - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA.
19. Direct and Indirect Costs.
 - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities must be adequately supported with proper documentation.
 - B. For Public Agencies only in all programs besides the 5310 Program, indirect costs may approved for reimbursement at the discretion of the STATE and Program Manager. Indirect costs must be supported

by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Audits and Investigations Office prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.

- C. Under no circumstances are any indirect costs an allowable expense for a 5310 Program PROJECT.
20. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this Agreement shall be made on a reimbursement basis and in arrears only for actual eligible costs.
 21. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
 22. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share.
 23. Final invoice shall be submitted to the STATE no later than ninety (90) days after the expiration of this Agreement. In no case, shall a final invoice be submitted after the date specified in Exhibit A.
 24. Project Closeout.
 - A. For discretionary programs, such as 5310 Program, 5311(f) Subprogram and 5339 Program, any remaining balance/cost savings will be returned to STATE. For formula programs, such as 5311 Program (except for projects funded from 5311(f) Subprogram), CONTRACTOR agrees that once PROJECT is complete, any outstanding balance will be returned to the STATE for statewide redistribution or reallocation per FSTIP requirements, unless CONTRACTOR requests otherwise in writing at time of final invoice.
 - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
 25. The parties agree that only the following section(s) of Exhibit B that have a mark ("X") opposite to the transportation services category (hereafter called the PROJECT) shall apply to this Agreement.

X

A. Operating Assistance (5310)

1. Operating assistance costs eligible for reimbursement under this Agreement are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A of this Agreement and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A.
4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the Performance Period as specified in Exhibit A.
5. If the PROJECT includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.



B. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. The STATE shall order Vehicles for all Non-Profit Agencies from a STATE-approved Contract.
6. Public Agencies may purchase Vehicles using any one of the following three methods.
 - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in Paragraph 8 shall apply.
 - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
 - c. CONTRACTOR may purchase vehicles through its own procurement procedures. Public Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Whenever a Public Agency chooses to procure its own vehicles, whether from a State-approved Contract or through its own procurement procedures, the following provisions are applicable.
 - a. CONTRACTOR shall obtain STATE's approval of the procurement prior to ordering a vehicle.
 - b. CONTRACTOR shall purchase vehicles in full from the vendor.
 - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Such requests shall be submitted to the STATE through its BlackCat Grants system.
 - e. Any such Vehicle procurement shall:
 - i. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.
 - ii. Designate that the CONTRACTOR is to be the sole registered owner of any vehicles(s) acquired.
 - iii. Designate Caltrans Division of Rail and Mass Transportation as the lien holder on the Department of Motor Vehicles Certificate of Title.
 - iv. Include a reference to the STATE's contract number assigned to this Agreement.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a Vehicle.
 - a. CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into the designated Bank of America account, unless Transportation Credits (Toll Credits) have been authorized by the STATE. No further billing or payment is required of the CONTRACTOR.
 - b. The Bank of America deposit shall be made within 90 days after signing this Agreement. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE upon execution of this Agreement.

- c. PROJECT equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's local match has been verified by the STATE.
 - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.
10. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award.
 - a. Solicitation document detailing the specifications of the PROJECT for purchase.
 - b. At least three (3) competitive like-kind bids using the same specifications indicated in the solicitation document.
 - c. A listing of all bids, proposals, or price quotations, which includes an analysis of all bids received detailing comparison information.
 - d. Disadvantaged Business Enterprise (DBE) Awards/Commitments form.
 - e. An explanation for the basis for selecting the proposed vendor(s) and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination per the Third-Party Contracting Circular.
11. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution, or, for purchasing on-board equipment, within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Exhibit C. Upon receiving documentation outlined in Exhibit B and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the CONTRACTOR the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of the PROJECT vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.



C. Mobility Management (5310)

1. The CONTRACTOR's Scope of Work is summarized in Exhibit A of this Agreement.
2. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the grant application, which is on file with the STATE and which is subject to all of the terms and conditions of this Agreement.
3. All Mobility Management projects require a Detailed Implementation Plan as a part of the project application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
4. Invoices for all Mobility Management projects shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.



D. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
 - a. Project Description and Justification for Funding Request (Replacement or Expansion);
 - b. Proposed Service and Operating Plan (including map of service area);
 - c. Existing Transportation Services (current fleet);
 - d. Proposed Transportation Services; and
 - e. Signed Certifications and Assurances
2. The CONTRACTOR's abbreviated Application, as attached, is incorporated herein and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the STATE and which is hereby expressly incorporated into this Agreement.
4. The CONTRACTOR shall use the PROJECT at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
2. Budget Contingency Clause.
 - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Federal Transportation Funding Law.
 - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
3. Prompt Payment and Return of Retainage.
 - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If payment is not made within the 45 calendar-day limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
 - B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
 - C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
 - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
4. Approval.
 - A. Except as provided herein, this Agreement is of no force or effect until signed by both parties and approved by the STATE.

- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement, for the mutual benefit of both parties, may have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof that the project has been programmed and is in an approved FSTIP has been received by the STATE.
5. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take any other remedies that may be legally available.
6. Timeliness. Time is of the essence in this Agreement. CONTRACTOR shall return the signed Agreement to the STATE within 90 calendar days after mailing. In the event this Agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this Agreement may be withdrawn and cancelled at the discretion of the STATE.
7. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment

must be made in writing to the Program Manager at least two months before the Agreement Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR within 90 calendar days of issuance. If CONTRACTOR does not sign and return the Amendment within 90 days of issuance, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
9. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
11. Antitrust Claims. The CONTRACTOR by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
 - A. GC Sections 4550 through 4554 regarding antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
 2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BCP Chapter 2 (commencing with Section 16700) of Part 2 of Division 7, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 - C. Per GC Section 4553., if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

- B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under the California Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
14. State Management Plan (SMP). The STATE is designated by the Governor to administer the FTA Federal Transit grant programs in California. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this Agreement, the Agreement shall govern.
15. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
16. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
17. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act" "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
18. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subcontracts.
22. Examination of Records. The STATE, the STATE'S Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit verification of the validity of costs charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
 - A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

- C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.

26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
 - B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this Agreement and the Regulations relative to Civil Rights.

- D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
1. Prepare and submit a Title VI Program.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Provide an Annual Title VI Certification and Assurance.
 8. Guidance on conducting an Analysis of Construction projects.
 9. Guidance on promoting Inclusive Public Participation.
 10. Report minority representation on transit related Planning and Advisory Bodies.
- E. The following requirements only apply to those providers of public transportation that both operate fixed route service and demand response service. The following requirements do not apply to those providers of public transportation that only operate demand response service. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service. The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT:
1. Service standards
 - a. Vehicle load for each mode
 - b. Vehicle headway for each mode
 - c. On-time performance for each mode
 - d. Service available for each mode
 2. Service policies
 - a. Transit Amenities for each mode
 - b. Vehicle Assignment for each mode
- F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular.
1. Title VI Notice to the Public, including a list of locations where the notice is posted
 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint
 3. Title VI Complaint Form used by the CONTRACTOR
 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR
 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission
 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance
 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and shall cooperate with STATE with regard to maximum utilization of DBEs, using its best efforts to ensure that DBEs shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this Agreement is executed.
 - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities; commitments, awards, and actual payments.
 - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without prior written approval of the STATE. A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort should be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g).
 - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 *et seq.*).
 - F. The CONTRACTOR and their subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractor also comply with these requirements.
28. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49 CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act

of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

29. Special Section 5333(b) Warranty for 5311 Program and 5339 Program. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit E of this Agreement. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
30. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work:
 - A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and subcontractor must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
 - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
31. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
32. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, USC Section 6321 *et seq.*
33. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
34. Conflict of Interest.
 - A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality; and/or
 - 4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

35. Lobbying.

- A. if the CONTRACTOR'S PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

- C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 *et seq.* The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this Agreement, and any violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

39. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default.
1. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this Agreement to the STATE's satisfaction, the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such

termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

2. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE'S satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this Agreement.
 3. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this Agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
 4. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this Agreement or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE authorized representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

44. Procurement.

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, including, but not limited to, the following provisions apply to all procurements:
 1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
 2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
 7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
 8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.

9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 *et seq.* and federal Clean Water Act, as amended, 33 USC Section 1251 *et seq.* CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512 note, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
 - a. CONTRACTOR's failure to have or follow its own protest procedures.
 - b. CONTRACTOR's failure to review a complaint or protest.
 - c. Violations of federal or state law or regulation.

18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
- a. Davis Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
 - b. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included:
 - i. Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price
 - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
 - iii. Payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars, or (2) 40% of the contract price if the contract price is more than \$1 million
 - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

45. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
 - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publically advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected

vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.

- C. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
- D. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the Agreement. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.
48. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.
50. Useful Life Standard. In accordance with the Grant Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the BlackCat Grants system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into

active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Chief, as applicable, if either factor is less than the value shown herein.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311 Only)	10 years
Bus Shelters (5311 Only)	10 years
Building Structures (5311 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

51. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this Agreement is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
 1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.

4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

52. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

53. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) day notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California,

Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

54. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

55. Potential Subcontractors.

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party

agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.
- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

- 56. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.
- 57. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Exhibit B, and include a reference to the STATE's contract number as assigned to this Agreement.
2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests shall be submitted through the BlackCat Grants system.
3. Release of Title. As long as STATE is lien holder of the vehicle, CONTRACTOR is obligated to provide required periodic reporting described in Exhibit D, even if the ULS for the PROJECT has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all of the steps in the disposition process described in the preceding regarding Disposition have been completed. Upon completion of the disposition process, the STATE shall make a determination as to whether the ULS has been achieved. Useful Life requirements are enumerated in Exhibit C of this Agreement. The STATE has the discretion to base its determination upon either PROJECT mileage, PROJECT age or a combination of both. Upon determining that the ULS has been achieved, the STATE shall release title to the CONTRACTOR. Upon release of title to CONTRACTOR, the CONTRACTOR shall keep the PROJECT or alternatively, the proceeds from the sale of the PROJECT, in its public transportation program.
4. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37 Section 139(j).
5. Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments and may be grounds for PROJECT termination):
 - A. 5311 Program and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR shall submit their data to Caltrans (Department) in a timely manner annually, per due dates as directed by the Department NTD annual reporting is required by FTA.
 - B. 5311 Program Operating Assistance projects: Drug and Alcohol Management Information System (MIS) Reporting. CONTRACTOR shall submit their Drug and Alcohol MIS data annually, as required by FTA.
 - C. Milestone Reporting.
 1. Bi-Annual Reporting (Capital and Mobility Management Projects). The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage or its progress of the mobility management activities within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 through March 31; and 2) April 1 through September 30. Bi-Annual reports are due no later than April 30, and October 30 of each calendar year.
 2. Annual Reporting (Operating Assistance Projects). The CONTRACTOR shall submit an annual report of progress made on the PROJECT by no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- D. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S. C. 6101. If requested to do so by STATE, CONTRACTOR shall submit required information to allow STATE to fulfill its reporting requirements under FFATA.
 - E. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be on a form to be provided by the STATE. For 5310 Program, the report shall include narrative on and PROJECT outcomes and how program performance measures have been met by this PROJECT for the target group as referenced in the CONTRACTOR's application.
6. Liability Insurance. In addition to Exhibit C "Insurance", the following provisions shall also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products liability completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
 - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:

- i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$5,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION

P.O. BOX 942873, MS-39

SACRAMENTO, CA 94273-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov



*Making Conservation
a California Way of Life.*

To Whom It May Concern:

A new Standard Agreement (DOT-213a) between your organization and the Caltrans Division of Rail and Mass Transportation (DRMT) is now available for viewing in BlackCat Grants. Please review the Agreement carefully, including all of the Exhibits. If any of the terms, conditions, dates and/or schedules set forth in the Agreement are not acceptable, notify the individual named in Exhibit A (see page 2 of the Agreement) to discuss whether the Agreement should be cancelled or changes are possible.

To proceed with the Agreement, please print and sign **four** paper copies of the Agreement's signature page. The person signing the Agreement must be so authorized in a resolution from your agency's governing body. Each signature page must be signed in blue ink with an original, wet-ink signature. Return the **four** signed pages to Caltrans DRMT at one of the following addresses.

For delivery via U.S. Mail:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
PO Box 942874
Sacramento, CA 94274-0001

For delivery via Overnight Courier:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
1120 N Street
Sacramento, CA 95814



Upon execution by the Program Manager at Caltrans DRMT, you will be notified that you may proceed with the approved project in accordance with all of the terms and conditions of the Agreement. A copy of the fully-executed contract will be available to view, download and/or print in BlackCat Grants.

If the project subject to this Agreement requires a procurement process, that process cannot proceed until the procurement solicitation documents and process have been reviewed and approved in writing by Caltrans DRMT. Requests for Reimbursement shall not be presented to Caltrans DRMT before this Agreement has also been signed by Caltrans DRMT and, if applicable, Caltrans DRMT has approved the procurement.

AGREEMENT NUMBER 64AM18-00764	AMENDMENT NUMBER
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- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTION DIVISION OF RAIL & MASS TRANSPORTATION
 CONTRACTOR'S NAME: **County of Sonoma, Human Services Department, Adult and Aging Division**
- The term of this Agreement is:
 FROM: **Jul 01, 2018** TO: **Jul 31, 2019**
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.
 Exhibit A - Project Summary and Scope of Work
 Exhibit B - Project Management and Payment Provisions
 Exhibit C - General Terms and Conditions
 Exhibit D - Special Terms and Conditions


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma, Human Services Department, Adult and Aging Division		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Fies, Director		
ADDRESS 3725 Westwind Blvd., , CA 95402		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	\$167,532
Prior Encumbrance	0.00
Total Encumbrance	167,532.00

Unit	Project ID	Phase	Object	Amount	State FY
3742	0017000186	S	049	167,532.00	16/17

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue ink) 	DATE SIGNED
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ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A
PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: CA,CA

Hours when PROJECT shall operate: Start: 8:00am End: 5:00pm

Days/Dates when PROJECT shall operate: Monday through Friday

Location where Service shall be offered: This project will cover Sonoma County

Detailed Description of Work:

This project will expand access, increase coordination of transportation services and increase mobility management options for seniors and individuals with disabilities county-wide through the on-going efforts of the County of Sonoma Human Services Department (HSD), Area Agency on Aging's (AAA) Sonoma Access Coordinated Transportation Services (SACTS) Initiative. SACTS includes the Sonoma Access transportation services website, engaging the community partner consortium, conducting outreach, education, expanding access to services, and coordinating activities to enhance and create innovative transportation options. Project period is July 2018 - June 2020. The AAA Mobility Management Coordinator charged with SACTS Expansion will coordinate the following functions:

- Expanding the consortium of individuals, service providers, and transit/paratransit operators to address transportation gaps and barriers, and identifying additional resources to coordinate and expand existing transportation options including collaboration with:
 - o Coastal Seniors, Point Arena and Russian River Area transportation services to increase mobility options for geographically isolated areas by integrating their intercity transportation services with the SACTS partners services to further enhance availability of transportation options
 - o Redwood Community Health Coalition (RCHC), a consortium of Federally Qualified Health Centers (FQHCs), to assist with outreach efforts, patient and driver coordination, Non-Emergency Medical Transportation (NEMT) trip planning and integration of SACTS transportation and mobility management services into their FQHC's coordinated care service delivery system
- Providing for greater coordination among transportation service providers to reduce barriers to transportation services and expand mobility options
- Sponsoring events to solicit input from the community, maintain relationships with consortium partners, and ensure consortium membership includes seniors, individuals with disabilities, service providers and transit operators
- Conducting outreach and education through consortium-sponsored events, travel trainings, and focus groups, prioritizing Spanish speaking, low-income and geographically isolated individuals
- Expanding the use of the Sonoma Access website to provide travel methods that meet individual needs, are appropriate for the trip, and are cost-effective
- Surveying the Sonoma Access website users and service providers to determine user satisfaction of transportation options and identify gaps in services that need to be addressed
- Facilitating activities associated with the development and coordination of transportation services, linking existing transportation options, travel training, and identifying sustainable funding sources
- Advocating for change to increase options and reduce gaps in service

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost		
114208 - Purchase Computer Sof		\$10,000	0.00	\$0	\$10,000	80%	20%
117L00 - Mobility Management		\$157,532		\$0	\$157,532	80%	20%

Contract Schedules:

Project Schedule:	Construction/RE Acquisition:	Procurement Schedule:
Performance Start	Enviro CEQA/NEPA	Bid Package to Caltrans
Performance End	Design (PS&E)	Issue RFP/IFB
Last Date to Amend Agreement Expires	Right of Way	Award Contract/PO
Final Invoice Due	Construction	Final Delivery/Install

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Valarie Smith	valarie.smith@dot.ca.gov	(916) 654-8065

EXHIBIT B
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from eligible program subrecipients for eligible program purposes. The FTA receives its authority from Chapter 53 of Title 49 of the United States Codes (USC). The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
 - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. FTA Circular 9070.1G “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated July 7, 2014, (5310 Circular) and any later revision thereto, applies to any PROJECT funded by the 5310 Program.
 - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for recipients or as subrecipients. FTA Circular 9040.1G “Formula Grants for Rural Areas: Program Guidance and Application Instructions”, dated October 24, 2014, (5311 Circular) and any later revision thereto applies to any PROJECT funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this Agreement, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
 - C. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to fund to eligible agencies the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. FTA Circular 5100.1 “Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto applies to any PROJECT funded by the 5339 Program.
2. This Agreement is subject to the Fixing America’s Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
3. This Agreement is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA, which includes:
 - A. USDOT Master Agreement (23), dated October 1, 2016, (USDOT Master Agreement) and any later revision thereto.
 - B. FTA Circular 4220.1F, “Third-Party Contracting Guidance,” November 1, 2008, (Third-Party Contracting Circular) and any later revision thereto.

- C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012, (Title VI Circular) and any later revision thereto.
 - D. FTA Circular 5010.1D, "Grant Management Requirements" dated November 1, 2008, and revised August 27, 2012, (Grant Management Circular) and any later revision thereto.
 - E. FTA Project and Construction Management Guidelines, as updated July 2011, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
 - F. Fiscal Year 2017 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements, as published December 20, 2016.
4. This Agreement is governed by the Caltrans State Management Plan (SMP), dated February 6, 2015, which is available at the Department of Transportation, Division of Rail and Mass Transportation's website (<http://www.dot.ca.gov/rail/docs/smp.update.2015.pdf>). If this PROJECT is funded from the 5339 Program, it is instead governed by State Management Plan FTA Section 5339 Program, dated July 2016, which is available at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5339/5339.smp.final.2016-07-29.pdf>.
 5. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
 6. The CONTRACTOR's application for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
 7. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the CONTRACTOR's application for federal assistance, which is on file with the STATE.
 8. The CONTRACTOR agrees to complete the defined PROJECT described in the grant application, which adopts all of the terms and conditions of this Agreement.
 9. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 10. Transportation services under this Agreement shall be provided for a minimum of 20 hours per week.
 11. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this Agreement is executed. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon closeout of this Agreement, any unreimbursed funds will revert as described in Exhibit B and no further invoices shall be paid to CONTRACTOR.
 12. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
 13. Invoices may be submitted no more frequently than once per month for the PROJECT.

14. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
15. Invoices shall meet all the requirements of this Agreement, be itemized in a manner consistent with the budget for PROJECT found in the PROJECT application, and be submitted through the STATE's BlackCat Grants system. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Exhibit B), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
16. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
17. Only work performed or goods or services received that fall on or between the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates of work, services or receipt of goods.
18. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
 - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA.
 - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA.
19. Direct and Indirect Costs.
 - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities must be adequately supported with proper documentation.
 - B. For Public Agencies only in all programs besides the 5310 Program, indirect costs may approved for reimbursement at the discretion of the STATE and Program Manager. Indirect costs must be supported

by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Audits and Investigations Office prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.

- C. Under no circumstances are any indirect costs an allowable expense for a 5310 Program PROJECT.
20. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this Agreement shall be made on a reimbursement basis and in arrears only for actual eligible costs.
 21. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
 22. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share.
 23. Final invoice shall be submitted to the STATE no later than ninety (90) days after the expiration of this Agreement. In no case, shall a final invoice be submitted after the date specified in Exhibit A.
 24. Project Closeout.
 - A. For discretionary programs, such as 5310 Program, 5311(f) Subprogram and 5339 Program, any remaining balance/cost savings will be returned to STATE. For formula programs, such as 5311 Program (except for projects funded from 5311(f) Subprogram), CONTRACTOR agrees that once PROJECT is complete, any outstanding balance will be returned to the STATE for statewide redistribution or reallocation per FSTIP requirements, unless CONTRACTOR requests otherwise in writing at time of final invoice.
 - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
 25. The parties agree that only the following section(s) of Exhibit B that have a mark ("X") opposite to the transportation services category (hereafter called the PROJECT) shall apply to this Agreement.



A. Operating Assistance (5310)

1. Operating assistance costs eligible for reimbursement under this Agreement are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A of this Agreement and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A.
4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the Performance Period as specified in Exhibit A.
5. If the PROJECT includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

X

B. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. The STATE shall order Vehicles for all Non-Profit Agencies from a STATE-approved Contract.
6. Public Agencies may purchase Vehicles using any one of the following three methods.
 - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in Paragraph 8 shall apply.
 - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
 - c. CONTRACTOR may purchase vehicles through its own procurement procedures. Public Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Whenever a Public Agency chooses to procure its own vehicles, whether from a State-approved Contract or through its own procurement procedures, the following provisions are applicable.
 - a. CONTRACTOR shall obtain STATE's approval of the procurement prior to ordering a vehicle.
 - b. CONTRACTOR shall purchase vehicles in full from the vendor.
 - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Such requests shall be submitted to the STATE through its BlackCat Grants system.
 - e. Any such Vehicle procurement shall:
 - i. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.
 - ii. Designate that the CONTRACTOR is to be the sole registered owner of any vehicles(s) acquired.
 - iii. Designate Caltrans Division of Rail and Mass Transportation as the lien holder on the Department of Motor Vehicles Certificate of Title.
 - iv. Include a reference to the STATE's contract number assigned to this Agreement.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a Vehicle.
 - a. CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into the designated Bank of America account, unless Transportation Credits (Toll Credits) have been authorized by the STATE. No further billing or payment is required of the CONTRACTOR.
 - b. The Bank of America deposit shall be made within 90 days after signing this Agreement. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE upon execution of this Agreement.

- c. PROJECT equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's local match has been verified by the STATE.
 - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.
10. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award.
 - a. Solicitation document detailing the specifications of the PROJECT for purchase.
 - b. At least three (3) competitive like-kind bids using the same specifications indicated in the solicitation document.
 - c. A listing of all bids, proposals, or price quotations, which includes an analysis of all bids received detailing comparison information.
 - d. Disadvantaged Business Enterprise (DBE) Awards/Commitments form.
 - e. An explanation for the basis for selecting the proposed vendor(s) and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination per the Third-Party Contracting Circular.
11. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution, or, for purchasing on-board equipment, within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Exhibit C. Upon receiving documentation outlined in Exhibit B and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the CONTRACTOR the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of the PROJECT vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

C. Mobility Management (5310)

1. The CONTRACTOR's Scope of Work is summarized in Exhibit A of this Agreement.
2. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the grant application, which is on file with the STATE and which is subject to all of the terms and conditions of this Agreement.
3. All Mobility Management projects require a Detailed Implementation Plan as a part of the project application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
4. Invoices for all Mobility Management projects shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.



D. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
 - a. Project Description and Justification for Funding Request (Replacement or Expansion);
 - b. Proposed Service and Operating Plan (including map of service area);
 - c. Existing Transportation Services (current fleet);
 - d. Proposed Transportation Services; and
 - e. Signed Certifications and Assurances
2. The CONTRACTOR's abbreviated Application, as attached, is incorporated herein and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the STATE and which is hereby expressly incorporated into this Agreement.
4. The CONTRACTOR shall use the PROJECT at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
2. Budget Contingency Clause.
 - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Federal Transportation Funding Law.
 - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
3. Prompt Payment and Return of Retainage.
 - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If payment is not made within the 45 calendar-day limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
 - B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
 - C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
 - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
4. Approval.
 - A. Except as provided herein, this Agreement is of no force or effect until signed by both parties and approved by the STATE.

- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement, for the mutual benefit of both parties, may have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof that the project has been programmed and is in an approved FSTIP has been received by the STATE.
5. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take any other remedies that may be legally available.
6. Timeliness. Time is of the essence in this Agreement. CONTRACTOR shall return the signed Agreement to the STATE within 90 calendar days after mailing. In the event this Agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this Agreement may be withdrawn and cancelled at the discretion of the STATE.
7. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment

must be made in writing to the Program Manager at least two months before the Agreement Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR within 90 calendar days of issuance. If CONTRACTOR does not sign and return the Amendment within 90 days of issuance, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
9. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
11. Antitrust Claims. The CONTRACTOR by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
 - A. GC Sections 4550 through 4554 regarding antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
 2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BCP Chapter 2 (commencing with Section 16700) of Part 2 of Division 7, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 - C. Per GC Section 4553., if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

- B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under the California Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
14. State Management Plan (SMP). The STATE is designated by the Governor to administer the FTA Federal Transit grant programs in California. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this Agreement, the Agreement shall govern.
15. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
16. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
17. U.S. Flag Requirements.
 - A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act" "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
18. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subcontracts.
22. Examination of Records. The STATE, the STATE'S Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit verification of the validity of costs charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
 - A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

- C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.

26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
 - B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this Agreement and the Regulations relative to Civil Rights.

- D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
1. Prepare and submit a Title VI Program.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Provide an Annual Title VI Certification and Assurance.
 8. Guidance on conducting an Analysis of Construction projects.
 9. Guidance on promoting Inclusive Public Participation.
 10. Report minority representation on transit related Planning and Advisory Bodies.
- E. The following requirements only apply to those providers of public transportation that both operate fixed route service and demand response service. The following requirements do not apply to those providers of public transportation that only operate demand response service. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service. The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT:
1. Service standards
 - a. Vehicle load for each mode
 - b. Vehicle headway for each mode
 - c. On-time performance for each mode
 - d. Service available for each mode
 2. Service policies
 - a. Transit Amenities for each mode
 - b. Vehicle Assignment for each mode
- F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular.
1. Title VI Notice to the Public, including a list of locations where the notice is posted
 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint
 3. Title VI Complaint Form used by the CONTRACTOR
 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR
 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission
 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance
 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and shall cooperate with STATE with regard to maximum utilization of DBEs, using its best efforts to ensure that DBEs shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this Agreement is executed.
 - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities; commitments, awards, and actual payments.
 - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without prior written approval of the STATE. A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort should be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g).
 - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 *et seq.*).
 - F. The CONTRACTOR and their subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractor also comply with these requirements.
28. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49 CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act

of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

29. Special Section 5333(b) Warranty for 5311 Program and 5339 Program. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit E of this Agreement. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
30. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work:
 - A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and subcontractor must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
 - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
31. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
32. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, USC Section 6321 *et seq.*
33. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
34. Conflict of Interest.
 - A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality; and/or
 - 4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

35. Lobbying.

- A. if the CONTRACTOR'S PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

- C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 *et seq.* The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this Agreement, and any violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

39. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default.
1. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this Agreement to the STATE's satisfaction, the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such

termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

2. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE'S satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this Agreement.
 3. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this Agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
 4. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this Agreement or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE authorized representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

44. Procurement.

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, including, but not limited to, the following provisions apply to all procurements:
 1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
 2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
 7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
 8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.

9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 *et seq.* and federal Clean Water Act, as amended, 33 USC Section 1251 *et seq.* CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512 note, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
 - a. CONTRACTOR's failure to have or follow its own protest procedures.
 - b. CONTRACTOR's failure to review a complaint or protest.
 - c. Violations of federal or state law or regulation.

18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
- a. Davis Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
 - b. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included:
 - i. Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price
 - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
 - iii. Payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars, or (2) 40% of the contract price if the contract price is more than \$1 million
 - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

45. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
 - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publically advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected

vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.

- C. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
- D. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

47. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the Agreement. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

48. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

50. Useful Life Standard. In accordance with the Grant Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the BlackCat Grants system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into

active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Chief, as applicable, if either factor is less than the value shown herein.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311 Only)	10 years
Bus Shelters (5311 Only)	10 years
Building Structures (5311 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

51. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this Agreement is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
 1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.

4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

52. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

53. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) day notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California,

Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

54. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

55. Potential Subcontractors.

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party

agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.
- E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

56. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

57. Indemnification. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Exhibit B, and include a reference to the STATE's contract number as assigned to this Agreement.
2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests shall be submitted through the BlackCat Grants system.
3. Release of Title. As long as STATE is lien holder of the vehicle, CONTRACTOR is obligated to provide required periodic reporting described in Exhibit D, even if the ULS for the PROJECT has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all of the steps in the disposition process described in the preceding regarding Disposition have been completed. Upon completion of the disposition process, the STATE shall make a determination as to whether the ULS has been achieved. Useful Life requirements are enumerated in Exhibit C of this Agreement. The STATE has the discretion to base its determination upon either PROJECT mileage, PROJECT age or a combination of both. Upon determining that the ULS has been achieved, the STATE shall release title to the CONTRACTOR. Upon release of title to CONTRACTOR, the CONTRACTOR shall keep the PROJECT or alternatively, the proceeds from the sale of the PROJECT, in its public transportation program.
4. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37 Section 139(j).
5. Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments and may be grounds for PROJECT termination):
 - A. 5311 Program and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR shall submit their data to Caltrans (Department) in a timely manner annually, per due dates as directed by the Department NTD annual reporting is required by FTA.
 - B. 5311 Program Operating Assistance projects: Drug and Alcohol Management Information System (MIS) Reporting. CONTRACTOR shall submit their Drug and Alcohol MIS data annually, as required by FTA.
 - C. Milestone Reporting.
 1. Bi-Annual Reporting (Capital and Mobility Management Projects). The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage or its progress of the mobility management activities within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 through March 31; and 2) April 1 through September 30. Bi-Annual reports are due no later than April 30, and October 30 of each calendar year.
 2. Annual Reporting (Operating Assistance Projects). The CONTRACTOR shall submit an annual report of progress made on the PROJECT by no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- D. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S. C. 6101. If requested to do so by STATE, CONTRACTOR shall submit required information to allow STATE to fulfill its reporting requirements under FFATA.
 - E. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be on a form to be provided by the STATE. For 5310 Program, the report shall include narrative on and PROJECT outcomes and how program performance measures have been met by this PROJECT for the target group as referenced in the CONTRACTOR's application.
6. Liability Insurance. In addition to Exhibit C "Insurance", the following provisions shall also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products liability completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
 - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:

- i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$5,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

DEPARTMENT OF TRANSPORTATION

DIVISION OF RAIL AND MASS TRANSPORTATION

P.O. BOX 942873, MS-39

SACRAMENTO, CA 94273-0001

PHONE (916) 654-8811

FAX (916) 654-9366

TTY 711

www.dot.ca.gov



*Making Conservation
a California Way of Life.*

To Whom It May Concern:

A new Standard Agreement (DOT-213a) between your organization and the Caltrans Division of Rail and Mass Transportation (DRMT) is now available for viewing in BlackCat Grants. Please review the Agreement carefully, including all of the Exhibits. If any of the terms, conditions, dates and/or schedules set forth in the Agreement are not acceptable, notify the individual named in Exhibit A (see page 2 of the Agreement) to discuss whether the Agreement should be cancelled or changes are possible.

To proceed with the Agreement, please print and sign **four** paper copies of the Agreement's signature page. The person signing the Agreement must be so authorized in a resolution from your agency's governing body. Each signature page must be signed in blue ink with an original, wet-ink signature. Return the **four** signed pages to Caltrans DRMT at one of the following addresses.

For delivery via U.S. Mail:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
PO Box 942874
Sacramento, CA 94274-0001

For delivery via Overnight Courier:

California Department of Transportation
ATTN:
DRMT Section 5310 Program, MS-39
1120 N Street
Sacramento, CA 95814

Upon execution by the Program Manager at Caltrans DRMT, you will be notified that you may proceed with the approved project in accordance with all of the terms and conditions of the Agreement. A copy of the fully-executed contract will be available to view, download and/or print in BlackCat Grants.

If the project subject to this Agreement requires a procurement process, that process cannot proceed until the procurement solicitation documents and process have been reviewed and approved in writing by Caltrans DRMT. Requests for Reimbursement shall not be presented to Caltrans DRMT before this Agreement has also been signed by Caltrans DRMT and, if applicable, Caltrans DRMT has approved the procurement.

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME: CALIFORNIA DEPARTMENT OF TRANSPORTION DIVISION OF RAIL & MASS TRANSPORTATION

CONTRACTOR'S NAME: **County of Sonoma, Human Services Department, Adult and Aging Division**

2. The term of this Agreement is:

FROM: **Jul 01, 2018** TO: **Jul 31, 2019**

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.



Exhibit A - Project Summary and Scope of Work

Exhibit B - Project Management and Payment Provisions

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Sonoma, Human Services Department, Adult and Aging Division		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Karen Fies, Director		
ADDRESS 3725 Westwind Blvd., , CA 95402		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Transportation, Division of Rail and Mass Transportation		
BY (Authorized Signature in Blue ink) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark J. Barry, Chief, 5310 Elderly Specialized Transit Branch		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appr Category	Fund Title	Fund	CFDA	Program
2660-102-0890(2)	23	2016	17102F	Federal Trust	0890	20-513	Section 5310 Exp

Current Encumbrance	\$266,975	Unit	Project ID	Phase	Object	Amount	State FY
Prior Encumbrance	0.00	3742	0017000186	S	049	266,975	16/17
Total Encumbrance	266,975						

SIGNATURE OF ACCOUNTING OFFICE (Authorized Signature in Blue ink) 	DATE SIGNED
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ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT A
PROJECT SUMMARY AND SCOPE OF WORK

Funding Program: Section 5310 Exp

Project Type: OP

Hours when PROJECT shall operate: Start: 8:00am End: 5:00pm

Days/Dates when PROJECT shall operate: Monday through Friday

Location where Service shall be offered: The entire County of Sonoma

Detailed Description of Work:

This project serves to assist seniors and people with disabilities in cost effective ways that meets the individual's specific needs by developing and expanding innovative transportation options (volunteer driver/travel voucher programs), coordinating existing transportation services to reduce confusion and avoid duplication of services, and strengthen mobility management options.

The Sonoma County Human Services Department (HSD), Area Agency on Aging's (AAA) Sonoma Access Coordinated Transportation Services (SACTS) Initiative established in 2014 will oversee the activities of the grant by engaging the 40 member community partner consortium. The SACTS Initiative encompasses both mobility management and operating assistance activities with the goal of expansion of operating assistance activities. One accomplishment of the SACTS Consortium is the creation of Sonoma Access.org, a One Stop transportation services website.

The project period is July 2018 through June 2020. HSD AAA is dedicated to sustain the proposed activities beyond the life of the grant.

This proposed project has two major components:

1) Volunteer Driver Program (VDP) Expansion accomplished by partnering with two new agencies in addition to the current four VDP agencies, increasing existing VDP agencies' service units (one-way rides), expanding agencies' service areas, and increasing coordination among all VDP agencies in efforts to share riders across service area boundaries.

The VDP is a community based volunteer driver program that uses appropriately screened and trained drivers. The program provides transportation to medical and social appointments for seniors and people with disabilities county-wide who have no other viable transportation option.

2) Travel Voucher Program (TVP) Expansion accomplished by partnering with one new agency and increasing the service units (voucher distribution) of the five current TVP agencies.

The TVP is a transportation service that provides subsidized taxi, Uber/Lyft or wheelchair accessible rides to enrolled, eligible participants residing in Sonoma County. The purpose of this program is to provide an affordable, accessible transportation alternative when existing fixed route transit services, paratransit or volunteer driver programs are not able to meet the transportation needs of the participants. The program also provides transportation to medical and social appointments to eligible participants who have no other viable transportation option.

Participants of both the VDP and TVP are a cross section of socioeconomic levels and varied physical and mental abilities, with the majority of riders being seniors who have outlived their ability to drive and people living with disabilities.

Contract Projects:

ALI Code	Project Description	Federal Share \$	Local Share \$	Toll Credits	Total Cost		
300901 - Operating Assistance		\$266,975	0.00	\$0	\$266,975	50%	50%

Contract Schedules:

Project Schedule:	Construction/RE Acquisition:	Procurement Schedule:
Performance Start	Enviro CEQA/NEPA	Bid Package to Caltrans
Performance End	Design (PS&E)	Issue RFP/IFB
Last Date to Amend Agreement Expires	Right of Way	Award Contract/PO
Final Invoice Due	Construction	Final Delivery/Install

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Valarie Smith	valarie.smith@dot.ca.gov	(916) 654-8065

EXHIBIT B
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The California Department of Transportation (hereafter called the STATE) is the sole State agency authorized to evaluate and submit to the Federal Transit Administration (hereafter called FTA) grant requests from eligible program subrecipients for eligible program purposes. The FTA receives its authority from Chapter 53 of Title 49 of the United States Codes (USC). The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
 - A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. FTA Circular 9070.1G “Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions”, dated July 7, 2014, (5310 Circular) and any later revision thereto, applies to any PROJECT funded by the 5310 Program.
 - B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for recipients or as subrecipients. FTA Circular 9040.1G “Formula Grants for Rural Areas: Program Guidance and Application Instructions”, dated October 24, 2014, (5311 Circular) and any later revision thereto applies to any PROJECT funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this Agreement, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
 - C. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to fund to eligible agencies the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. FTA Circular 5100.1 “Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto applies to any PROJECT funded by the 5339 Program.
2. This Agreement is subject to the Fixing America’s Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (<https://www.transit.dot.gov/FAST>).
3. This Agreement is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA, which includes:
 - A. USDOT Master Agreement (23), dated October 1, 2016, (USDOT Master Agreement) and any later revision thereto.
 - B. FTA Circular 4220.1F, “Third-Party Contracting Guidance,” November 1, 2008, (Third-Party Contracting Circular) and any later revision thereto.

- C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", dated October 1, 2012, (Title VI Circular) and any later revision thereto.
 - D. FTA Circular 5010.1D, "Grant Management Requirements" dated November 1, 2008, and revised August 27, 2012, (Grant Management Circular) and any later revision thereto.
 - E. FTA Project and Construction Management Guidelines, as updated July 2011, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
 - F. Fiscal Year 2017 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements, as published December 20, 2016.
4. This Agreement is governed by the Caltrans State Management Plan (SMP), dated February 6, 2015, which is available at the Department of Transportation, Division of Rail and Mass Transportation's website (<http://www.dot.ca.gov/rail/docs/smp.update.2015.pdf>). If this PROJECT is funded from the 5339 Program, it is instead governed by State Management Plan FTA Section 5339 Program, dated July 2016, which is available at <http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/5339/5339.smp.final.2016-07-29.pdf>.
 5. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
 6. The CONTRACTOR's application for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for PROJECT approval. The purpose of this Agreement is to implement the approved PROJECT.
 7. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the CONTRACTOR's application for federal assistance, which is on file with the STATE.
 8. The CONTRACTOR agrees to complete the defined PROJECT described in the grant application, which adopts all of the terms and conditions of this Agreement.
 9. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
 10. Transportation services under this Agreement shall be provided for a minimum of 20 hours per week.
 11. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this Agreement is executed. In the event that funds are not appropriated for the purpose of this Agreement in an amount sufficient to allow the encumbrance of grant funds in accordance with this paragraph, the parties agree that this Agreement will terminate at the end of the fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this Agreement shall remain in effect until the PROJECT is completed under the terms of this Agreement. Upon closeout of this Agreement, any unreimbursed funds will revert as described in Exhibit B and no further invoices shall be paid to CONTRACTOR.
 12. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for PROJECT cannot be carried over more than one (1) year by the CONTRACTOR.
 13. Invoices may be submitted no more frequently than once per month for the PROJECT.

14. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
15. Invoices shall meet all the requirements of this Agreement, be itemized in a manner consistent with the budget for PROJECT found in the PROJECT application, and be submitted through the STATE's BlackCat Grants system. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Exhibit B), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
16. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons", which are exempt from sales tax under Revenue and Taxation Code Section 6369.4.
17. Only work performed or goods or services received that fall on or between the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates of work, services or receipt of goods.
18. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
 - A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA.
 - B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA.
19. Direct and Indirect Costs.
 - A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities must be adequately supported with proper documentation.
 - B. For Public Agencies only in all programs besides the 5310 Program, indirect costs may approved for reimbursement at the discretion of the STATE and Program Manager. Indirect costs must be supported

by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Audits and Investigations Office prior to submitting any invoices for payment for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.

- C. Under no circumstances are any indirect costs an allowable expense for a 5310 Program PROJECT.
20. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this Agreement shall be made on a reimbursement basis and in arrears only for actual eligible costs.
 21. Incomplete or disputed invoices shall be returned to CONTRACTOR, unpaid. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
 22. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share.
 23. Final invoice shall be submitted to the STATE no later than ninety (90) days after the expiration of this Agreement. In no case, shall a final invoice be submitted after the date specified in Exhibit A.
 24. Project Closeout.
 - A. For discretionary programs, such as 5310 Program, 5311(f) Subprogram and 5339 Program, any remaining balance/cost savings will be returned to STATE. For formula programs, such as 5311 Program (except for projects funded from 5311(f) Subprogram), CONTRACTOR agrees that once PROJECT is complete, any outstanding balance will be returned to the STATE for statewide redistribution or reallocation per FSTIP requirements, unless CONTRACTOR requests otherwise in writing at time of final invoice.
 - B. Upon successful completion of the PROJECT or upon termination by STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
 25. The parties agree that only the following section(s) of Exhibit B that have a mark ("X") opposite to the transportation services category (hereafter called the PROJECT) shall apply to this Agreement.

X

A. Operating Assistance (5310)

1. Operating assistance costs eligible for reimbursement under this Agreement are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A of this Agreement and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A.
4. The PROJECT period for which transit operational expenses are eligible for reimbursement under this Agreement is the Performance Period as specified in Exhibit A.
5. If the PROJECT includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.



B. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to non-profit and public agencies without prejudice. Purchase order requirements are further detailed in Exhibit D. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.
2. The CONTRACTOR's scope of work shall be as described in Exhibit A and the CONTRACTOR's application for federal assistance, which is on file with the STATE.
3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.
4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).
5. The STATE shall order Vehicles for all Non-Profit Agencies from a STATE-approved Contract.
6. Public Agencies may purchase Vehicles using any one of the following three methods.
 - a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in Paragraph 8 shall apply.
 - b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
 - c. CONTRACTOR may purchase vehicles through its own procurement procedures. Public Agencies that procure vehicles in this way must receive prior written authorization from the STATE.
7. Whenever a Public Agency chooses to procure its own vehicles, whether from a State-approved Contract or through its own procurement procedures, the following provisions are applicable.
 - a. CONTRACTOR shall obtain STATE's approval of the procurement prior to ordering a vehicle.
 - b. CONTRACTOR shall purchase vehicles in full from the vendor.
 - c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle delivery is accepted by the STATE.
 - d. Such requests shall be submitted to the STATE through its BlackCat Grants system.
 - e. Any such Vehicle procurement shall:
 - i. Be consistent with the approved bid award listed in Exhibit A, Scope of Work.
 - ii. Designate that the CONTRACTOR is to be the sole registered owner of any vehicles(s) acquired.
 - iii. Designate Caltrans Division of Rail and Mass Transportation as the lien holder on the Department of Motor Vehicles Certificate of Title.
 - iv. Include a reference to the STATE's contract number assigned to this Agreement.
8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a Vehicle.
 - a. CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into the designated Bank of America account, unless Transportation Credits (Toll Credits) have been authorized by the STATE. No further billing or payment is required of the CONTRACTOR.
 - b. The Bank of America deposit shall be made within 90 days after signing this Agreement. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE upon execution of this Agreement.

- c. PROJECT equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's local match has been verified by the STATE.
 - d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the local match, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with Bank of America.
 - e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation, other than DOT programs, or from Department of Transportation (DOT) Federal Lands Highway Program.
9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.
10. Bid Proposal Approval for Other Equipment. No award shall be made without written approval from the STATE prior to purchase. The CONTRACTOR shall submit the following documents for approval to the STATE in advance of the proposed award.
 - a. Solicitation document detailing the specifications of the PROJECT for purchase.
 - b. At least three (3) competitive like-kind bids using the same specifications indicated in the solicitation document.
 - c. A listing of all bids, proposals, or price quotations, which includes an analysis of all bids received detailing comparison information.
 - d. Disadvantaged Business Enterprise (DBE) Awards/Commitments form.
 - e. An explanation for the basis for selecting the proposed vendor(s) and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, the CONTRACTOR shall include a statement certifying that the price is fair and reasonable and the justification for the single-bid determination per the Third-Party Contracting Circular.
11. Purchase of Other Equipment. After receiving written approval from the STATE, CONTRACTOR shall purchase approved PROJECT equipment within three months of Agreement execution, or, for purchasing on-board equipment, within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Exhibit C. Upon receiving documentation outlined in Exhibit B and the Disadvantaged Business Enterprise (DBE) Actual Payment Form, the STATE will reimburse the CONTRACTOR the Federal Share in arrears.
12. Evidence of Insurance. Before delivery of the PROJECT vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.



C. Mobility Management (5310)

1. The CONTRACTOR's Scope of Work is summarized in Exhibit A of this Agreement.
2. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the grant application, which is on file with the STATE and which is subject to all of the terms and conditions of this Agreement.
3. All Mobility Management projects require a Detailed Implementation Plan as a part of the project application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this Agreement at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.
4. Invoices for all Mobility Management projects shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.



D. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment. The CONTRACTOR will submit an abbreviated Application containing the following information.
 - a. Project Description and Justification for Funding Request (Replacement or Expansion);
 - b. Proposed Service and Operating Plan (including map of service area);
 - c. Existing Transportation Services (current fleet);
 - d. Proposed Transportation Services; and
 - e. Signed Certifications and Assurances
2. The CONTRACTOR's abbreviated Application, as attached, is incorporated herein and is made part of this Agreement. In the event the CONTRACTOR's abbreviated Application is in conflict with any terms or conditions of this Agreement, this Agreement shall supersede the CONTRACTOR's abbreviated Application.
3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this Agreement and the CONTRACTOR's abbreviated Application for Federal assistance which is on file with the STATE and which is hereby expressly incorporated into this Agreement.
4. The CONTRACTOR shall use the PROJECT at all times exclusively and in conformity with the project description for as long as the equipment is needed for the PROJECT.
5. Vehicles may not be transferred without prior written approval from STATE.
6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Exhibit C is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this Agreement and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this Agreement, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.
2. Budget Contingency Clause.
 - A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with Federal Transportation Funding Law.
 - B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this Agreement and CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
 - C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.
3. Prompt Payment and Return of Retainage.
 - A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If payment is not made within the 45 calendar-day limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
 - B. Unless the approved project is for Construction, the CONTRACTOR shall not hold retainage (withhold retention) from any subcontractor. The STATE shall not hold retainage (i.e. withhold retention) from any CONTRACTOR.
 - C. If a dispute arises regarding Construction projects only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
 - D. The CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction project only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.
4. Approval.
 - A. Except as provided herein, this Agreement is of no force or effect until signed by both parties and approved by the STATE.

- B. The STATE reserves the right to sign and approve the Agreement provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
 - C. It is mutually understood between the parties that this Agreement, for the mutual benefit of both parties, may have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
 - D. This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
 - E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - F. State Law. This Agreement shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. In the event that any provision of this Agreement requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining Agreement provisions shall not be affected. The unenforceable provision(s) shall be renegotiated by the CONTRACTOR and STATE for mutually agreed appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.
 - G. No issuance of a Standard Agreement or amendments will be provided until proof that the project has been programmed and is in an approved FSTIP has been received by the STATE.
5. Enforcement/Remedies for Non-Compliance. If a CONTRACTOR materially fails to comply with any term of this Agreement, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
- A. Disallow or temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
 - C. Withhold future awards to the CONTRACTOR for the program.
 - D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
 - E. Take any other remedies that may be legally available.
6. Timeliness. Time is of the essence in this Agreement. CONTRACTOR shall return the signed Agreement to the STATE within 90 calendar days after mailing. In the event this Agreement is not signed and returned within 90 days of mailing, the PROJECT identified in Exhibit A of this Agreement may be withdrawn and cancelled at the discretion of the STATE.
7. Amendment. No amendment or alteration of the terms of this Agreement shall be valid unless submitted in writing, signed by the parties and approved as required. This Agreement may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment

must be made in writing to the Program Manager at least two months before the Agreement Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR within 90 calendar days of issuance. If CONTRACTOR does not sign and return the Amendment within 90 days of issuance, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
9. Assignment. This Agreement is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
11. Antitrust Claims. The CONTRACTOR by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
 - A. GC Sections 4550 through 4554 regarding antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
 2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BCP Chapter 2 (commencing with Section 16700) of Part 2 of Division 7, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
 - C. Per GC Section 4553., if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.
12. Child Support Compliance Act. For any Agreement in excess of \$100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
 - A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement,

including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

- B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Unenforceable Provision. In the event that any provision of this Agreement is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
13. Priority Hiring Considerations. If this Agreement includes services in excess of \$200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under the California Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
14. State Management Plan (SMP). The STATE is designated by the Governor to administer the FTA Federal Transit grant programs in California. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this Agreement, the Agreement shall govern.
15. Annual Certification and Assurances. As requested by the STATE, the CONTRACTOR must complete and submit to the STATE the annual FTA Certifications and Assurances for Federal Transit Administration Assistance Programs, Certifications and Assurances Checklist and Signature Page to be provided by STATE.
16. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.
17. U.S. Flag Requirements.
- A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
 - B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act" "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
 - C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.
18. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures specified for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

19. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.
20. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.
21. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this Agreement and all subcontracts.
22. Examination of Records. The STATE, the STATE'S Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this Agreement for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.
23. Examination of Accounting. The CONTRACTOR'S accounting system and billing procedures are subject to audit by STATE prior to contract award, and accounting records pertaining to work performed and costs billed to STATE are subject to audit for a period of three (3) years after date of final payment under this Agreement. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit verification of the validity of costs charged to STATE, the CONTRACTOR will be liable for reimbursement to STATE of all unsubstantiated billings.
24. Reporting Forms. The CONTRACTOR shall furnish STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by STATE.
25. Debarment and Suspension. The CONTRACTOR agrees as follows:
 - A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
 - B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (<https://www.sam.gov>) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.

- C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of \$25,000 or more.

26. Compliance with Federal Statutes. During the performance of this Agreement, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
 - B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 *et seq.*, (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - 3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this Agreement and the Regulations relative to Civil Rights.

- D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
1. Prepare and submit a Title VI Program.
 2. Establish and maintain a Title VI complaint procedures.
 3. Record Title VI investigations, complaints, and lawsuits.
 4. Provide meaningful access to Limited English Proficient Persons.
 5. Notify beneficiaries of protection under Title VI.
 6. Provide additional information upon request.
 7. Provide an Annual Title VI Certification and Assurance.
 8. Guidance on conducting an Analysis of Construction projects.
 9. Guidance on promoting Inclusive Public Participation.
 10. Report minority representation on transit related Planning and Advisory Bodies.
- E. The following requirements only apply to those providers of public transportation that both operate fixed route service and demand response service. The following requirements do not apply to those providers of public transportation that only operate demand response service. Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service. The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT:
1. Service standards
 - a. Vehicle load for each mode
 - b. Vehicle headway for each mode
 - c. On-time performance for each mode
 - d. Service available for each mode
 2. Service policies
 - a. Transit Amenities for each mode
 - b. Vehicle Assignment for each mode
- F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular.
1. Title VI Notice to the Public, including a list of locations where the notice is posted
 2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint
 3. Title VI Complaint Form used by the CONTRACTOR
 4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR
 5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission
 6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance
 7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
 8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
 9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.
- G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this Agreement, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies, and/or
 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
27. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to:
- A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and shall cooperate with STATE with regard to maximum utilization of DBEs, using its best efforts to ensure that DBEs shall have the maximum opportunity to compete for sub contractual work under this Agreement.
 - B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this Agreement is executed.
 - C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities; commitments, awards, and actual payments.
 - D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without prior written approval of the STATE. A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort should be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g).
 - E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 *et seq.*).
 - F. The CONTRACTOR and their subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractor also comply with these requirements.
28. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49 CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act

of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

29. Special Section 5333(b) Warranty for 5311 Program and 5339 Program. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit E of this Agreement. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.
30. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work:
 - A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and subcontractor must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
 - B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
31. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.
32. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42, USC Section 6321 *et seq.*
33. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for these funds obtained as a consequence of this Agreement.
34. Conflict of Interest.
 - A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
 - B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

- C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:
 - 1. Using an official position for private gain;
 - 2. Giving preferential treatment to any particular person;
 - 3. Losing independence or impartiality; and/or
 - 4. Adversely affecting the confidence of the public or local officials in the integrity of the program.
- E. Former STATE employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.
- F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractor, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to STATE of such interest, the STATE, may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.
- G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof."
- H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

35. Lobbying.

- A. if the CONTRACTOR'S PROJECT exceeds \$100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

- C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed \$100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

36. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

37. Drug-Free Workplace. The CONTRACTOR certifies by signing this Agreement that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 *et seq.* The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

38. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter

service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this Agreement, and any violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

39. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will: (1) engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323 (f) and implementing regulations, and (2) comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this Agreement may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.
40. Use of \$1 Coins. As applicable, and to comply with Section 104 of the Presidential \$1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing \$1 coins.
41. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.
42. Termination Clauses.
- A. Termination for Convenience. When it is in the STATE'S best interest, the STATE reserves the right to terminate this Agreement, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
- B. Termination for Default.
1. The STATE may terminate this Agreement upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this Agreement, has not billed for operating assistance funds within twelve (12) months of execution of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this Agreement. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this Agreement to the STATE's satisfaction, the STATE shall have the right to terminate the Agreement without any further obligation to the CONTRACTOR. Any such

termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.

2. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the project description in Exhibit A of this Agreement, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR'S corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE'S satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Once a contract has been terminated within the provisions of this section, the STATE reserves the right to seize vehicles or equipment procured under this Agreement.
 3. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds \$5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this Agreement. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
 4. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others.
- C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
- D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.
43. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this Agreement informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this Agreement or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE authorized representative's determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

44. Procurement.

- A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
- B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
- C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
- D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, including, but not limited to, the following provisions apply to all procurements:
 1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
 2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
 3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
 4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
 5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
 6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
 7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
 8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.

9. In subcontracts exceeding \$100,000, to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 *et seq.* and federal Clean Water Act, as amended, 33 USC Section 1251 *et seq.* CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.
10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512 note, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR'S failure to comply with all mandates shall constitute a material breach of this Agreement.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
 - a. CONTRACTOR's failure to have or follow its own protest procedures.
 - b. CONTRACTOR's failure to review a complaint or protest.
 - c. Violations of federal or state law or regulation.

18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
- a. Davis Bacon Act (contracts over \$2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding \$2,000.00 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of \$2,000.00 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
 - b. Bonding. For contracts or subagreements exceeding \$100,000.00, the following bonding requirements must be included:
 - i. Bid guarantee from each CONTRACTOR equivalent to five (5%) percent of the bid price
 - ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
 - iii. Payment bond in the amount of either (1) 50% of the contract price if the contract price is not more than \$1 million dollars, or (2) 40% of the contract price if the contract price is more than \$1 million
 - c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding \$100,000.00 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.
19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed by a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.

45. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the contract. No award shall be made without the written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
- A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
 - B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publically advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected

vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids (if any). In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.

- C. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
- D. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

46. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement. In the event any portion, term, condition or provision of this Agreement should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.
47. Incorporation of FTA Terms. The provisions in this Agreement include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the Agreement. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.
48. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.
49. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.
50. Useful Life Standard. In accordance with the Grant Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the BlackCat Grants system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into

active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Chief, as applicable, if either factor is less than the value shown herein.

<u>TYPE OF EQUIPMENT</u>	<u>USEFUL LIFE STANDARD</u>
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311 Only)	10 years
Bus Shelters (5311 Only)	10 years
Building Structures (5311 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

51. Property Ownership and Relinquishment.

- A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this Agreement is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
- B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
 1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this Agreement to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
 2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
 3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.

4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

52. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

53. Insurance.

- A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
- B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) day notice to the CONTRACTOR.
- C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
- D. The STATE, its officers, employees, and agents shall be named as additional insured.
- E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
- F. The STATE will not be responsible for any premiums or assessments on the policy.
- G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
- H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.
- I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.
- J. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars (\$1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars (\$5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California,

Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

- K. Non-Profit Agencies: The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars (\$1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
 2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars (\$1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars (\$1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
 3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

54. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

55. Potential Subcontractors.

- A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this Agreement or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR'S obligation to pay its third-party contractors is an independent obligation from the STATE'S obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.
- B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA.
- C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party

agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

- D. **Obligations on Behalf of the STATE.** The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.
- E. **STATE Approval of All Third-Party Contracts.** The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of the Agreement prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

56. **Narrowband Migration.** The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

57. **Indemnification.** Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this Agreement. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on its behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Exhibit B, and include a reference to the STATE's contract number as assigned to this Agreement.
2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests shall be submitted through the BlackCat Grants system.
3. Release of Title. As long as STATE is lien holder of the vehicle, CONTRACTOR is obligated to provide required periodic reporting described in Exhibit D, even if the ULS for the PROJECT has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all of the steps in the disposition process described in the preceding regarding Disposition have been completed. Upon completion of the disposition process, the STATE shall make a determination as to whether the ULS has been achieved. Useful Life requirements are enumerated in Exhibit C of this Agreement. The STATE has the discretion to base its determination upon either PROJECT mileage, PROJECT age or a combination of both. Upon determining that the ULS has been achieved, the STATE shall release title to the CONTRACTOR. Upon release of title to CONTRACTOR, the CONTRACTOR shall keep the PROJECT or alternatively, the proceeds from the sale of the PROJECT, in its public transportation program.
4. Complementary Paratransit Service. The CONTRACTOR, providing complementary paratransit service, certifies that they have submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and have provided the STATE annual updates to its plan each year, as required by 49 CFR Part 37 Section 139(j).
5. Reporting Requirements. Upon request by the STATE, the CONTRACTOR must submit the following reports (Failure to meet these requirements may result in withholding of all invoice payments and may be grounds for PROJECT termination):
 - A. 5311 Program and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR shall submit their data to Caltrans (Department) in a timely manner annually, per due dates as directed by the Department NTD annual reporting is required by FTA.
 - B. 5311 Program Operating Assistance projects: Drug and Alcohol Management Information System (MIS) Reporting. CONTRACTOR shall submit their Drug and Alcohol MIS data annually, as required by FTA.
 - C. Milestone Reporting.
 1. Bi-Annual Reporting (Capital and Mobility Management Projects). The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage or its progress of the mobility management activities within thirty (30) calendar days after the close of each federal reporting period. The federal reporting periods are: 1) October 1 through March 31; and 2) April 1 through September 30. Bi-Annual reports are due no later than April 30, and October 30 of each calendar year.
 2. Annual Reporting (Operating Assistance Projects). The CONTRACTOR shall submit an annual report of progress made on the PROJECT by no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

- D. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S. C. 6101. If requested to do so by STATE, CONTRACTOR shall submit required information to allow STATE to fulfill its reporting requirements under FFATA.
 - E. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be on a form to be provided by the STATE. For 5310 Program, the report shall include narrative on and PROJECT outcomes and how program performance measures have been met by this PROJECT for the target group as referenced in the CONTRACTOR's application.
6. Liability Insurance. In addition to Exhibit C "Insurance", the following provisions shall also apply:
- A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
 - B. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
 - C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
 - D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
 - E. Public Agency or For-Profit CONTRACTORS. The following terms apply to all CONTRACTORS who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:
 - i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products liability completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$15,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$15,000,000 or \$25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 - b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
 - F. Non-Profit Agencies. The following terms apply to all CONTRACTORS who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
 - 1. Commercial General Liability.
 - a. The limits of liability shall be at least:

- i. \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
 - ii. \$2,000,000 aggregate for products completed operations.
 - iii. \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this Agreement.
 - iv. \$5,000,000 umbrella or excess liability. For PROJECTs over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
- b. The STATE, including their officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this Agreement.
 - c. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer 565-1928

Supervisorial District(s):

4

Title: Land Conservation Act Contract Replacement; Shelton-Mackenzie Land, LLC

Recommended Actions:

Adopt a resolution to approve the requested Prime Land Conservation Act contract replacements and attached Land Conservation Plans for two parcels, 11.86 acres and 10.84 acres in size, located at 421 West North Street, Healdsburg; APNs 089-140-019 -020, -021, and -022; Permit Sonoma File No. PLP17-0016; Supervisorial District 4.

Executive Summary:

This is a request to execute two new Prime Land Conservation Act contracts on two separate parcels, 11.86 acres and 10.84 acres in size, as a condition of a previously approved Lot Line Adjustment (LLA14-0029). This action would rescind the original Prime contract and replace it with two new Prime contracts. Each parcel is already located within the boundaries of Agricultural Preserve Area (1-289) and therefore creation of a new, or modification of an existing Agricultural Preserve Area is not required. Land Conservation Act contracts assists in the preservation of agricultural land throughout Sonoma County. In exchange for retaining land in agricultural production, the landowner receives reduced property taxes.

Discussion:

Shelton-Mackenzie Land, LLC seeks approval of replacement Prime Land Conservation Act contracts for two parcels, 11.86 acres in size (Lot A) and 10.84 acres in size (Lot B), as a condition of a previously approved Lot Line Adjustment (file no. LLA14-0029, Resolution No. 15-0078). The recorded Lot Line Adjustment involved four separate legal parcels with approved Administrative Certificates of Compliance (ACC). In 2013, the County initiated non-renewal of the Land Conservation contract for two of the ACC parcels that did not conform to the 10-acre minimum parcel size requirement for the existing Prime (Type I) Land Conservation Act contract (OR #1972-057413). The Lot Line Adjustment resulted in merging the non-renewal parcels (APNs 089-140-021 and -022) with the parcels that remained under contract (APNs 089-140-019 and -020). Shelton-Mackenzie Land, LLC is now filing for replacement contracts to coincide with the new property line boundaries. The subject sites are located in Dry Creek

Valley, on the western edge of Healdsburg city limits. This request involves two legal parcels that comprise of four Assessor Parcel Numbers: Lot A consists of APN 089-140-019 and -021 (11.86 acres); Lot B consists of APN 089-140-020 and -022 (10.84 acres). The subject sites are zoned LIA (Land Intensive Agriculture) B6-20 acre density, with combining districts Z (Accessory Unit Exclusion), SR (Scenic Resources), and VOH (Valley Oak Habitat).

As part of the Board of Supervisors' December 2011 update of the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* ("Uniform Rules") the Board eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject 11.86 acre (Lot A) and 10.84 acre (Lot B) parcels are within the boundaries of established Agricultural Preserve Area Number 1-289.

Also, as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is incorporated into a Land Conservation (Williamson) Act Contract. Land Conservation Plans show locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of Permit Sonoma and recorded on title of the subject parcel.

The two legal parcels each qualify for a new Prime contract as described in the attached resolution.

Staff Recommendation:

Staff recommends the Board approve the request to replace the existing contract with two new prime contracts to reflect the adjusted boundaries of the subject 11.86 acre (Lot A) and 10.84 acre (Lot B) parcels because all the state and local requirements for the replacement Prime Land Conservation Act Contract for the two parcels have been met.

Prior Board Actions:

- a. On December 13, 2011, the Board approved the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Resolution No. 11-0678).
- b. On March 10, 2015 the Board approved Lot Line Adjustment file no. LLA14-0029 (Resolution No. 15-0078)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Agricultural Preserves and Land Conservation Act Contracts support agriculture and agribusiness by assisting in the preservation of agricultural land through the incentive of reduced property taxes in exchange for retaining the land in agricultural production.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Approval of the Land Conservation Act Contract means that the owner will pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County's share of property tax revenue for each parcel under a Land Conservation Act Contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor's Office. For this particular replacement contract, the Assessor estimates there will be no change in property assessment value.</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:			
Draft Board of Supervisors Resolution Attachment A: Site Plan for Lot A Attachment B: Site Plan for Lot B			

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

For Lot A: Land Conservation Act Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).

For Lot B: Land Conservation Act Contract with attached Exhibit C (legal description) and Exhibit D (Land Conservation Plan with attached Site Plan).



County of Sonoma
State of California

Date: October 16, 2018

Item Number: _____

Resolution Number: _____

PLP17-0016 Hannah Spencer



4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By Shelton-Mackenzie Land, LLC, To Rescind The Original Contract And Replace It With Two New Land Conservation Act Contracts And Attached Land Conservation Plans; And Authorize The Chair To Execute The New Land Conservation Act Contracts And Land Conservation Plans For Prime Agricultural Land, Located At 421 West North Street, Healdsburg; APNs 089-140-019 and -021 (Lot A) and APNs 089-140-019 and -022 (Lot B).

Whereas, a request has been made by the property owner, Shelton-Mackenzie Land, LLC, to authorize the Chair to rescind the original contract and replace it with two new Land Conservation Act Contracts and attached Land Conservation Plans, for prime agricultural land, located at 421 West North Street, Healdsburg; APNs 089-140-019 and -021 (Lot A) and APNs 089-140-020 and -022 (Lot B); Permit Sonoma File No. PLP17-0016; Supervisorial District 4; and,

Whereas, in 1972 the subject parcels were entered into a single Prime (Type I) Land Conservation Act contract for vineyard (OR #1972-057413); and,

Whereas, a condition of the previously approved Lot Line Adjustment (Permit Sonoma file no. LLA14-0029), required Shelton-Mackenzie Land, LLC to file for two replacement contracts to coincide with the new property line boundaries; and,

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones (Uniform Rules)* (Resolution No. 11-0678); and,

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Act Contract form, which now incorporates two Land Conservation Plans identifying the various uses of the contracted lands. Future changes to identified land uses require amendment of the Land Conservation Plans. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of Permit Sonoma to approve amendments to executed Land Conservation Plans; and,

Whereas, the Board of Supervisors finds that the 11.86 acre parcel (Lot A) and 10.84 acre parcel (Lot B) will meet the requirements for a replacement Prime (Type I) Land Conservation Act Contract.

Now, Therefore, Be It Resolved, that the Board of Supervisors makes the following specific findings concerning the requirements for two new Prime (Type I) Land Conservation Act Contracts (“Contract”):

1. Land is within an Agricultural Preserve: The 11.86 acre parcel (Lot A) and 10.84 acre parcel (Lot B) are located within Agricultural Preserve Area no. 1-289.
2. Minimum Parcel Size: The land must be at least 10 acres in size for a Prime Land Conservation Act Contract. The 11.86 acre parcel (Lot A) and 10.84 acre parcel (Lot B) each exceed the minimum parcel size requirement.
3. Agricultural Use Requirement: A minimum of 50 percent of the land is required to be continuously used or maintained for agricultural uses, open space uses, or a combination of agricultural and open space uses. Lot A is 11.86 acres in size and Lot B is 10.84 acres in size. More than 50% of each lot is planted in permanent crop as approximately 80% of Lot A (10.1 acres) is planted in vineyard and approximately 67% of Lot B (7.31 acres) is planted in vineyard.
4. Single Legal Parcel Requirement (per contract): The subject parcels are separate legal parcels. One replacement contract is proposed for Lot A, which consists of APN 089-140-019 and -021 (11.86 acres). One replacement contract is proposed for Lot B, which consists of APN 089-140-020 and -022 (10.84 acres).
5. Minimum Income Requirement: For Prime contracts, the minimum gross annual income requirement is \$1,000.00 per planted acre of permanent crop. For the past four years, the vineyard on Lot A has generated an average income of \$63,043.00 per year and, the vineyard on Lot B has generated \$52,420.00 per year; resulting in an average income of \$6,241.00 per acre per year for Lot A and \$7,171.00 per acre per year for Lot B. Thus, the vineyard on each parcel exceeds the minimum income requirement.
6. Compatible Uses for Agricultural Land: Compatible uses of the land must be listed in the Uniform Rules as compatible uses and collectively, cannot occupy more than 15 percent or 5 acres of the total parcel size, whichever is less, excluding public roads, private access roads, and driveways. For the subject parcels, the 15% threshold would apply. The compatible uses on Lot A consist of two sheds and an agricultural equipment storage area. The total compatible use area for Lot A is approximately 1,000 square feet (.02 acres), which is than 1% of the property. Lot B does not contain any structures. Thus, neither parcel exceeds the 15% compatible use area threshold.

Be It Further Resolved, that the Board of Supervisors hereby grants the request by Shelton-Mackenzie Land, LLC to mutually rescind and replace a Prime (Type I) Land Conservation Act contract with a new Prime (Type I) Land Conservation Act contract on an 11.86 acre parcel (Lot A) and a new Prime (Type I) Land Conservation Act contract on a 10.84 acre parcel (Lot B) within an existing Agricultural Preserve (1-289), and authorize the Chair of the Board to sign the new Prime (Type I) Land Conservation Act Contracts for APNs 089-140-019 and 021 (Lot A) and APNs 089-140-020 and -022 (Lot B).

Be It Further Resolved, that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2018 (1) this Resolution and Attachments A and B (the associated Land Conservation Act Contracts and attached Land Conservation Plans) with the Office of the Sonoma County Recorder.

Be It Further Resolved, that the Board of Supervisors finds that the project described in this Resolution is exempt from the requirements of the California Environmental Quality Act by virtue of Section 15317 Class 17 of Title 14 of the California Code of Regulations (CEQA Guidelines) in that the project is within an established Agricultural Preserve and is a replacement of a Land Conservation Act Contract.

Be It Further Resolved, that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract and Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

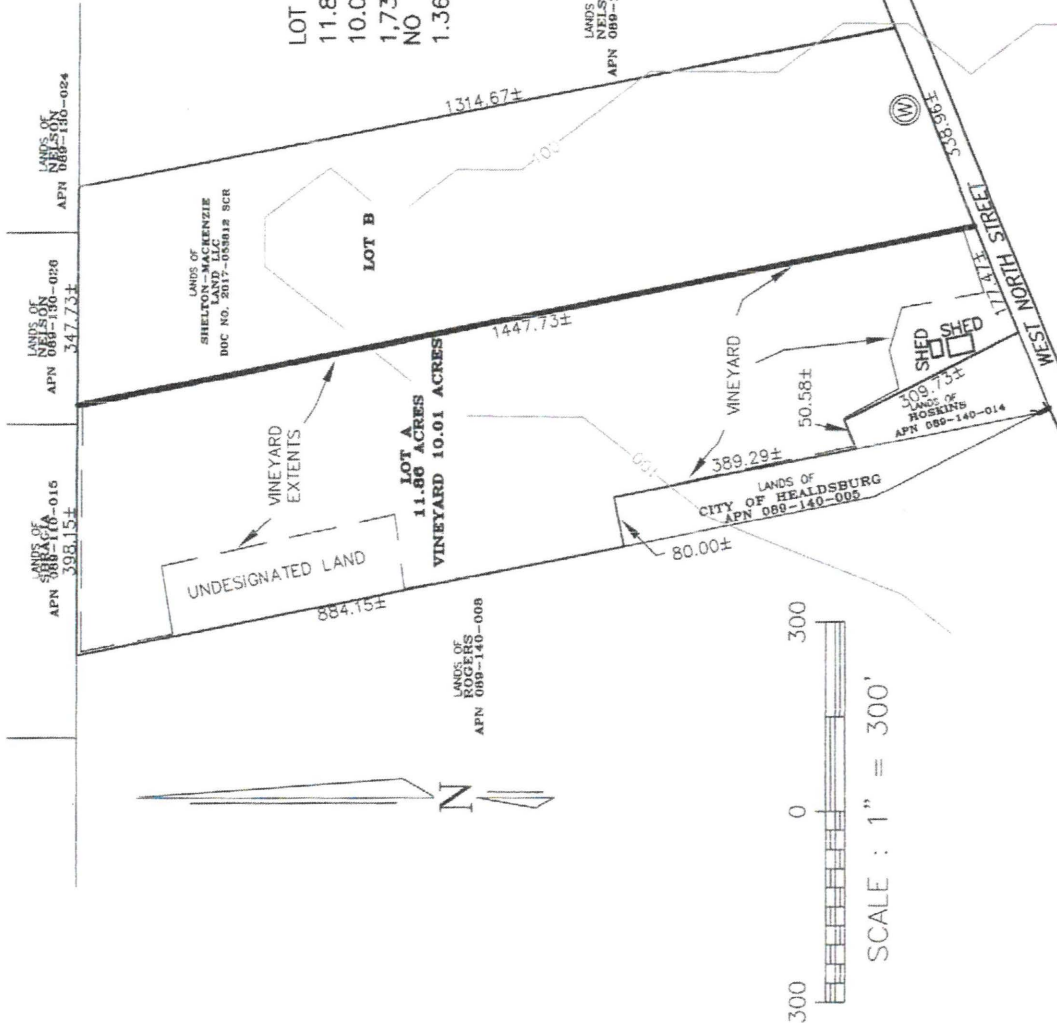
Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.

" THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY"
 ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION



LOT A
 11.86 ACRES IN SIZE
 10.01 ACRES IN VINEYARD
 1,738.14 SQ. FT IN COMPATIBLE USES
 NO FUTURE PLANNED CONSTRUCTION
 1.36 ACRES ARE UNDESIGNATED LAND

LEGEND

- EXISTING PARCEL LINES
- NEW LOT LINE LLA14-0029
- VINEYARD EXTENTS
- WELL
- SONOMA COUNTY RECORDS

SITE MAP PIP17-0016

FOR A REPLACEMENT
 LAND CONSERVATION CONTRACT LOT A
 SHELTON-MACKENZIE LAND LLC
 AS DESCRIBED IN DOCUMENT NUMBER
 2017-053811, SONOMA COUNTY RECORDS
 LOCATED IN SECTION 21, T 9 N, R 9 W, M.D.M.
 SOTOYOME RANCHO

COUNTY OF SONOMA · STATE OF CALIFORNIA
 SCALE: 1" = 300'
 JUNE, 2018

CURTIS & ASSOCIATES
 805 HEALDSBURG AVE. · HEALDSBURG, CA, 95448 · (707)433-4606
 A.P.N. 089-140-019, 089-140-021 SHEET 1 OF 1 14-018

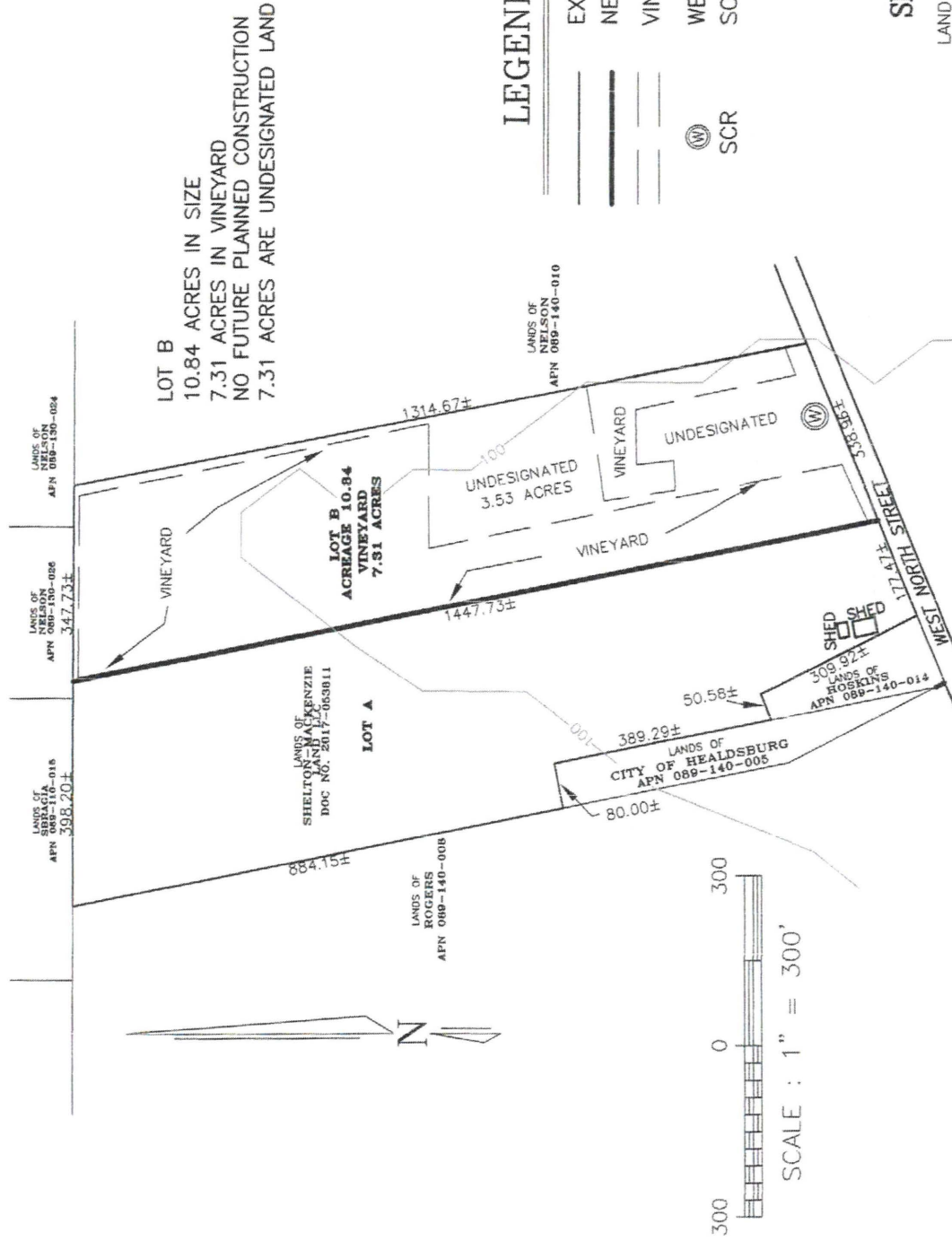


Brian A Curtis 6/22/18

BRIAN ALAN CURTIS, P.L.S. 8485
 EXP. 12/31/18

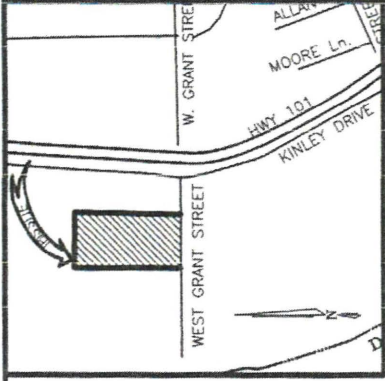
ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

" THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY"
 ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION



LOT B
 10.84 ACRES IN SIZE
 7.31 ACRES IN VINEYARD
 NO FUTURE PLANNED CONSTRUCTION
 7.31 ACRES ARE UNDESIGNATED LAND

VICINITY
 N.T.S.



LEGEND

- EXISTING PARCEL LINES
- NEW LOT LINE LLA14-0029
- VINEYARD EXTENTS
- WELL
- SONOMA COUNTY RECORDS

SITE MAP P1P17-0016

FOR A REPLACEMENT
 LAND CONSERVATION CONTRACT LOT B
 SHELTON-MACKENZIE LAND LLC
 AS DESCRIBED IN DOCUMENT NUMBER
 2017-053812, SONOMA COUNTY RECORDS
 LOCATED IN SECTION 21, T 9 N ~ R 9 W, M.D.M.
 SOTOYOME RANCHO

COUNTY OF SONOMA · STATE OF CALIFORNIA
 SCALE: 1" = 300'
 JUNE, 2018

CURTIS & ASSOCIATES
 805 HEALDSBURG AVE. · HEALDSBURG, CA 95448 · (707)433-4608
 A.P.N. 089-140-020, 089-140-022 SHEET 1 OF 1 14-019



Brian A Curtis 6/22/18

BRIAN ALAN CURTIS, P.L.S. 8485
 EXP. 12/31/18

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

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Johannes J. Hoevertsz, 707 565-2231

Supervisorial District(s):

First and Fourth

Title: 2018 Hazard Tree Removal Project – Road Right-of-Way Trees, Project # M11719

Recommended Actions:

1. Approve the plans and specifications for 2018 Hazard Tree Removal Project – Public Trees M11719.
2. Award contract to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$1,099,825, plus a 10% contingency, and authorize the Chair to execute construction contract M11719.

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 – Road Right-of-Way Trees. The project includes removal of approximately 560 fire-damaged trees, stump grinding approximately 15 tree stumps, pruning limbs on approximately 6 fire-damaged trees, and disposing of previously felled trees that have been staged at the closed airport landfill site. Trees to be removed or pruned for this project are those located within the public right-of-way, which were identified as “extreme” or “high” risk to public safety.

Discussion:

Following the October 2017 wildfires, the County of Sonoma hired a professional arborist consultant to evaluate the health of fire-damaged trees along approximately 90 miles of roads in burned areas of Sonoma County. County crews and contractors removed trees along roads that posed an imminent threat to road users. The remaining trees in burned areas were assessed to determine the potential of failure based on the damage incurred, and the subsequent risk they posed to public safety if they were to fail into the public roadway. Trees identified as a risk to public safety were inventoried with GPS coordinates, tagged with a small metal plate, and categorized as presenting an “Extreme,” “High,” or “Moderate” risk of failing within a year timeframe.

This contract is for the removal of “Extreme” and “High” risk trees within the public right-of-way. TPW will be returning to the Board for approval of a separate contract for removal of “Extreme” and “High” risk trees on private land that impact the public right-of-way, the scope of which will be dependent upon TPW’s receipt of executed right-of-entry permits from property owners.

TPW is seeking reimbursement from the Federal Emergency Management Agency (FEMA) for the project costs. The project is being undertaken to remove trees in the County road right-of-way 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. TPW is anticipating this project will be reimbursed by FEMA at 90%, and an additional 7.5% by the California Office of Emergency Services (CalOES).

TPW recommends the Board approve the plans and specifications for the 2018 Hazard Tree Removal Project – Public Trees, M11719. TPW also recommends award of the contract to low bidder, Richard Smith, doing business as Bay Area Tree Specialists, in the amount of \$1,099,825, plus a 10% contingency.

The Project was advertised for bids from August 14, 2018 to September 4, 2018. Bids were opened on September 4, 2018. Bids were received as follows:

Bay Area Tree Specialists.....	\$ 1,099,825
West Coast Arborists.....	\$ 1,646,375
Kingsborough Atlas Tree Surgery.....	\$ 1,650,897
Professional Tree Care Company.....	\$ 2,464,700

The Engineer’s Estimate for the project was \$967,800. The low bid of \$ 1,099,825 is \$ 132,025 (14%) above the Engineer’s Estimate. Richard Smith, doing business as Bay Area Tree Specialists, has been a licensed contractor since 2004 and has performed previous similar work for the County, including being the prime contractor for the County’s 2015 Lakeville Road Tree Pruning and Removal Project.

TPW posted a Notice of Intent to Award to Bay Area Tree Specialists on September 10, 2018.

Prior Board Actions:

October 17, 2017: Board approved resolution declaring an emergency need to remove dangerous vegetation From County Right-of-Way.

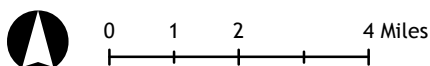
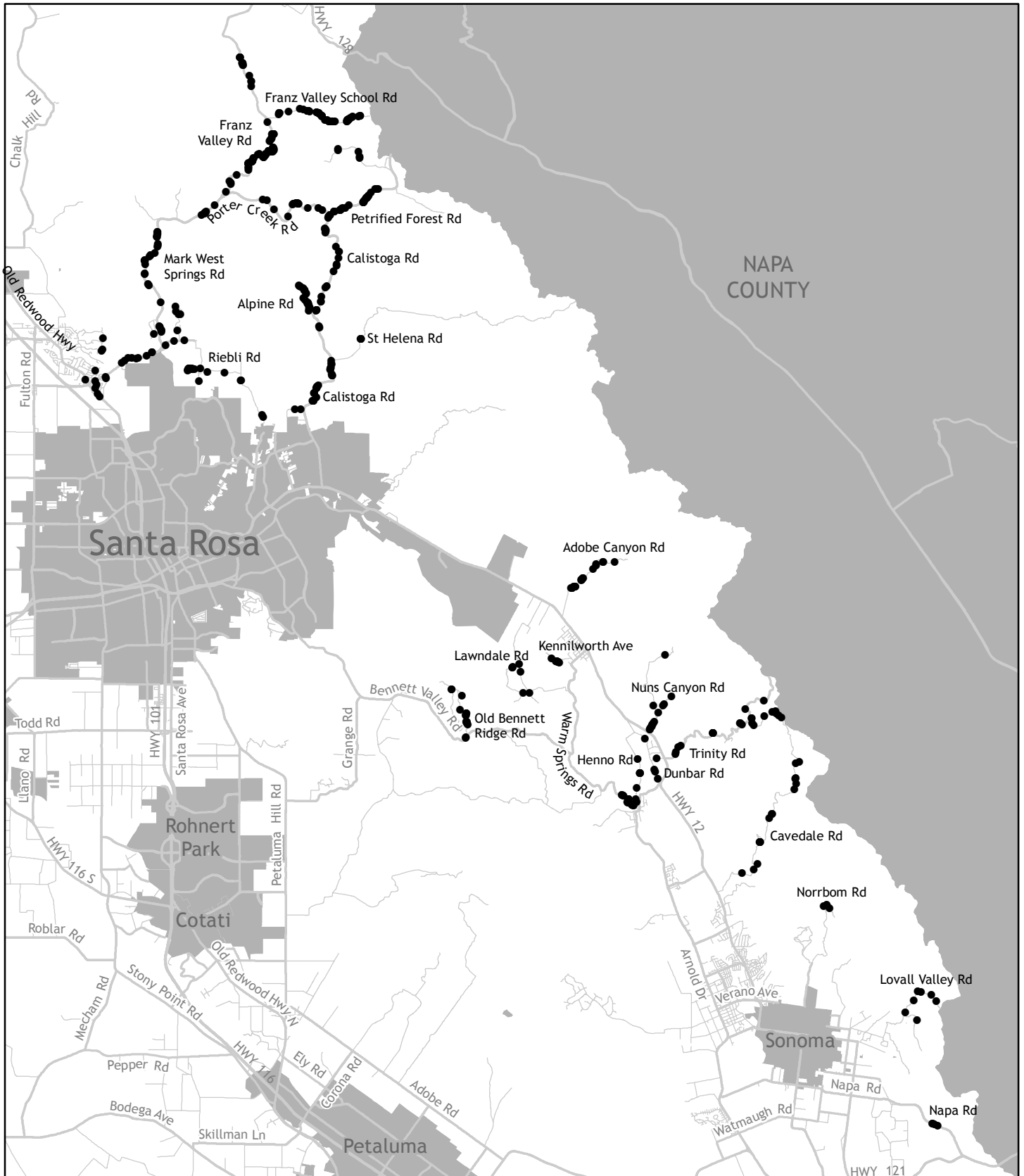
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Removing trees that pose a threat to the road right-of-way 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	1,099,825		
Additional Appropriation Requested			
Total Expenditures	1,099,825		
Funding Sources			
General Fund/WA GF			
State/Federal	1,072,329		
Fees/Other			
Use of Fund Balance	27,496		
Contingencies			
Total Sources	1,099,825		
Narrative Explanation of Fiscal Impacts:			
<p>Costs for the 2018 Hazard Tree Removal Project will be paid from the Roads Maintenance Fund and are anticipated to be reimbursed with FEMA funding. The Hazard Tree Removal Project falls into FEMA Category A (Debris Removal), and is anticipated to be reimbursed at 90%. CalOES will match 7.5% of costs and TPW will pay for the remaining 2.5% of costs through Roads fund balance. A budget adjustment will be requested to increase the appropriations for project costs and corresponding reimbursement revenue at Mid-Year Consolidated Budget Adjustments.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Location Map			
Related Items “On File” with the Clerk of the Board:			
Special Provisions, Bid Book, Plans			

2018 Hazard Tree Removal Project - Road right-of-way Trees

County Project No. M11719





County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, (707) 565-2241

Supervisorial District(s):

Second District

Title: Appointment

Recommended Actions:

Approve the appointment of Caitlin Quinn to the Commission on the Status of Women on October 16, 2018 for a two year term ending October 16, 2020. (Second District)

Executive Summary:

Approve the appointment of Caitlin Quinn to the Commission on the Status of Women on October 16, 2018 for a two year term ending October 16, 2020. (Second 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: 16
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: October 16, 2018

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: Gold Resolution

Recommended Actions:

Approve a Gold Resolution recognizing National Disability Employment Awareness Month, October 2018

Executive Summary:

Approve a Gold Resolution recognizing National Disability Employment Awareness Month, October 2018

Discussion:

Prior Board Actions:

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

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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:			
Sponsorship Form			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing National Disability Employment Awareness Month, October, 2018.

Whereas, Sonoma County workers with disabilities make many contributions and we reaffirm our admiration of the skills and talents they bring to today's workplace; and

Whereas, workplaces creating and fostering opportunities for growth and improvement, not just for those with disabilities, but for everyone, contribute to a thriving economy; and

Whereas, work offers dignity, respect, and purpose, as well as a means to live a self-directed life; and

Whereas, we have made great strides toward ensuring equal employment opportunities, and we wish to ensure that Americans with disabilities have equal opportunity to contribute their skills and talents for the benefit of the community; and

Whereas, the County of Sonoma reflects its commitment to these goals as an equal employment opportunity employer, and through the Human Services Department's Job Link employment services that include resources for individuals with disabilities; and with its participation in the Sonoma County Mayors' Committee on Employment of People with Disabilities and their annual Best Practices Awards Ceremony on October 17, 2018 recognizing and celebrating the success of local employers, employees, and service providers in employing individuals with disabilities; and

Whereas, the County of Sonoma wishes to recognize and commend the Sonoma County employers for their best management practices:

- **Twin Palms Ranch**
- **Petaluma People Services Center**
- **Mary's Pizza Shack**
- **Anderson's Quality Woodwork**

Resolution #

Date:

Page 2

- **Point West Wholesale Flower Market**
- **Zodiac Interconnect**
- **Paradise Pet Resort**
- **Safeway - Petaluma**
- **Epicenter**

Now, Therefore, Be It Resolved, that the Sonoma County Board of Supervisors does hereby recognize October 2018 as National Disability Awareness Month. We call on all Americans to celebrate the contributions of individuals with disabilities in our workplace, and communities, and to promote employment of individuals with disabilities, in order to create a better, more inclusive America, one in which every individual is rightly recognized for his or her abilities and accomplishments.

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

To:

Board Agenda Date: October 16, 2018

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: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Honoring 10,000 Degrees Fellowship Program as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: Empowering the Latino Community, Leadership within the Latino Community.

Executive Summary:

Adopt a Gold Resolution Honoring 10,000 Degrees Fellowship Program as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: Empowering the Latino Community, Leadership within the Latino Community.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Honoring 10,000 Degrees Fellowship Program As The
Recipient Of North Bay Leadership Council's 2018 Leaders Of The North Bay
Award For "Empowering The Latino Community, Leadership
Within The Latino Community."**

WHEREAS, 10,000 Degrees is a leading college success nonprofit in California. Headquartered in San Rafael, 10,000 Degrees helps students from low-income backgrounds get to and through college. As a leader in empowering the Latinx community, 70% of 10,000 Degrees' students are Latinx and 80% of their employees are Latinx; and

WHEREAS, thanks to comprehensive personal support, academic counseling, and financial aid management, over 80% of 10,000 Degrees four-year college students earn bachelor's degrees. At the same time, 10,000 Degrees community college students transfer to and graduate from four-year colleges at a rate nearly three times the national average; and

WHEREAS, at this time, 10,000 Degrees supports students in twenty one area high schools, eleven community colleges, and over fifty four-year colleges and universities in California and beyond – the current college cohort features more than 1,600 students; and

WHEREAS, in 2012, 10,000 Degrees launched the Fellowship Program in which recent college graduates are employed to work full-time in their College Success programs. Starting in the partner high schools and continuing through college, 10,000 Degrees Fellows pair students up with trained college advisors to support them and their families as well as school and community partners; and

WHEREAS, currently, the eighteen Fellows provide powerful near-peer support while simultaneously developing their own leadership skills. Individual Fellows typically work with a caseload of 125 students, each of whom they provide one-on-one wrap-around support. The data collection indicates, through the broader community outreach efforts, 10,000 Degrees Fellows deliver an amplifier effect of ten - for each student served, 10,000 Degrees Fellows inform and inspire ten additional students and families. By 2021, through strategic partnerships and the generous support of donors, 10,000 Degrees aims to expand the Fellowship Program to more than fifty participants; and

WHEREAS, with a specific focus on community building and empowering underserved student populations, 10,000 Degrees Fellows help actualize personal and professional dreams and, in doing so, become powerful catalysts in transforming their own communities from the inside out. What's more, in

Resolution #
Date: October 16, 2018
Page 2

conjunction with community, corporate, and institutional philanthropy, the 10,000 Degrees Fellowship program is a cyclical model that reinvests both literally and figuratively in the amazing students it supports; and

WHEREAS, by employing college graduates from low-income backgrounds to serve the next generation of students from similar backgrounds, 10,000 Degrees Fellows collectively support a pipeline of new talent with the unique lived experiences and solid academic backgrounds we need, now more than ever, to help lead us into a brighter, more inclusive future.

NOW, THEREFORE, BE IT RESOLVED, that the Sonoma County Board of Supervisors commends and honors 10,000 Degrees Fellowship Program as a recipient of North Bay Leadership Council's 2018 Leaders of the North Bay Award for "Empowering the Latino Community."

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: October 16, 2018

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: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Honoring the Planning & Economic Development Department for the City of Santa Rosa as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: From Red Tape to Red Carpet, Leadership in Government.

Executive Summary:

Adopt a Gold Resolution Honoring the Planning & Economic Development Department for the City of Santa Rosa as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: From Red Tape to Red Carpet, Leadership in Government.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Honoring Santa Rosa's Planning and Economic
Development Department As The Recipient Of North Bay Leadership Council's
2018 Leaders Of The North Bay Award For "From Red Tape To Red Carpet:
Leadership In Government."**

WHEREAS, Santa Rosa's Planning and Economic Development (PED) Department recognized early the stagnation of regional economic growth tied to dated, sluggish governmental processes. To address this, in 2015, PED embarked on an aggressive process-improvement action plan focused on customer service, partnerships, process and technology; and

WHEREAS, while a dramatic department-wide culture shift occurred, so did recognition that the process improvements were not having the desired effect of moving the needle on the low number of housing starts in Santa Rosa, or on the City's continued inability to attract new interest from an array of housing developers. Hence, PED led a community-inclusive effort to create the comprehensive Housing Action Plan that was adopted by City Council in 2016; and

WHEREAS, it was this foundation, built on two intense years of pursuing creative solutions to change the department's business culture and to escalate development that unwittingly prepared PED to respond quickly and audaciously to the devastating 2017 Sonoma Complex Fires that destroyed 5% of Santa Rosa's housing stock, displacing people from 3,067 homes; and

WHEREAS, the first of the Resilient City Ordinances was written while the fires were still raging, while staff was working 24/7 in the chaos of the Emergency Operations Center. It was exactly fifty days, a mere six work weeks after the October 8 start of the fires, that PED opened the doors to a duplicate planning, engineering and building sub-department dedicated to rebuilding the fire-ravaged areas to get residents back into their homes and businesses rebuilt in as close to two years as possible; and

WHEREAS, under the direction of Assistant City Manager and PED Director David Guhin, and the freedom he has given to his staff to push the boundaries of governmental creativity and possibility, PED has risen to a demonstrated leadership role in the region's disaster recovery; and

WHEREAS, despite the unprecedented destruction experienced in the urban environment of Santa Rosa, eight months post-fire, PED's efforts have resulted in many houses rebuilt and occupied, many more houses under construction, and even more houses in the permit review, permit issued, or construction pending phase. This level of recovery turnaround in less than a year after the disaster is unparalleled; and

Resolution #
Date: October 16, 2018
Page 2

WHEREAS, still, PED’s efforts are not slowing, and PED’s definition of recovery is not simply consigned to rebuilding burned homes. In yet another leadership role, PED is aggressively pursuing solutions to time, certainty and cost to developing a variety of density infill housing in an effort to retain and expand the region’s workforce at all income levels. This initiative, dubbed UP Downtown SR, considers process, fees, City property, infrastructure and incentives. Clearly, PED is not and will not rest until Santa Rosa has enough housing to welcome home those who lost their houses to the fires, as well as to retain and expand the workforce needed to retain and expand the region’s businesses.

NOW THEREFORE BE IT RESOLVED, that the Sonoma County Board of Supervisors commends and honors the Planning and Economic Development Department for the City of Santa Rosa as a recipient of North Bay Leadership Council’s 2018 Leaders of the North Bay Award for “From Red Tape to Red Carpet: Leadership in Government.”

Supervisors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: October 16, 2018

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: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Honoring Dr. Claudia Luke as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: Paint the Town Green, Environmental Stewardship.

Executive Summary:

Adopt a Gold Resolution Honoring Dr. Claudia Luke as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: Paint the Town Green, Environmental Stewardship.

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Honoring Dr. Claudia Luke As The Recipient Of The North
Bay Leadership Council's 2018 Leaders Of The North Bay Award: "Paint The
Town Green, Environmental Stewardship."**

WHEREAS, as Director of the Center for Environmental Inquiry (CEI) at Sonoma State University (SSU), Dr. Claudia Luke is a distinguished community leader in environmental education and stewardship; and

WHEREAS, the CEI is a public-private partnership that supports environmental protection through extensive community outreach including environmental education for school-aged children in the North Bay, career development opportunities through naturalist training and lands management, and innovative research; and

WHEREAS, Dr. Luke stewards over 4,200 acres of treasured preserve lands: Galbreath Wildlands Preserve in Mendocino County, Fairfield Osborn Preserve in Penngrove, and Los Guillicos Preserve in the Valley of the Moon; and

WHEREAS, under Dr. Luke's leadership, over 900 SSU students completed over 105 projects including flood warning systems, water quality monitoring, wildlife image processing and fire impact; and

WHEREAS, Dr. Luke has built more than 50 long term partnerships with local K-12 school districts, city leaders, county agencies, and corporations such as PG&E and local environmental groups like the Conservation Corp North Bay, Outward Bound California, Pepperwood Preserve, and more to work together to solve the environmental challenges being faced by the North Bay. Dr. Luke has worked extensively with these partners and collaborators to build regional research and management collaborations in the areas of watershed management, habitat connectivity, habitat restoration, and environmental education; and

WHEREAS, Dr. Luke currently serves as the Coordinator for the WATERS Collaborative, a management-research collaboration that creates professional research training opportunities in watershed management for SSU students; and

WHEREAS, Dr. Luke was instrumental in bringing the Living with Fire Symposium to Sonoma County this past May. Over 400 scientists, land managers, regulators, and community members from across the western U.S. came together at SSU to share the latest about the North Bay fires, fire ecology, wildland-urban interface issues, and the future; and

Resolution #
Date: October 3, 2017
Page 2

WHEREAS, Dr. Luke has inspired the leaders of tomorrow and providing an invaluable service to our community through environmental education.

NOW THEREFORE BE IT RESOLVED, that the Sonoma County Board of Supervisors commends and honors Dr. Claudia Luke as a recipient of North Bay Leadership Council's 2018 Leaders of the North Bay Award for "Paint the Town Green: Environmental Stewardship."

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To:

Board Agenda Date: October 16, 2018

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: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution Honoring North Bay Fire Relief Fund Partnership as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: "United We Stand, Community Building."

Executive Summary:

Adopt a Gold Resolution Honoring North Bay Fire Relief Fund Partnership as the recipient of the North Bay Leadership Council's 2018 Leaders of the North Bay Award: "United We Stand, Community Building."

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma,
State Of California, Honoring North Bay Fire Relief Fund Partnership As The
Recipient Of North Bay Leadership Council's 2018 Leaders Of The North Bay
Award For "United We Stand: Community Leadership."**

WHEREAS, After the October 2017 fires devastated many areas in Sonoma, Napa, Lake and Mendocino counties, Senator Mike McGuire, The Press Democrat, and Redwood Credit Union combined forces to aid every survivor of the fires; and

WHEREAS, The North Bay Fire Relief Fund Partnership was created by the Redwood Credit Union Community Fund, a nonprofit 502c3, along with the partnership, to assist with immediate needs of fire survivors; and

WHEREAS, In just sixteen weeks, \$32,028,981 was donated to the North Bay Fire Relief Fund Partnership, from more than 41,000 individuals and organizations, with donations coming from across the United States, and twenty three different countries. Nearly 70% of donations came from outside the four impacted counties; and

WHEREAS, the fund distributed the money to more than 6,500 survivors who lost their homes, first responders, nonprofits that were providing services to aid immediate needs of fire survivors, small businesses impacted by the fires, and to cover any health and well-being costs; and

WHEREAS, whether it comes in the form of moving the political process forward, effective communication in difficult and confusing times, or financial security, the North Bay Fire Relief Fund Partnership remains committed.

NOW THEREFORE BE IT RESOLVED, that the Sonoma County Board of Supervisors commends and honors the North Bay Fire Relief Fund Partnership as a recipient of North Bay Leadership Council's 2018 Leaders of the North Bay Award for "United We Stand: Community Leadership."

Supervisors:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

Resolution #
Date: October 3, 2017
Page 2

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Hannah Spencer 565-1928

Supervisorial District(s):

4

Title: Rezoning to remove Z (Accessory Unit Exclusion) Combining District to allow for a potential future application for Accessory Dwelling Unit

Recommended Actions:

Adopt an Ordinance rezoning the parcel to remove the Z (Accessory Unit Exclusion) Combining District located at 2642 Westside Rd, Healdsburg; APN 110-130-024; PRMD File No. ZCE17-0007; Supervisorial District 4.

Executive Summary:

On August 2, 2018, the Planning Commission, with a 5-0-0-0 vote, recommended that the Board of Supervisors approve the rezoning to remove the Z (Accessory Unit Exclusion) Combining District to allow a future accessory dwelling unit on the 9.05 acre parcel. This action is consistent with General Plan Housing Element Policy HE-3c, which contemplates removal of the Z (Accessory Unit Exclusion) Combining District on agricultural parcels less than 10 acres in size where appropriate.

Discussion:

Project Description, Location and Zoning:

The property owner filed a Zone Change application to remove the Z (Accessory Unit Exclusion) Combining District on a 9.05 acre parcel located about a mile south of the City of Healdsburg. The property is generally flat with a slight southeastern slope and contains Mill Creek on the northern boundary. The property contains 6 acres of vineyard and is developed with a 1,076 square foot single family dwelling, a 2,000 square foot barn, and two wells. The property owner wishes to build a new primary residence and designate the existing residence as an accessory dwelling unit. The base zoning is LIA (Land Intensive Agriculture), 20 acre density district, with Combining Zones of Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), and VOH (Valley Oak Habitat). The parcel is not under a Land Conservation Act Contract.

Background:

The subject property received the LIA (Land Intensive Agriculture), Z (Accessory Unit Exclusion) combining designation in 1993 during the implementation of the 1989 General Plan because the parcel was zoned AE (Agriculture Exclusive) at that time. Accessory dwellings are restricted in the Agricultural Zones because other agricultural housing opportunities are allowed, such as agricultural employee units, farm family and farmworker units which do not count towards density and are directly related to agriculture. However, many smaller-sized parcels do not qualify for these types of agricultural units. The Board adopted Policy HE-3c to allow the County to process requests for removal of the “Z” (Accessory Unit Exclusion) Combining District restrictions on a parcel-by-parcel basis for parcels of less than 10 acres in agricultural zones that are not within water-scarce areas (Class 3 or 4) or flood prone areas, and where adequate sewage treatment capacity has been demonstrated.

Typically, accessory dwelling units are allowed in the Land Intensive Agriculture zoning district under the following circumstances: there is not a Z combining district; the parcel is not under a Land Conservation (Williamson) Act Contract; the parcel is at least 2 acres in size in areas served by well and septic systems; and the request meets all the Accessory Dwelling Unit Zoning Code standards.

After the applicant submitted this zone change application, Permit Sonoma received direction from the Board of Supervisors to bring forward for Board consideration a zone change ordinance for removal of the Z (Accessory Unit Exclusion) Combining District on agricultural zoned parcels countywide. The subject parcel would be considered along with other qualifying parcels included in the County-initiated zone change project. However, due to the time involved in the legislative process, the applicant requested staff to move his application forward and separately from the County-initiated zone change project. The applicant wishes to obtain approval of his zone change application as soon as possible in order to complete construction of a new primary residence.

ISSUES DISCUSSED AT THE PLANNING COMMISSION PUBLIC HEARING

Issue #1: General Plan Consistency

General Plan Housing Element Policy HE-3c includes a program to consider removal of qualifying parcels from the Z (Accessory Unit Exclusion, formerly known as “Second Dwelling Unit Exclusion”) Combining District when the parcels are less than ten acres in size. Policy HE-3c states:

Review “Z” (Second Dwelling Unit Exclusion) Combining District restrictions on agricultural parcels of less than 10 acres county-wide, and consider removing the restrictions where appropriate.

The Board of Supervisors adopted this policy and program, and directed staff to continue to implement it on a case-by-case basis. As noted above, the subject parcel is zoned LIA (Land Intensive Agriculture) and is 9.05 acres in size. Allowing the Z combining district to be removed and adding an additional dwelling unit is consistent with the intent and purpose of Policy HE-3c as an opportunity to provide an accessory dwelling unit on the site.

Issue #2: Zoning Consistency

Section 26-76-005 states the following reasons for applying the Z (Accessory Unit Exclusion) combining district:

The purpose of this district is to provide for the exclusion of Accessory Dwelling Units in the following areas:

- a) Areas where there is an inadequate supply of water for drinking or firefighting purposes,*
- b) Areas where there are inadequate sewer services or danger of groundwater contamination,*
- c) Areas where the addition of second units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads, or highways, and*
- d) Areas where, because of topography, access, or vegetation, there is a significant fire hazard (Ord. No. 4643, 1993).*

The above reasons do not appear to apply to the project site based on the following:

- Water Supply:
Under the County's accessory dwelling unit ordinance (Sonoma County Code Section 26-88-060), the subject parcel is assumed to have adequate water supply because it is located in a Groundwater Availability Area 1 (Major Groundwater Basin).
- Septic System Capability:
The subject parcel is located in a Major Groundwater Basin primarily composed of well-draining soils and is served by private septic. On January 16, 2018, Permit Sonoma issued a septic permit for a seven-bedroom standard septic system to serve both the existing dwelling and a future primary dwelling. The septic system that currently serves the existing dwelling will be demolished upon installation of the new septic system. If the zone change request is not approved, the landowner will be required to demolish or convert the existing dwelling to a permitted accessory structure.

Based on the soils and nearby parcels sizes, it does not appear that adding an additional septic system or replacing the existing septic system could cause groundwater contamination. In addition, the subject site is not located in an area subject to variance prohibitions and/or special standard requirements for septic systems.

- Traffic Impact:
Adding an additional dwelling unit will not significantly impact traffic as the subject parcel is located in a lightly populated area and there are no existing traffic hazards. In addition, the streets, roads, and highways in the area are all operating acceptably and are not projected to become impacted in the foreseeable future.
- Fire Hazards:
The General Plan Safety Element Figure PS-1g, Wildland Fire Hazard Areas, shows that the subject parcel is not located in an area prone to wildfires.

In addition, the parcel meets the minimum 2-acre parcel size for an accessory dwelling unit on private well and septic, and the existing dwelling meets the 1,200 square foot size limit for an accessory

dwelling unit. Prior to designating the existing dwelling as an accessory dwelling unit, the landowner will be required to execute and record a deed restriction that reflects (1) the accessory dwelling unit cannot be used for transient occupancy housing, and (2) the accessory dwelling unit cannot be sold separately from the primary dwelling.

Issue #3: Spot Zoning

The County of Sonoma has implemented a comprehensive land use plan through its Zoning Ordinance. Spot zoning is generally considered undesirable but refers to the primary base zone, rather than to combining zones. The subject parcel was compared to adjoining properties to determine the overall pattern of zoning designations. All parcels adjacent to the site share the same zoning, LIA (Land Intensive Agriculture) with the Z (Accessory Unit Exclusion) Combining District.

Each of the surrounding parcels with the Z combining district have the same opportunity to apply for removal of the Z combining district pursuant to General Plan Housing Element HE-3c. Such applications would be evaluated using the same generally applicable zoning code standards. Therefore, the subject property would not be granted zoning that is either more restrictive or less restrictive than zoning which is available to the surrounding properties, and spot zoning would not occur.

Therefore, it does not appear to be spot zoning to remove the Z Combining District on this parcel, combined with the fact that the parcel is not under a Land Conservation Act Contract and is too small to ever qualify for that type of contract. In addition, the rezoning only applies to the removal of the Z Combining District. All other combining districts on the parcel will remain unchanged.

Issue 4: Environmental Review

Adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15303 (minor alteration in land use limitation) and 15061(b)(3) (general rule/common sense) of the state CEQA Guidelines. The basis for this determination is set forth in Finding A of the Ordinance.

Prior Board Actions:

None.

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

By removing the Z (Accessory Unit Exclusion) designation on this parcel, a future accessory dwelling unit would be allowed by the Zoning Ordinance on the parcel, increasing the housing stock in the County. Accessory Dwelling Units, merely based on the size limitations in the Zoning Ordinance, have proven to provide more affordable to lower income households.

Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 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:			
This project is "At-Cost" and the applicant pays all Permit Sonoma processing fees.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Attachment A: Draft Ordinance and Sectional District Map Attachment B: Planning Commission Resolution No. 18-012 Attachment C: Draft Planning Commission Minutes dated August 2, 2018 Attachment D: Planning Commission Staff Report dated August 2, 2018			
Related Items "On File" with the Clerk of the Board:			
None.			

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING THE OFFICIAL ZONING DATABASE OF THE COUNTY OF SONOMA, ADOPTED BY REFERENCE IN SECTION 26-02-110 OF THE SONOMA COUNTY CODE, BY RECLASSIFYING CERTAIN REAL PROPERTY FROM LIA (LAND INTENSIVE AGRICULTURE), B6-20 ACRE DENSITY, Z (ACCESSORY UNIT EXCLUSION), RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES), VOH (VALLEY OAK HABITAT) ZONING DISTRICT TO LIA (LAND INTENSIVE AGRICULTURE), B6-20 ACRE DENSITY, RC 100/50 (RIPARIAN CORRIDOR WITH 100-FOOT AND 50-FOOT SETBACKS), SR (SCENIC RESOURCES), VOH (VALLEY OAK HABITAT) ZONING DISTRICT FOR 9.05 ACRES LOCATED AT 2642 WESTSIDE ROAD, HEALDSBURG, APN 110-130-024.

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

Section I. Findings.

A. The Board finds that adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the state CEQA Guidelines, because the proposal to remove the Z Combining District is a minor alteration in land use limitations in an area with an average slope of less than 20% that does not result in any changes in land use or density. This ordinance is a minor alteration in land use limitations because it does not alter the base zoning or allowable uses or density. Pursuant to state law, addition of an accessory dwelling unit may not be considered to exceed the allowable density for the lot upon which it is located, and must be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. (Government Code § 65852.2(a)(8)). Accordingly, the proposed ordinance is exempt from CEQA under CEQA Guidelines section 15305. The Board further finds and determines that adoption of this ordinance is exempt from CEQA under the “general rule”, Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that adoption of the ordinance may have a significant effect on the environment. Removal of the Z Combining District will not result in any significant effect on the environment. There is no evidence of any site constraints related to groundwater supply or potential for contamination. The structure proposed to be designated as an accessory dwelling unit already exists, and neither the density nor intensity of this residential use will change as a result of this ordinance.

B. The Board further finds and declares that this ordinance is consistent with General Plan 2020. Specifically, this ordinance is consistent with Housing Element Policy HE-3c and its implementation program, because the General Plan specifically contemplates removal of the “Z” overlay from parcels less than 10 acres in agricultural zoning districts, where appropriate.

Section II. The Official Zoning Database (OZD) of the County, adopted by reference in Section 26-02-110 of the Sonoma County Code, is hereby amended to reclassify the following real property from the LIA (Land Intensive Agriculture), B6-20-acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat) zoning district to the LIA (Land Intensive Agriculture), B6-20-acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat) district, for 9.05 acres located on located at 2642 Westside Road, Healdsburg; APN 110-130-024. File No. ZCE17-0007. The Director of the Permit and Resource Management Department is directed to reflect this amendment in the OZD of the County as shown on Sectional District Map No. _____.

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

Section IV. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced on the ___ day of ___, 2018, and finally 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

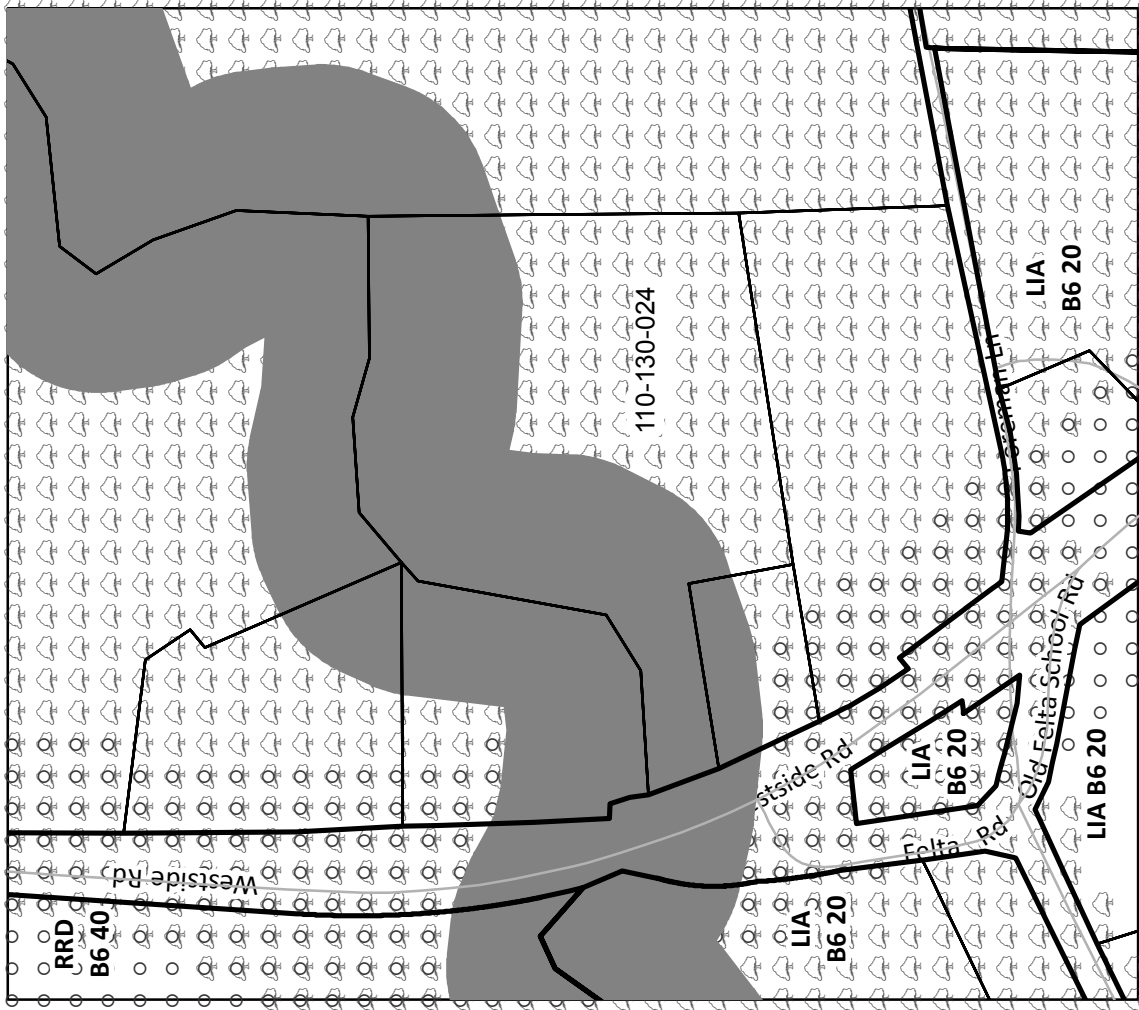
SO ORDERED.

James Gore
Chair, Board of Supervisors
County of Sonoma

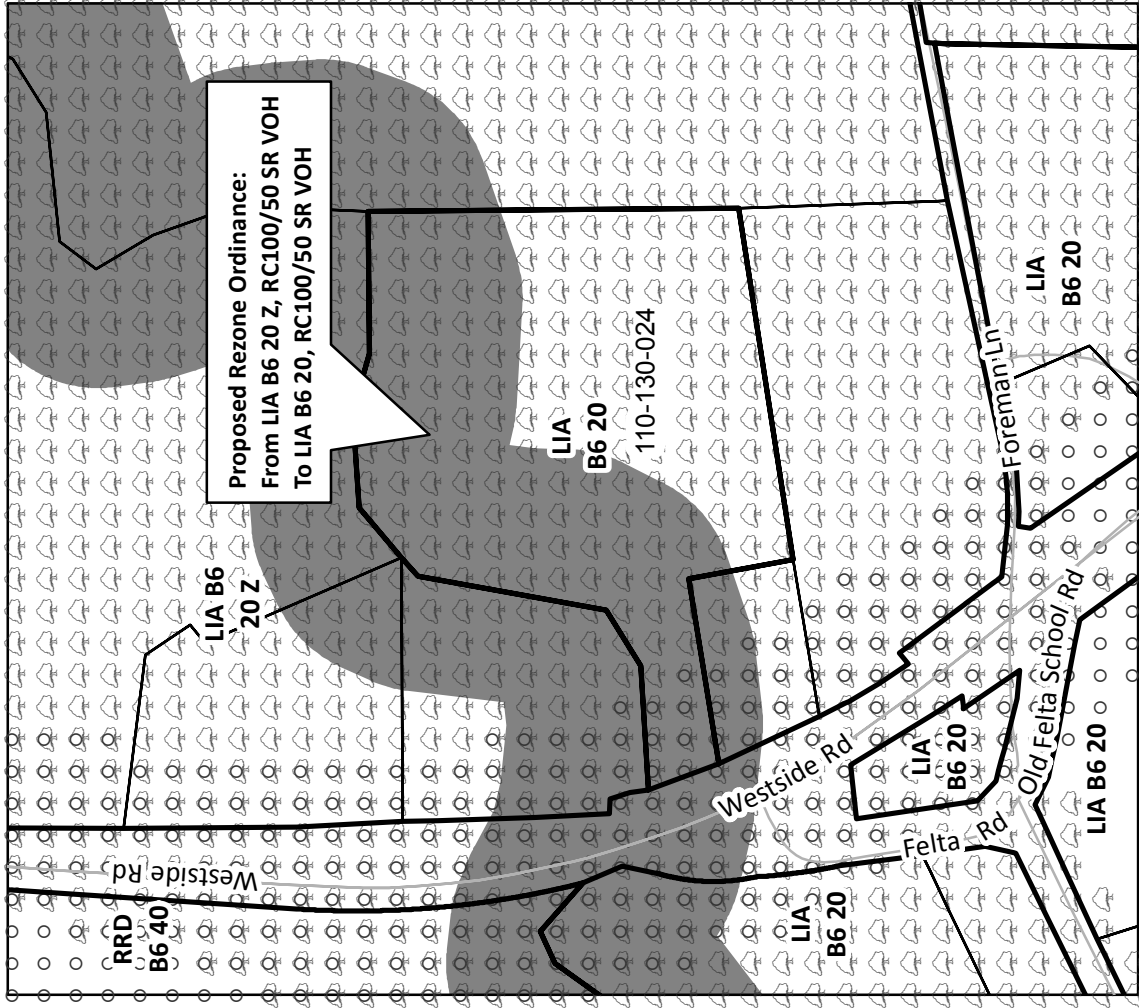
ATTEST:

Clerk of the Board of Supervisors

Existing Zoning



Proposed Zoning

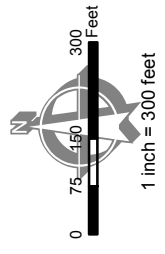


Base Map Data

- Base zoning by Area
- Parcel
- Street

Zoning Combining Districts

- RC Riparian Corridor
- SR Scenic Resource
- VOH Valley Oak Habitat



FILE: ZCE17-0007
 APN: 110-130-024
 Ordinance No. TBD
 Sectional District Map No. TBD

Permit and Resource Management Department
 Project Review Section
 2550 Ventura Avenue, Santa Rosa, CA 95403
 (707) 565-1965 Fax (707) 565-1103



Resolution Number 18-012

County of Sonoma
Santa Rosa, California

August 2, 2018
ZCE17-0007 Hannah Spencer

RESOLUTION OF THE PLANNING COMMISSION, COUNTY OF SONOMA, STATE OF CALIFORNIA, FINDING THE PROJECT EXEMPT FROM CEQA AND RECOMMENDING APPROVAL OF THE ZONE CHANGE TO THE BOARD OF SUPERVISORS AS REQUESTED BY 2642 WESTSIDE LLC, FOR PROPERTY LOCATED AT 2642 WESTSIDE ROAD, HEALDSBURG; APN 110-130-024.

WHEREAS, the owner, 2642 Westside LLC, filed an application with the Sonoma County Permit and Resource Management Department to rezone 9.05 acres from the LIA (Land Intensive Agriculture), B6-20-acre density, Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat) zoning district to the LIA (Land Intensive Agriculture), B6-20-acre density, RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat) district, or other appropriate district on property located at 2642 Westside Road, Healdsburg; APN 110-130-024; Supervisorial District No. 4; and

WHEREAS, this project has been found to be categorically exempt from CEQA Guidelines; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held a public hearing on August 16, 2018, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommends that the Board of Supervisors find the project exempt from CEQA.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings:

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Accessory Unit Exclusion) combining district from qualifying parcels less than ten acres in size. The subject parcel is 9.05 acres in size and allowing an accessory dwelling unit would be consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.
2. Removal of the Z (Accessory Unit Exclusion) combining district is consistent with the LIA (Land Intensive Agriculture) land use designation and will not significantly alter any of the potential uses that are currently allowed on this site.
3. The project site is not under a Land Conservation Act Contract and is too small to qualify for a Land Conservation Act Contract in the future.

4. The removal of the Z (Accessory Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
 - a. This parcel is located in a Groundwater Availability Area Class 1, meaning that the site is located in a major groundwater basin and there is adequate water supply to serve the future single-family dwelling and future accessory dwelling unit.
 - b. Zoning Code Section 26-88-060(j)(2) allows an Accessory Dwelling Unit on parcels served by well and septic with a minimum lot area of (2) acres. The subject parcel is 9.05 acres in size and therefore meets this standard.
 - c. The site is not located in an area with existing traffic hazards. The addition of an accessory dwelling unit to this site would not increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated fire hazard area. Removal of the Z (Accessory Unit Exclusion) combining district would not decrease public safety.
5. The project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors approve the requested Zone Change.

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 Davis, who moved its adoption, seconded by Commissioner Mauritson, and adopted on roll call by the following vote:

Commissioner Reed	Aye
Commissioner Cook	Aye
Commissioner Mauritson	Aye
Commissioner Davis	Aye
Commissioner Carr	Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



County of Sonoma
Permit & Resource Management Department
Date:

**Sonoma County Combined Planning Commission
And Board of Zoning Adjustments
DRAFT MINUTES**

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: August 2, 2018
Meeting No.: 18-09

ROLL CALL

Larry Reed
Paula Cook
Cameron Mauritson
Pamela Davis
Greg Carr, Chair

STAFF MEMBERS

Jennifer Barrett
Hannah Spencer
Nash Gonzalez
Jane Riley
Arielle Kohn, Secretary
Leslie A. Thomsen, 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

Public Appearances

PLANNING COMMISSION UNCONTESTED CALENDAR

Item No.: 1
Time: 1:05 pm
File: ZCE17-0007
Applicant: 2642 Westside Rd, LLC
Owner: 2642 Westside Rd, LLC
Cont. from: N/A
Staff: Hannah Spencer
Env. Doc: Categorical Exemption 15061(b)(3)

Proposal: Request for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 9.05-acre parcel.

Location: 2642 Westside Rd, Healdsburg

APN: 110-130-024
District: 4
Zoning: LIA (Land Intensive Agriculture), B6 20 acre density, and current combining zones include Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat)

Commissioner Announcements/Disclosures:

Commissioner Mauritson stated that he drove by the property.

Hannah Spencer summarized the staff report, which is incorporated herein by reference.

Questions from Commissioners:

Commissioner Reed asked when the item would go to the Board of Supervisors if it is approved by the Commission. **Deputy Director Barrett** stated no appeal period is required and if approved, it is scheduled on the Board of Supervisors calendar and will probably be heard in October.

Commissioner Carr asked, regarding the larger group of parcels being brought forward for removal of the Z, if a distinction would be made between those that are cleaning up the old AE versus those that have applied for other reasons. **Deputy Director Barrett** stated there was a distinction made. Those that are in water sparse areas, extreme fire hazard, or have other issues were screened out. They are not removing the Z from all of the AE and that it applies only to the parcels that are less than 10 acres. Those that are 10 acres or more can qualify for other types of housing units that don't have close density.

Commissioner Carr asked if there was a prognosis on when the Z Removal item would come to the commission. **Deputy Director Barrett** stated it is almost ready and on the calendar. **Commissioner Davis** stated the item is on the calendar for the end of September.

Public Hearing Opened: 1:23 p.m.

Speakers:

Gillian Hayes, Operations Manager, Munselle Civil Engineering, Healdsburg, spoke on behalf of the applicant and stated that the County has done a great job. The project is a cleanup of the parcel which qualifies for the larger County initiated process. The application was submitted a year ago and the client is in the process of building the main dwelling and cannot get occupancy until the Z overlay is removed. It is consistent with all of the zoning, general plan and all other criteria and requested that the commission support and recommend to the board the approval of the Z overlay removal.

Public Hearing Closed: 1:25 p.m.

Action: **Commissioner Davis** motioned to approve the item as recommended by staff. Seconded by **Commissioner Mauritson** and passed with a 5-0-0 vote.

Appeal Deadline: N/A

Resolution No.: 18-012

Vote:

Commissioner: Reed	Aye
Commissioner: Cook	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Aye
Commissioner: Carr	Aye

Ayes:	5
Noes:	0
Absent:	0
Abstain:	0

Adjourn Planning Commission and Convene Board of Zoning Adjustments

BOARD OF ZONING ADJUSTMENTS REGULAR CALENDAR

Item No.: 2
Time: 1:05 pm
File: UPE15-0060
Applicant: Dominic Foppoli, Foppoli Family Vineyards
Owner: Dominic Foppoli, Foppoli Family Vineyards
Cont. from: September 28, 2017
Staff: Nash Gonzalez
Env. Doc: Mitigated Negative Declaration

Proposal: Request for a Use Permit to convert an existing 1,800 square foot garage to a tasting room by appointment only (crush and fermentation is off-site, only barrel aging is proposed), with a waiver to covered parking and to include two (2) wine club events, up to 30 people to take place during tasting room hours.

Location: 5107 Slusser Road, Windsor
APN: 066-280-036
District: 4
Zoning: DA B6-60, Z, F-2, VOH: RC50/50 (Diverse Agriculture; Riparian Corridor 50/50; Flood Plain; Valley Oak Habitat Combining Districts)

Commissioner Announcements/Disclosures:

Commissioner Mauritson met with the applicant prior to the first hearing and due to a schedule change, **Commissioner Lamberson** represented District 4. **Commissioner Mauritson** reviewed the minutes and listened to the audio. He also spoke with **Commissioner Lamberson** to make sure he had all the information from the first hearing. **Commissioner Carr** drove by the property but did not speak to anyone.

Nash Gonzalez summarized the staff report, which is incorporated herein by reference.

Questions from Commissioners:

Commissioner Reed asked if the proposal is a direct response from the last meeting, when the board brought up issues regarding how many events, limitations on parking and hours. He stated that it looks like the applicant adopted all those recommendations. **Staff Nash** stated that the applicant listened to what the commissioners said at the first hearing and went back and revised their proposal to address those issues.

Commissioner Mauritson asked if the proposal set up for 72 parking spaces. **Staff Nash** stated that Condition number 48 in the revised Conditions of Approval would cap the number of parking spaces to 18. He stated that prior to the submittal of a building permit application for the conversion of the garage, the applicant would have to submit a revised parking plan that shows the new parking. **Deputy Director Barrett** asked if the wording in Condition 48 that says "for a total of 18" was intended to be "for a maximum of 18". **Staff Nash** stated he wanted to change Condition 48 to say "for a maximum of 18" instead of a total.

Commissioner Mauritson asked if there is a commercial kitchen at the facility. **Staff Nash** stated that there is no commercial kitchen. The 2 events being proposed would be catered. The applicant was asked to clarify the revised description when they submitted it back in May and they confirmed there is no onsite food preparation or commercial kitchen and that the 2 events would be completely catered.

Commissioner Davis stated that she was not as concerned with the events but more focused on the onsite food pairings which were not part of the proposal. **Deputy Director Barrett** referred to Item 61 and stated that Item B does allow for meals with events. The food and wine pairing is an addition and not counted as an event and recalls **Commissioner Davis** asking that we not include the wine pairing unless they have requested that.

Commissioner Davis asked what is entailed in the 1 year review. **Deputy Director Barrett** stated that typically for a 1 year review, a public hearing notice for reviewing the permit and activities at the location would go out to those within 300 feet of the site and to anyone who requested to receive the notice. The review could be completed administratively if no complaints are received. If complaints or responses to the notice are received, the Board of Zoning Adjustments would need to reconsider and make amendments as necessary to the permit. The item could also be brought back to the board if it is noted in the Conditions of Approval that they want the item to come back to them for the review.

Commissioner Carr asked if events during the wet months was left open ended or if the months were listed. **Staff Nash** stated the days and months are not listed and that they are open ended. **Commissioner Carr** suggested that the applicant may want to clarify the months that events would be held.

Commissioner Carr asked about if the extra parking area would remain mowed grass to confirm there wouldn't be any surfacing or erosion issues. **Staff Nash** stated that the applicant does not intend to pave the overflow area.

Commissioner Cook asked who received the 300 foot notice when neighbors live further from the property due to large sized parcels. **Deputy Director Barrett** stated that the 300 feet starts from the edge of the parcel and not the center. Planners also take into consideration notifying other neighbors or interested parties that are outside of the 300 feet.

Public Hearing Opened: 1:42 p.m.

John Foppoli, Applicant, stated that the family has lived and grown grapes there for decades since they were children and they want to have a way to viably share how they grew up at the ranch with their grandkids. All previous recommendations taken and added to the revised proposal. They do not need to do anything with food and wine. However, if it was allowed, their neighbor is cultivating truffles and it might be fun to do a pairing with what is growing in the ground at the neighbor's and would showcase something local. They are not have big, corporate plans.

Commissioner Davis asked if they are planning on serving wines that are made from grapes grown on the site. The applicant grows their grapes on the neighboring parcel which is their 57 acre ranch. They also grow their grapes on a couple other properties in the county as well. The applicant requested there not be a condition requiring them to serve wines from grapes only grown on site because only chardonnay is grown onsite.

Commissioner Davis asked if being required to serve wines only grown on site is a current condition. **Deputy Director Barrett** stated in Condition 45 it says that promotional events shall promote a specific aspect of Sonoma County agriculture specifically estate wines from grapes grown around the property. The applicant stated that they do not exclusively produce estate wines. The condition refers to the wines served at events which would limit the applicant to only pour Chardonnay. **Commissioner Mauritsen** stated for the record that estate doesn't mean "on site", estate means "control of". **Commissioner Davis** stated the condition currently says "from grapes grown on the property" and that would need to be adjusted. The applicant stated that their grapes and grapes they buy off site are all local.

Mr. Foppoli, Applicant, addressed past inquiries regarding fermentation at their winery. Their application was submitted 3.5 years ago and they have followed what the County wants them to do. They were initially told to put fermentation in the proposal and then they were told not to put it in. Later they told to put fermentation in again. They are trying to do what the county, general plan and commissioners want them to do.

Deputy Director Barrett asked if they want to have a tasting room. The applicant stated they want to have a tasting room.

Commissioner Carr mentioned that the topic of discussion was moving in the direction of whether events should occur outside the winery and that it is allowed currently. **Deputy Director Barrett** stated that they need either a tasting room, or a winery, to promote wine.

Commissioner Cook asked the applicant to tell them about challenges with the neighbor and how that relationship was going? The applicant was not sure what the problem was and said that it could have been from when they were kids riding quads on the property. **Commissioner Cook** stated the issue was regarding a dog. The applicant stated that about 20 years ago his sister's dog got into the neighbor's property and chased his sheep and that the dog has been dead for 15 years.

Staff Nash stated that he recently spoke with the neighbor Mr. Paul Tiernan to let him know that the project was significantly scaled down. Mr. Tiernan was very happy that the letters previously sent were included in the package to the commissioners. He no longer has any opposition to the event after receiving the news that the project had been scaled down from the initial proposal to include no amplified music, no weddings, and events would have a maximum of 30 people.

Public Hearing Closed: 1:56 p.m.

Commission Discussion:

Commissioner Reed supports the project based on the amendments. Approval seems appropriate because they significantly scaled back the project from the original proposal. The Conditions of Approval seem appropriate.

Commissioner Cook was pleased that the applicant listened to the recommendations made and worked with staff to revise their proposal.

Commissioner Davis stated that because of the revised proposal she is much more comfortable with the project. She has a strong reluctance to approve a stand-alone tasting room without grapes grown on the property but it is more manageable with the revisions that were made. She asked if this is president making.

Deputy Director Barrett stated that the president is that this is a tasting room where there is a commercial vineyard on site. That president has previously been set.

Commissioner Davis stated her concerns about the parking lot and the need to amend Condition 45 regarding the wines that are not grown on site. A 300 foot notice may not be enough to get word out to everyone to make sure the neighbors have adequate noticing when on agricultural land. **Deputy Director Barrett** stated that staff had posted the notice at several intersections past 300 feet in order to let everyone know about the hearing.

Commissioner Carr agreed with making changes to Condition 45 and 48. He wants to drop the food pairing. He requested that the applicant define what wet months events will take place. The applicant stated that they have a huge breezeway and if it rains they can have people stand under the breezeway. They don't want to throw an event when the weather isn't nice. They would like to have the flexibility to have events year round.

Commissioner Davis stated her concern about overflow parking and potential issues with wet ground during the wet months. She asked the applicant if they could schedule the events between certain months?

Commissioner Carr stated that he brought up defining which wet months events would take place because it was mentioned in the staff report. The applicant stated they are only having 2 events a year and do not want them during wet weather. **Commissioner Davis** asked if the applicant would support not having their events from November through February during the rainy months when the ground is wet so that people don't get stuck out there causing erosion. The applicant stated that they built the driveway because the board requested they add more parking.

Commissioner Cook recommended deleting the section in the description regarding having events only during the wet months.

Commissioner Davis asked what their appointment only process is. The applicant stated they are working with concierges and driving companies to create the events.

Commissioner Davis asked about signage on the property. **Deputy Director Barrett** stated that the item does mention signage and thought the applicant already had what was appropriate. The applicant would like another small sign at the gate that says "Foppoli Wines".

Commissioner Mauritson supports the change to item 48 to say “maximum” instead of “total”. To amend item 45 to describe wine from the “local area”, not the property. Strike 61 C Food and Wine pairings and that signage should say by appointment only. There should be a condition that the gate should stay in place. **Commissioner Cook** stated that the sign should say “by appointment only”. **Commissioner Mauritson** stated to drop the condition regarding only having events during the wet months to give the applicant more flexibility.

Action: **Commissioner Mauritson** motioned to approve the item as recommended with modified conditions. Seconded by **Commissioner Davis** and passed with a 5-0-0 vote.

Appeal Deadline: Ten Days

Resolution No.: 18-011

Vote:

Commissioner: Reed	Aye
Commissioner: Cook	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Aye
Commissioner: Carr	Aye

Ayes: 5
Noes: 0
Absent: 0
Abstain: 0

Adjourn Board of Zoning Adjustments and Reconvene Planning Commission

PLANNING COMMISSION REGULAR CALENDAR

Item No.: 3
Time: 1:30 pm
File: ORD18-0006
Applicant: County of Sonoma
Owner: N/A
Cont. from: N/A
Staff: Jane Riley
Env. Doc: Exempt: Title 14, Cal. Code of Regulations Section 15061(b)(3) and CEQA Guidelines 15301 (existing facilities)

Proposal: Revisions to the Sonoma County Code to expand opportunities for housing by adopting allowances for new housing types, simplifying development standards, and better preserving existing rental housing and mobile home parks.

Location: Countywide
APN: Various
District: All
Zoning: Various

Action: This item was continued off calendar.



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: ZCE17-0007
DATE: August 2, 2018
TIME: 1:05 p.m.
STAFF: Hannah Spencer, Project Planner

Board of Supervisors Hearing will be held at a later date and will be noticed at that time.

SUMMARY

Applicant: 2642 Westside Rd, LLC

Owner: 2642 Westside Rd, LLC

Location: 2642 Westside Rd, Healdsburg; APN 110-130-024;
Supervisorial District No.: 4

Subject: Zone Change

PROPOSAL: Request for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on a 9.05-acre parcel.

Environmental Determination: Categorical Exemption 15061(b)(3)

General Plan: LIA (Land Intensive Agriculture) 20-acre density

Specific/Area Plan: None

Land Use: N/A

Ord. Reference: Section 26-76-005

Zoning: LIA (Land Intensive Agriculture), B6 20 acre density, and current combining zones include Z (Accessory Unit Exclusion), RC 100/50 (Riparian Corridor with 100-foot and 50-foot setbacks), SR (Scenic Resources), VOH (Valley Oak Habitat)

Land Conservation Contract: N/A

Application Complete for Processing: July 25, 2017

RECOMMENDATION: Recommend that the Planning Commission recommend to the Board of Supervisors approval of the requested Zone Change.

EXECUTIVE SUMMARY:

The landowner is seeking approval for a Zone Change to remove the Z (Accessory Unit Exclusion) combining district on an 9.05-acre parcel. The landowner wishes to build a new primary residence and designate the existing residence as an accessory dwelling unit. The parcel is located in the Healdsburg area, approximately 1.3 miles southwest of City limits. The Z combining district was applied to the property and the surrounding area in order to protect agricultural lands and exclude additional dwellings. General Plan Housing Element Policy HE-3c includes a program to remove qualifying parcels from the Z combining district when they are between two and ten acres in size. Allowing an accessory dwelling unit on this parcel would not significantly impact the character of the neighborhood, nor the traffic in the area. In addition, the parcel is located in a major groundwater basin and fire hazards are low. Therefore, staff determined that the parcel qualifies to be removed from the Z combining district.

ANALYSIS**Background:**

The subject property was rezoned to the current zoning designation in 1993 as part of the implementation of the 1989 General Plan. The Board of Supervisors adopted Ordinance No. 4643 rezoning agricultural and resource lands to match the new General Plan designations. All lands that were previously designated as AE (Agriculture Exclusive) or that were subject to an active Land Conservation Act Contract were rezoned to include the Z (Accessory Unit Exclusion, formerly "Second Unit Exclusion") combining district. The application of the Z combining district was based on the fact that agricultural lands had the potential for agricultural-type employee housing if the land had agricultural production.

After the applicant submitted his zone change application, Permit Sonoma received direction from the Board of Supervisors to initiate a Z (Accessory Unit Exclusion) removal zone change application for hundreds of qualifying parcels. The subject parcel is one of the qualifying parcels included in the County-initiated zone change project. However, due to delays in processing, the applicant requested staff to move his application forward and separately from the County-initiated zone change project. The applicant wishes to obtain approval of his zone change application as soon as possible in order to construct the new primary residence.

Project Description:

The applicant is requesting the Z (Accessory Unit Exclusion) combining district be removed from the subject 9.05-acre parcel to allow for an accessory dwelling unit on the parcel.

Site Characteristics:

The subject 9.05-acre parcel is located on Westside Rd., a designated Scenic Corridor, approximately 500 feet north of Foreman Lane and 1.3 miles south of the City of Healdsburg. The property is generally flat and slightly slopes southeast and contains Mill Creek on the northern boundary. The parcel contains 6 acres of vineyard and is developed with a 1,076 square foot single family dwelling, a 2,000 square foot barn, and two wells. The proposed new primary dwelling location is outside of the Westside Rd. Scenic Corridor.

The project site is not under a Land Conservation (Williamson) Act Contract and is too small to qualify for a Land Conservation (Williamson) Act contract in the future.

Surrounding Land Use and Zoning:

North: Agriculture and Residence; Zoned LIA (Land Intensive Agriculture), 20-acre density, Z (Second Dwelling Unit Exclusion)

East: Agriculture and Residences; Zoned LIA (Land Intensive Agriculture), 20-acre density, Z (Second Dwelling Unit Exclusion)

West: Agriculture and Residence; Zoned LIA (Land Intensive Agriculture), 20-acre density, Z (Second Dwelling Unit Exclusion)

South: Agriculture and Residence; Zoned LIA (Land Intensive Agriculture), 20-acre density, Z (Second Dwelling Unit Exclusion)

DISCUSSION OF ISSUES

Issue #1: General Plan Consistency

The subject property received the LIA (Land Intensive Agriculture), Z (Accessory Unit Exclusion, formerly known as “Second Unit Exclusion”) combining designation in 1993 during the implementation of the 1989 General Plan because the parcel was zoned AE (Agriculture Exclusive) at that time. Accessory dwellings are restricted in the Agricultural Zones because they are allowed to have agricultural employee units, farm family, and farmworker units which do not count towards density and are directly related to agriculture. However, many substandard parcels do not qualify for these types of units. The Board adopted Policy HE-3c to allow the smaller parcels to have an accessory unit if appropriate.

Typically, accessory dwelling units are allowed in the Land Intensive Agriculture zoning district under the following circumstances: there is not a Z combining district; the parcel is not under a Land Conservation (Williamson) Act Contract; the parcel is at least 1.5 acres in size in areas served by well and septic systems; and the request meets all the Accessory Dwelling Unit Zoning Code standards. Removal of the Z (Accessory Unit Exclusion) combining district on the subject parcel appears to be consistent with the General Plan.

The parcel is 9.05 acres in size and not large enough to be placed under a Land Conservation (Williamson) Act Contract, even though approximately 6 acres is planted in vineyard.

General Plan Housing Element Policy HE-3c includes a policy to remove qualifying parcels when they are between two and ten acres in size. Policy HE-3c states:

Review “Z” (Second Dwelling Unit Exclusion) Combining District restrictions on agricultural parcels of less than 10 acres county-wide, and consider removing the restrictions where appropriate.

The Board of Supervisors adopted this policy, but directed staff to continue to implement it on a case-by-case basis. The subject parcel is zoned LIA (Land Intensive Agriculture) and is 9.05 acres in size. Allowing the Z combining district to be removed and adding an additional dwelling unit appears consistent with Policy HE-3c as an opportunity to provide affordable housing on the site.

Issue #2: Zoning Consistency

Application and removal of the Z combining district must conform to the Accessory Dwelling Unit Exclusion Combining District Section of the Sonoma County Zoning Ordinance. Section 26-76-005 states the following reasons for applying the Z (Accessory Unit Exclusion) combining district:

The purpose of this district is to provide for the exclusion of accessory dwelling units in the following areas:

- a) *Areas where there is an inadequate supply of water for drinking or firefighting purposes,*

- b) *Areas where there are inadequate sewer services or danger of groundwater contamination,*
- c) *Areas where the addition of second units would contribute to existing traffic hazards or increase the burden on heavily impacted streets, roads, or highways, and*
- d) *Areas where, because of topography, access, or vegetation, there is a significant fire hazard (Ord. No. 4643, 1993).*

The above reasons do not appear to apply to the project site based on the following:

Water Supply:

The subject parcel is served by a well and is located in a Groundwater Availability Area 1 (Major Groundwater Basin). Thus the Z (Accessory Unit Exclusion) combining district would not be necessary due to the lack of water availability.

Wastewater Disposal:

The subject parcel is served by a private septic system in a Major Groundwater Basin primarily composed of well-draining soils. Surrounding parcels range from 1 acre to 63 acres in size and the subject site is not located in an area subject to variance prohibitions and/or special standard requirements for septic systems. The existing residence is 1,076 square feet in size and contains two bedrooms. The landowner intends to designate this residence as the accessory unit and build a new primary dwelling. On January 16, 2018, the County issued a septic permit for a seven-bedroom standard septic system to serve both the existing dwelling and the new primary dwelling. If the zone change request is not approved, the landowner will be required to demolish the existing residence prior to constructing the new primary dwelling.

Based on the soils, proven septic capability, and nearby parcels sizes, it does not appear that the additional septic system could cause groundwater contamination. Therefore, there does not appear to be justification for the Z (Accessory Unit Exclusion) combining designation being retained due to inadequate sewer services.

Traffic Hazards:

The project site is located on Westside Road, in a lightly populated area and there are no existing traffic hazards. Therefore the addition of an additional dwelling unit to this site would not significantly increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.

Fire Hazards:

The General Plan Safety Element includes Figure PS-1g, Wildland Fire Hazard Areas, which shows that the subject property is not located in an area prone to wildfires. Therefore, there does not appear to be justification for the Z (Second Dwelling Unit Exclusion) combining designation being retained due to fire hazards.

Issue #3: Spot Zoning

The County of Sonoma has attempted to implement a comprehensive land use plan through its Zoning Ordinance. Spot zoning is generally considered undesirable but refers to the primary base zone, rather than to combining zones. The subject property was compared to adjoining properties to determine the overall pattern of zoning designations. All parcels adjacent to the site share the same zoning, LIA (Land Intensive Agriculture) with the Z (Accessory Unit Exclusion) combining district.

Each of the surrounding parcels with the Z combining district would have the same opportunity to apply for removal of the Z combining district pursuant to General Plan Housing Element HE-3c and would be evaluated using the same generally applicable zoning code standards. Therefore, the subject property would not be granted zoning that is either more restrictive or less restrictive than zoning which is available to the surrounding properties, and spot zoning would not occur.

Therefore, it does not appear to be spot zoning to remove the Z combining district on this parcel, combined with the fact that the parcel is not under a Land Conservation Act Contract and is too small to ever qualify for that type of contract.

The request is consistent with the Board of Supervisors' direction to process such requests on a case by case basis.

STAFF RECOMMENDATION

Recommend that the Planning Commission approve the requested Zone Change, to remove the Z (Accessory Unit Exclusion) combining district on the subject parcel.

FINDINGS FOR RECOMMENDED ACTION

1. General Plan Housing Element Policy HE-3c includes a program to remove the Z (Accessory Unit Exclusion) combining district from qualifying parcels less than ten acres in size. The subject parcel is 8.89 acres in size and allowing an accessory dwelling unit would be consistent with Housing Element goals and objectives to increase opportunities for the production of affordable housing such as accessory dwelling units.
2. Removal of the Z (Accessory Unit Exclusion) combining district is consistent with the LIA (Land Intensive Agriculture) land use designation and will not significantly alter any of the potential uses that are currently allowed on this site.
3. The project site is not under a Land Conservation Act Contract and is too small to qualify for a Land Conservation Act Contract in the future.
4. The removal of the Z (Accessory Unit Exclusion) combining district is consistent with the Zoning Code based on the following facts. The particular circumstances in this case are:
 - a. This parcel is located in a Groundwater Availability Area Class 1, meaning that the site is located in a major groundwater basin and there is adequate water supply to serve the future single-family dwelling and future accessory dwelling unit.
 - b. Zoning Code Section 26-88-060(j)(2) allows an Accessory Dwelling Unit on parcels served by well and septic with a minimum lot area of (2) acres. The subject parcel is 9.05 acres in size and therefore meets this standard.
 - c. The site is not located in an area with existing traffic hazards. The addition of an accessory dwelling unit to this site would not increase the burden on streets, roads, or highways in the area as they are all operating acceptably and are not projected to become impacted in the foreseeable future.
 - d. The project site is not located within a designated fire hazard area. Removal of the Z (Accessory Unit Exclusion) combining district would not decrease public safety.

5. The project is exempt from CEQA pursuant to Section 15061(b)(3) because the project will have no significant effect on the environment and includes only the potential for one future residential structure exempt under Guidelines Section 15303(a).

LIST OF ATTACHMENTS

- EXHIBIT A: Draft Ordinance and Sectional District Map
 - EXHIBIT B: Proposal Statement
 - EXHIBIT C: Vicinity Map
 - EXHIBIT D: General Plan Land Use Map
 - EXHIBIT E: Assessor's Parcel Map
 - EXHIBIT F: Draft Resolution
-



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Angela Struckmann 565-4396
Karen Fies 565-6990

Supervisorial District(s):

All

Title: Human Services Department Appointment of Retiree Extra-Help

Recommended Actions:

Pursuant to Government Code §7522.56, approve the appointment of Diane Kaljian as a former Assistant Director retiree extra-help employment, in order to provide additional assistance to the new Assistant Director within 180 days of her retirement, with an appointment date as early as October 17, 2018.

Pursuant to Government Code §7522.56, approve the appointment of Carl Vanden Heuvel as a former Department Administrative Services Director retiree extra-help employment, in order to provide additional assistance to the new Department Administrative Services Director within 180 days of his retirement, with an appointment date as early as October 17, 2018.

Executive Summary:

Diane Kaljian, Assistant Director, retired on August 13, 2018. Carl Vanden Heuvel, Department Administrative Services Director, retired on September 10, 2018. Pursuant to the California Public Employee's Pension Reform Act (PEPRA), Government Code §7522.56, an exception can be made to reappoint a retiree as extra-help provided the governing body certifies that the appointment is necessary to fill a critically needed position, in those circumstances where 180 days from the date of retirement has not yet passed. This approval must be in a noticed public meeting and not on a consent calendar. PEPRA includes other requirements in order for a retiree to be eligible for an Extra-Help appointment, such as not having accepted a retirement incentive and not having accepted unemployment arising out of prior public appointment. The individuals and the Human Services Department have completed the Retiree Extra-Help Compliance Form certifying the appropriateness of this appointment.

Discussion:

Diane Kaljian worked for the County for 31 years and held the Assistant Director position for over a year and a half, retiring on August 13, 2018. Ms. Kaljian's knowledge of the position exceeds that of any other employee in the county, making her the most qualified person to provide the necessary knowledge and support to the new Assistant Director. Although there are two Assistant Director positions in Human Services, each has distinct roles and responsibilities, such that the knowledge and skill sets needed for each position are very different. Given that Ms. Kaljian previously filled the Assistant Director role that Ms. Struckmann now occupies, Ms. Kaljian is best suited to provide detailed guidance and training as needed over the next fiscal year. Because the work is varied and at times unpredictable, situations could arise at different times throughout the year that may require intermittent training and guidance for Ms. Struckmann. Having the ability to utilize Ms. Kaljian's expertise as issues and challenges arise would help to ensure a more efficient and effective process.

Carl Vanden Heuvel has worked for the County for 14 years and held the position of Department Administrative Services Director for over 4 years, retiring on September 10, 2018. His knowledge and expertise in the position exceeds that of any other employee in the county, and makes him best suited to assist the new Department Administrative Services Director. There is only one Department Administrative Services Director in HSD, responsible for budget and finance, making it crucial that the person filling the role has the necessary information and support to do the job effectively. The nature of finance and budget is such that certain times of year require more intensive knowledge and effort; for example during the weeks and months leading up to completion of the department and county budgets. Mr. Vanden Heuvel's expertise will be needed on an intermittent basis over the next fiscal to ensure that Ms. Rivera has the information and support she needs to ensure an accurate and effective budget process, as well as to provide effective fiscal monitoring and decision-making for HSD.

The recent hiring process for both positions allowed for minimal overlap of incoming and outgoing staff, and having additional assistance from both Ms. Kaljian and Mr. Vanden Heuvel will be very important to the effectiveness of the new leadership staff.

The Human Services Department has consulted with the Human Resources Department, which is supportive of the recommended action.

In accordance with Government Code section 7422.56, the Human Services Department is asking the Board to certify as follows:

- Approval for Diane Kaljian to provide assistance to HSD in an extra-help capacity to fill a critical position within 180 days of her retirement date;
- Approval for Carl Vanden Heuvel to provide assistance to HSD in an extra-help capacity to fill a critical position within 180 days of his retirement date;
- Diane Kaljian and Carl Vanden Heuvel did not accept retirement incentives upon their retirement; and
- Diane Kaljian and Carl Vanden Heuvel's extra-help appointments shall not exceed 960 hours per year.

If the Board of Supervisors approves the foregoing certifications, Diane Kaljian and Carl Vanden Heuvel will be hired no earlier than October 17, 2018 as extra-help for the Assistant Director and Department Administrative Services Director positions, respectively.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Both the Assistant Director and the Department Administrative Services Director are key positions to provide support and leadership to the staff and programs in HSD. These programs provide a wide range of safety net services and supports to the community, and are integral in helping people live safe and healthy lives.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	25,000		
Additional Appropriation Requested			
Total Expenditures	25,000	0	0
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	25,000		
Use of Fund Balance			
Contingencies			
Total Sources	25,000	0	0
Narrative Explanation of Fiscal Impacts:			
HSD budgeted salary savings worth \$7.13 million (6.4% of total Salary & Benefits) in FY2018-19, which is the equivalent of 55.6 vacant FTE positions. The current actual Year-to-Date vacancy average is at 101.2 vacant FTEs. Thus, salary savings will be almost double the budgeted amount if vacancies are held at current level, which will be more than adequate to cover the \$25,000 cost of hiring the proposed Extra Help personnel.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
These are Retiree Extra-Help appointments; no permanent allocations are being added or changed.			

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: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission

Staff Name and Phone Number:

Benjamin Wickham, 565-7542

Supervisorial District(s):

All

Title: Windsor Veterans Village – Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing to approve the issuance of multifamily housing revenue bonds.

Recommended Actions:

1. The Sonoma County Board of Supervisors is being asked to adopt a resolution which would approve the issuance of multifamily housing revenue bonds by the Golden State Finance Authority (the “Authority”) for the purpose of financing the construction and equipping of Windsor Veterans Village, a multifamily residential housing facility located in Sonoma County (the “Project”).

Executive Summary:

The Project is a 60-unit veterans/homeless rental housing project to be located at 9500 Oak Park Street, Windsor, California 95492, and is generally known as Windsor Veterans Village. The Project is to be owned by A0690 Windsor Development LLC, a California limited liability company (the “Borrower”) or related entities.

The purpose of the resolution is to allow the financing to meet a requirement of the Internal Revenue Code of 1986 (the “Code”). The adoption of this resolution is the first step in the process of financing the proposed Project. Prior to the issuance of bonds the Project will need to receive “private activity bond” allocation from the California Debt Limit Allocation Committee (“CDLAC”) and the Authority will be required to adopt a resolution which would approve the execution and delivery of certain bond documents that would reflect the terms of the bonds.

Discussion:

The Code requires that the “applicable elected representatives” of the jurisdiction in which a project to be financed with “private activity bonds” is situated adopt a resolution approving the issuance of such “private activity bonds” after a public hearing has been held which has been noticed in a newspaper of general circulation in such jurisdiction. The County is being asked to hold such public hearing which has been noticed as required by the Code. The proposed resolution would act as the approval by the

“applicable elected representatives” with respect to the proposed Project. The CDLAC application for “private activity bond” allocation for a multifamily housing project requires the inclusion of the approval resolution, or if the resolution has not yet been adopted, an indication of when the approval resolution will be approved. The Authority has submitted to CDLAC an application for “private activity bond” allocation for the purpose of financing the construction and equipping of the Project and has advised CDLAC of the proposed date for the public hearing and consideration of the resolution; if the Board of Supervisors adopts this resolution, the Authority will supplement the submission to CDLAC.

The County would not be a party to the financing documents. As set forth in Section 6 of the Amended and Restated Joint Exercise of Powers Agreement of the Authority (the “JPA Agreement”), the debt would not be secured by any form of taxation, or by any obligation of either the County or the Authority. Neither would the debt represent or constitute a general obligation of either the County or the Authority. Pursuant to the governing California statutes and the JPA Agreement, a member or associate member of the Authority is not responsible for the repayment of obligations incurred by the Authority. The debt would be payable solely from amounts received pursuant to the terms and provisions of financing agreements to be executed by the developer of the proposed facility (the “Developer”). In the financing documents the Developer will also provide comprehensive indemnification to the Authority and its members and associate members, including the County.

The County’s membership in the Authority bears with it no cost or other financing obligation, but serves as a public acknowledgement by the host jurisdiction of the project financing.

Prior Board Actions:

02/06/2018 Item #37: Approved County Fund for Housing award of \$750,000 to the Windsor Veterans Village housing development project
05/22/2007: Adopted resolution to enter the JPA Agreement with Golden State Finance Authority (formerly known as California Rural Home Mortgage Finance Authority)

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

Supporting the long-term preservation of housing that is available, accessible and affordable for low-income seniors provides safe, healthy, and secure living environments for some Sonoma County’s most vulnerable residents.

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 County's membership in the Authority bears with it no cost or other financing obligation, but serves as a public acknowledgement by the host jurisdiction of the project financing.			
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:			

RESOLUTION # _____

RESOLUTION OF THE SONOMA COUNTY BOARD OF SUPERVISORS APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986 THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY THE GOLDEN STATE FINANCE AUTHORITY TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A MULTIFAMILY RENTAL HOUSING PROJECT LOCATED WITHIN SONOMA COUNTY.

WHEREAS, Sonoma County (the “County”) is an associate member of the Golden State Finance Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”); and

WHEREAS, the Authority is authorized, pursuant to the provisions of California Government Code Section 6500 *et seq.* and the terms of the Amended and Restated Joint Exercise of Powers Agreement, originally dated as of July 1, 1993, and as thereafter from time to time amended and restated, among certain local agencies throughout the State of California (the “Agreement”), including the County, to issue its revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the construction, acquisition, rehabilitation and/or equipping of multifamily rental housing for persons and families of low or moderate income; and

WHEREAS, A0690 Windsor Development LLC, a California limited liability company (the “Borrower”), has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$27,000,000 (the “Bonds”) and lend the proceeds of the Bonds to the Borrower or related entities for the purpose of financing the costs of the construction and equipping of a 60-unit multifamily rental housing project to be located at 9500 Oak Park Street, Windsor, California 95492, Sonoma County, generally known as Windsor Veterans Village (the “Project”); and

WHEREAS, the Project is located wholly within the County; and

WHEREAS, the interest on the Bonds may qualify for a federal tax exemption under Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”), only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the issuance of the Bonds by the Authority must be approved by the County because the Project is located within the territorial limits of the County; and

WHEREAS, the Board of Supervisors of the County (the “Board of Supervisors”) is the elected legislative body of the County and is an “applicable elected representative” with respect to the approval of the issuance of the Bonds under section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Board of Supervisors approve the issuance of Bonds by the Authority in order to satisfy the public approval requirement of section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Authority caused a notice to appear in the Press Democrat, which is a newspaper of general circulation in the County, on _____, 2018 to the effect that a public hearing would be held with respect to the Project on _____, 2018 regarding the issuance of the Bonds; and

WHEREAS, the Board of Supervisors held said public hearing on such date, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Sonoma County, as follows:

1. The recitals hereinabove set forth are true and correct, and this Board of Supervisors so finds.

2. Pursuant to and solely for purposes of Section 147(f) of the Code, the Board of Supervisors hereby approves the issuance of the Bonds by the Authority in one or more series to: (i) finance the Project, and (ii) reimburse the Borrower, solely from the proceeds of the Bonds, for certain costs of the Project incurred no more than 60 days prior to the date of the adoption of this Resolution. It is intended that this Resolution constitute approval of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located in accordance with: (i) said Section 147(f) of the Code; and (ii) Section 6 of the Agreement.

3. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of the Borrower. The Bonds shall not constitute a debt or obligation of the County.

4. The adoption of this Resolution shall not obligate the County or any department thereof to (i) provide any financing to construct or equip the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the construction or operating of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

5. The officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

6. The Clerk of the Board of Supervisors is hereby directed to forward a certified copy of this Resolution to the Bond Counsel for the Bonds, addressed as follows:

Kathryn P. Peters, Esq.
Kutak Rock LLP
2300 Main St., Suite 800
Kansas City, MO 64108

7. This Resolution shall take effect immediately upon its passage and adoption.

[Remainder of page intentionally left blank]

THE FOREGOING RESOLUTION is approved and adopted by the Board of Supervisors of the County of Sonoma this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

_____, Chair
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

THE WITHIN INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: **MAY 22 2007**

#23
Resolution No. 07-0423

ROBERT DEIS, Clerk of the Board of
Supervisors of the State of California, in & for
the County of Sonoma

Date: May 22, 2007

BY  DEPUTY

CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA AND THE SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION
1) AUTHORIZING THE COUNTY TO BECOME AN ASSOCIATE MEMBER OF CALIFORNIA RURAL HOME MORTGAGE FINANCE AUTHORITY HOMEBUYERS FUND (CHF),
2) APPROVING THE FORM, TERMS AND PROVISIONS OF THE CHF AGREEMENT,
3) AUTHORIZING THE COMMISSION EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER THE CHF AGREEMENT ON BEHALF OF THE COUNTY AND TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND TO TAKE SUCH FURTHER ACTIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION AFTER REVIEW AND APPROVAL BY COUNTY COUNSEL, AND 4) AUTHORIZING ASSIGNMENT OF SONOMA COUNTY'S 2007 SINGLE FAMILY ALLOCATION TO CHF FOR USE WITH THEIR 2007 AND 2008 BOND PROGRAMS.

WHEREAS, there is a continued need for affordable homeownership opportunities within the County of Sonoma (County), particularly for households with low and moderate incomes; and

WHEREAS, the Sonoma County Community Development Commission (Commission) has previously entered into Cooperative Agreements with the County, and the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor pursuant to which Commission applied to the California Debt Limit Allocation Committee (CDLAC) for Mortgage Revenue Bond Single Family Allocation authority for a Mortgage Credit Certificate (MCC) program; and

WHEREAS, rapid escalation of real estate values in Sonoma County has resulted in a lack of homes available for sale within permitted MCC purchase price limits; and

WHEREAS, the 2007 Sonoma County Single Family Allocation from CDLAC is \$1,797,671, which is sufficient to assist just 4 to 7 first-time homebuyers in 2007 and 2008; and

WHEREAS, the combined impact of increased purchase prices and decreased allocation renders continued implementation of the MCC program infeasible for the current year; and

WHEREAS, the California Rural Home Mortgage Finance Authority (CRHMFA) Homebuyers Fund (CHF) is a joint powers authority originally created in 1993 as a means to provide home loans for residents within counties that are members of the Regional Council of Rural Counties (RCRC); and

WHEREAS, Sonoma County is eligible to become an Associate Member of CHF, which membership would allow CHF to offer residents of the County a variety of home loan opportunities, including loans designed to benefit homebuyers having low to moderate incomes and homebuyers needing assistance with down-payments and related closing costs; and

WHEREAS, the purchase price limits for the CHF programs are higher than the permitted MCC purchase price limits; and

WHEREAS, the Board of Supervisors (Board) has determined that it would be in the best interests of the County and its residents to have CHF loan programs offered to County residents; and

WHEREAS, the County may become an Associate Member of CHF by executing the CRHMFA Homebuyers Fund Joint Exercise of Powers Agreement (Updated November 18, 2005) (CHF Agreement), a copy of which has been provided to the Board of Supervisors; and

WHEREAS, the County may assign its Single Family Allocation to CHF to increase the funds available to assist first-time homebuyers through CHF's programs; and

WHEREAS, the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor have adopted resolutions indicating their desire to: 1) enable their residents to access homebuyer assistance through a County Associate Membership in CHF; and 2) cooperate with the County in assigning the 2007 Single Family Allocation to CHF, and 3) maintain the previously executed Cooperation Agreements with Commission in the event that the jurisdictions want to implement an MCC program with future allocations from CDLAC.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the County to become an Associate Member of CHF, such membership to become effective upon the County's execution of the CHF Agreement.
2. The Board approves the form, terms and provisions of the CHF Agreement.
3. The Board and Commission authorize the Commission Executive Director to execute and deliver the CHF Agreement on behalf of the County.
4. The Board and Commission authorize the Commission Executive Director execute and deliver such other documents and to take such further actions as may be necessary to carry out the purpose and intent of this Resolution after review and approval by County Counsel.
5. The Board authorizes assignment of Sonoma County's 2007 Single Family Allocation to CHF for use with their 2007 and 2008 bond programs and authorizes Commission Executive Director to send a letter to the CDLAC to effect said assignment.

SUPERVISORS/COMMISSIONERS:

Kerns absent Smith aye Kelley absent Reilly aye Brown aye

AYES: 3 NOES: 0 ABSTAIN: 0 ABSENT: 2

SO ORDERED.



County of Sonoma Agenda Item Summary Report

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

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

Board of Supervisors

October 16, 2018

Majority

Permit Sonoma; Economic Development Board, Department of
Agriculture/Weights & Measures

Staff Name and Phone Number:

Tim Ricard 565-7257
Amy Lyle 565-7389
Tony Linegar 565-2371
Sita Kuteira 565-1106

Supervisorial District(s):

All

Title: Cannabis Land Use Ordinance Amendments

Hold a public hearing and at the conclusion of the hearing:

1. Adopt an Ordinance amending Chapter 26 of the Sonoma County Code to allow adult use cannabis businesses, enhance neighborhood compatibility, harmonize with State cannabis laws where appropriate, and make other minor amendments.
2. Adopt a Resolution finding the Ordinance is consistent with the General Plan and Area Plans, and determining exemption from the California Environmental Quality Act.

As directed by the Board of Supervisors and recommended by the Cannabis Ad Hoc Committee and the Planning Commission, the County proposes to amend the Cannabis Land Use Ordinance to accomplish the following:

- Require a minimum lot size of 10 acres for all commercial cannabis cultivation operations in agricultural and resource zones (LIA, LEA, DA, and RRD);
- Add new setback of 600 feet from schools for indoor cultivation in agricultural and resource zones;
- Allow reduction to the setback from public parks with a use permit (discretionary permit) under certain circumstances;
- Allow adult use/recreational cannabis operations with a use permit (discretionary permit), including dispensaries;
- Extend the term of new cannabis permits to 5 years with a use permit (discretionary permit);
- Allow changes to the permit holder and/or operator for all cannabis land use permits (similar to other land use permits) and require notification in the event of a change;

- Allow 25% additional area for propagation to support onsite cultivation with a use permit;
- Harmonize definitions and ordinance language to align with state law and emergency state regulations including adding new license types, which will not be taxed, and amending definitions;
- Allow up to nine centralized processing facilities on agricultural land with a use permit (discretionary permit);
- Eliminate the 24 hour notification requirement for inspections and monitoring of permitted operations; and
- Amend other zoning code language for consistency and clarification.

On April 10, 2018, the Board conducted a Cannabis Ordinance Study Session and adopted a Resolution of Intention to update the existing Cannabis Ordinances. Feedback from the Board of Supervisors on the Cannabis Zoning Ordinance focused on the following three areas:

1. Consider allowing Adult Use cannabis in unincorporated Sonoma County for the full cannabis supply chain, including dispensaries;
2. Harmonize the Sonoma County Ordinance with state law and regulations where appropriate; and
3. Enhance neighborhood compatibility and overconcentration issues related to cannabis operations, in two parts.

The Ordinance amendment process is split into two parts. Part 1 has a limited scope and is focused on bringing forward amendments to immediately require use permits for cultivation on smaller parcels and other actions that could happen in quick fashion. Part 2 will include a more thorough review of neighborhood compatibility and other implementation efforts that require robust outreach and staff analysis. Part 2 will begin in 2019 and will likely take 12-18 months.

On April 13 and May 21, 2018, the Board of Supervisors Cannabis Ad Hoc Committee (Supervisors Gorin and Hopkins) met and provided direction to staff.

On June 7 and 28, the Planning Commission held public hearings and adopted a Resolution (Resolution #18-008) recommending the amendments to the Board of Supervisors.

On August 7, the Board of Supervisors held a public hearing on the proposed cannabis amendments. In addition to reviewing the complete package of proposed amendments and the Planning Commission recommendations, the Board took straw votes on various policy options. After the straw votes were taken the Board provided additional direction to add a pilot program to allow centralized processing facilities on agricultural land in Sonoma Valley. This issue was not fully considered by the Planning Commission during their deliberations in June, 2018.

On August 20, the Ad Hoc Committee met and requested an amendment to eliminate the 24 hour notification requirement for inspections and monitoring of permitted operations as was raised through public comment on and before August 7. This issue was also not previously considered by the Planning Commission.

Government Code Section 65857 states the Board can approve, disapprove, or modify the Planning Commission's Recommended Ordinance but any modification that was not previously considered by the Commission must be referred back for report and recommendation.

On September 6, the Planning Commission held an additional public hearing to consider the additional amendments including the allowance of centralized processing on agricultural land and removing the 24 hour notification requirement for inspections of permitted operations.

The Aug 7, Board of Supervisor's straw votes included:

1. Cannabis Permit Requirements- Minimum Parcel Size

The Board of Supervisors voted to require a minimum lot size of 10 acres for all commercial cannabis cultivation operations in agricultural and resource zones (LIA, LEA, DA, and RRD). This motion included a pipeline provision that would allow applications for commercial cannabis cultivation operations that were deemed complete for processing prior to the effective date of this ordinance to continue to be processed under the development criteria and minimum lot size in effect at the time their applications were deemed complete.

All approved cannabis permits (both zoning permits and use permits) prior to the effective date of the ordinance, or through this pipeline provision, that are on parcels under 10 acres may be renewed with a use permit. Note that this means zoning permits that do not meet the minimum parcel size under the new ordinance would need to apply for a use permit to be renewed which would require public notification, environmental review, and allow the county to require conditions to address any issues.

2. Exclusion Combining District

The Board voted to reject the creation of Cannabis Exclusion Combining Districts. The Cannabis Exclusion Combining District would allow the Board to exclude cannabis uses on properties on which a cannabis use would otherwise be allowable, based on the properties meeting one or more specified criteria such as inadequate road access, residential character, and low water availability.

3. Inclusion Combining District

The Board voted to reject the creation of Cannabis Inclusion Combining Districts. The Cannabis Inclusion Combining Districts would allow cannabis uses on a property or properties in the Rural Residential (RR), Agriculture and Residential (AR), and Limited Commercial (LC) zones subject to limitations and provided certain criteria were met, such as a minimum parcel size.

4. Setbacks from Public Parks

The Board voted to allow a reduction to the setback from public parks with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope; that no offsite impacts will occur; and that the cannabis operation is not accessible or visible from the park.

5. Propagation Area Allowance

The Board voted to allow up to 25% in additional propagation area, to support onsite cultivation, with a use permit. No additional propagation area would be permitted with a zoning permit.

6. Term of Cannabis Land Use Permit

The Board voted to extend the term of new cannabis permits from 1 year to 2 years for Zoning Permits, and 5 years for Use Permits.

Modified Staff Recommendations

After further review of these straw votes staff is recommending the following modifications:

1. Retain the one year permit term for all ministerial permits.
2. Retain the current requirement for Medical Cannabis cultivation for all ministerial permits.
3. Do not allow appeals of ministerial permits issued by the Department of Agriculture Weights and Measures.

Based on public comments staff is recommending that changes to the program allowing adult use and longer term permits should be limited to conditional use permits. Zoning permits would remain medical only and limited to 1 year term permits, which can be renewed.

Staff is further recommending that no appeal be allowed at this time for ministerial permits issued by the Department of Agriculture/Weights and Measures. First, the appeal would be limited in scope and only address whether or not the project met the existing standards, which may in many cases fail to address the concerns of the appellant. This appeal process would add significant staff time, cost and delays to the permitting process. The cost of the additional staff time would not be covered by the flat \$1,164 fee, which would necessitate an increase in permit fees to cover these costs. The increase in cost and time to issue these permits would largely negate the advantage of ministerial permitting over discretionary permitting for the permittee as well as set a concerning precedent for the appeal of ministerial permits that could spill over into other county issued ministerial permits.

Centralized Cannabis Processing on Agricultural Land

On August 7, the Board asked staff to add an allowance for centralized processing facilities on agricultural land in Sonoma Valley. Centralized processing means “activities associated with drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured cannabis” from off-site sources. The draft ordinance already included an allowance for centralized processing facilities within industrial zones.

On September 6, the Planning Commission recommended allowing centralized processing in all agricultural zones countywide, with a cap of 9 permits allowed. Staff had recommended that this use be limited to Sonoma Valley to serve cultivators on “adjacent properties or in the immediate area.” The Planning Commission recommended allowing centralized processing of any cannabis within the “local area,” a term used in other areas of the zoning code and the General Plan.

Staff further recommends that centralized processing facilities be limited to existing structures, or previously developed areas, and require a 10 acre minimum. This use would be subject to the same

standards and setbacks as indoor cultivation which could be further limited through the use permit process. It should also be noted that centralized processing facilities are not included in the penalty relief program and would not be able to commence until individual use permits are approved and pre-operational conditions have been met.

Site Visit 24 hour Notification Requirement

On September 6, the Planning Commission recommended an amendment to eliminate the 24 hour notification requirement for inspections and monitoring of permitted operations. This would provide flexibility for staff to inspect without advance notice, although for safety it is current practice for staff to call in advance so the visit is expected. It should be noted this change only impacts inspections to permitted sites. Code enforcement staff does not have to adhere to any advance notice requirements for inspections.

ENVIRONMENTAL DETERMINATION

The proposed amendments and any corresponding administrative regulations, if any, are exempt from the California Environmental Quality Act (CEQA) pursuant to Business and Professions Code Section 26055(h), because the Ordinance provides for a discretionary review and approval process, including CEQA review, of permits to engage in commercial cannabis activity. The Board further finds that adoption of the Ordinance is further exempt from CEQA review pursuant to Sections 15307 and 15308 of the State CEQA Guidelines 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. The basis for this determination is that the Ordinance continues existing development standards, permit requirements, and other measures for commercial cannabis activity within the unincorporated area of the county including, but not limited to, riparian setbacks, biotic resource protection, waste discharge requirements, and significant constraints on water use in the County's most water scarce areas. The Ordinance also enhances protections by increasing the minimum parcel size and adding new setbacks from sensitive uses. Further, the Ordinance expands regulation of the County's cannabis industry to encompass adult-use for the full supply chain, encouraging illegal cannabis cultivators to come into compliance with the environmental protection standards provided for in the Ordinance. The Board further finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. The basis for this determination is that the Ordinance also makes minor technical, clarifying, or conforming changes to the existing standards, permit requirements, and other measures for commercial cannabis activity within the unincorporated area of the county. Ordinance changes are largely limited to the discretionary permitting process that ensures further site- and project-specific environmental review. The adoption of the Ordinance will not result in any direct or indirect physical change to the environment, and will instead ensure the maintenance and protection of natural resources and the environment, by maintaining existing environmental standards for commercial cannabis activity within the unincorporated area of the county.

Prior Board Actions:

August 28, 2018: Final adoption of the Cannabis Business Tax and Health Ordinance amendments.
August 7, 2018: A public hearing on the Cannabis Land Use Ordinance was held and straw votes were taken.
April 10, 2018: Resolution of Intention to update existing cannabis land use ordinance.
September 12, 2017: Approval of a Resolution to modify and extend the Temporary Code Enforcement Penalty Relief Program for Land Use Permits for Cannabis Operations.
July 18, 2017: Approval of the appointment of 20 members to serve on the Sonoma County Cannabis Advisory Group for a term of two years.
April 11, 2017: Approval of staffing and budgetary adjustments to implement the Cannabis Program, adoption of the 2017 Cannabis Ad Hoc Committee Charter, and approval of the Advisory Group Selection and Work Plan.
May 23, 2017: Approval of a Resolution establishing the Code Enforcement Temporary Penalty Relief Program.
December 20, 2016: Final adoption of Cannabis Land Use Ordinance.
December 13, 2016: Final adoption of Cannabis Business Tax Ordinance and Cannabis Health Ordinance.

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

Establishing comprehensive cannabis policies is necessary to preserve our environmental resources, protect the health and safety of our communities, and ensure the industry contributes positively to the economic vitality of our County.

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Attachment A: Draft Cannabis Land Use Ordinance with Exhibits EXHIBIT A: Draft Cannabis Definitions Section EXHIBIT B: Draft Cannabis Zoning Code Sections EXHIBIT C: Clean Draft Cannabis Zoning Code Sections</p> <p>Attachment B: Board of Supervisors Resolution Attachment C: Draft Cannabis Land Use Table Attachment D: September 6, 2018 Planning Commission Memo Attachment E: September 6, 2018 Planning Commission Resolution with Exhibit</p>			

Attachment F: September 6, 2018 Planning Commission Minutes

Public Comments Received

ORDINANCE NO. ()

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 26 OF THE SONOMA COUNTY CODE TO ALLOW ADULT USE CANNABIS IN SONOMA COUNTY FOR THE FULL CANNABIS SUPPLY CHAIN, ENHANCE NEIGHBORHOOD COMPATIBILITY, ADD NEW DEFINITIONS AND MAKE MINOR NON-SUBSTANTIVE AMENDMENTS TO HARMONIZE WITH CALIFORNIA STATE LAW AND REGULATIONS WHERE APPROPRIATE

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

SECTION I. Purpose and Findings.

The proposed amendments are necessary and desirable to protect the public health, safety and environmental resources, provide a consistent regulatory pathway for the cannabis industry consistent with state regulations, foster a healthy, diverse and economically viable cannabis industry that contributes to the local economy, and ensure that environmental, public health, safety and nuisance factors related to the cannabis industry are adequately addressed.

The Medical Cannabis Regulation and Safety Act (“MCRSA”), signed into law in October 2015, constructed a comprehensive framework for the regulation of medical cannabis and replaced the collective/cooperative model with a dual commercial licensing scheme at the local and state levels.

- A. On December 20, 2016, the Sonoma County Board of Supervisors adopted a series of ordinances, including the Medical Cannabis Land Use Ordinance (Ordinance Number 6189) to establish a comprehensive local cannabis program and to permit and regulate the complete supply chain of medical uses.
- B. The Senate Bill 94, known as the “2017-2018 Budget Trailer Bill”, signed into law on June 27, 2017, repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”) and incorporated certain provisions of MCRSA into the provisions of the Adult Use of Marijuana Act (“AUMA”) to create one regulatory framework termed the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”).
- C. On April 10, 2018, the Sonoma County Board of Supervisors adopted a Resolution of Intention, directing staff to explore and propose amendments to the Cannabis Ordinance to allow for Adult Use cannabis for the full supply chain and adopt new definitions and minor technical changes to harmonize with State law and regulations where appropriate.
- D. This ordinance amendment package is intended to be Part 1 of a two part policy effort to alleviate neighborhood compatibility issues and harmonize with state regulations which were adopted after the County’s adoption of the Cannabis Land Use Ordinance (Ordinance Number 6189) on December 20, 2016.
- E. Adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA), for the reasons set forth in the Board’s Resolution No. 18-_____, adopted concurrently with this ordinance. Resolution No. 18- _____ is hereby incorporated by reference as though fully

set forth herein.

- F. This ordinance is substantially consistent with the Sonoma County General Plan, for the reasons set forth in the Board's Resolution No. 18-_____, adopted concurrently with this ordinance. Resolution No. 18- ___ is hereby incorporated by reference as though fully set forth herein.

SECTION II. Sonoma County Code Chapter 26 (the Zoning Code) is hereby amended as follows:

- A. **Section 26-02-140 (Definitions).** Section 28-88-140 of Chapter 26 of the Sonoma County Code is amended as shown in Exhibit A attached hereto.
- B. **Section 26-88-250 (Commercial cannabis uses).** Section 26-88-250 of Chapter 26 of the Sonoma County Code is amended as shown in Exhibit B, attached hereto.
- C. **Section 26-88-252 (Enforcement).** Section 26-88-252 of Chapter 26 of the Sonoma County Code is amended as shown in Exhibit B attached hereto.
- D. **Section 26-88-254 (Cannabis cultivation Commercial medical).** Section 26-88-254 of Chapter 26 of the Sonoma County Code is amended as shown in Exhibit B attached hereto.
- E. **Section 26-88-256 (Medical cannabis dispensary uses).** Section 26-88-256 of Chapter 26 of the Sonoma County Code is amended as shown in Exhibit B attached hereto.
- F. **Section 26-88-258 (Cannabis cultivation Personal).** Section 26-88-258 is amended as shown in Exhibit B attached hereto.
- G. **Amendments to Zoning Districts for Commercial Cannabis Uses.**

The following Subsections of Chapter 26 of the Sonoma County Code are amended for Permitted Uses:

Section 26-04-010(p) – LIA Land Intensive Agriculture District
Section 26-06-010(t) LEA Land Extensive Agriculture District
Section 26-08-010(s) – DA Diverse Agriculture District

To be read as follows:

“Commercial cannabis uses in compliance with Section 26-88-250 through 26-88-256”

The following Subsections of Chapter 26 of the Sonoma County Code are amended for Permitted Uses:

Section 26-44-010(u) – MP Industrial Park
Section 26-46-010(t) – M1 Limited Urban Industrial
Section 26-48-010(y) – M2 Heavy Industrial
Section 26-50-010(r) – M3 Limited Rural Industrial

to read as follows:

“Commercial cannabis ~~medical~~-uses in compliance with Section 26-88-250 through 26-88-256”

The following Subsections of Chapter 26 of the Sonoma County Code are amended for Uses Permitted with a Use Permit:

- Section 26-04-020 (r) – LIA Land Intensive Agriculture
- Section 26-06-020 (t) – LEA Land Extensive Agriculture
- Section 26-08-020 (t) – DA Diverse Agriculture
- Section 26-10-020 (tt) – RRD Rural and Resource Development
- Section 26-44-020 (q) – MP Industrial Park
- Section 26-46-020 (aa) – M1 Limited Urban Industrial
- Section 26-48-020 (z) – M2 Heavy Industrial
- Section 26-50-020 (aa) – M3 Limited Rural Industrial
- Section 26-34-020 (II) – C3 General Commercial District
- Section 26-36-020 (pp) – LC Limited Commercial

to read as follows:

"Commercial cannabis ~~medical~~-uses in compliance with Section 26-88-250 through 26-88-256"

The following Subsections of Chapter 26 of the Sonoma County Code are amended:

- Section 26-30-020 (z) – C1 Neighborhood Commercial
- Section 26-32-020 (ee) – C2 Retail Business and Service
- Section 26-36-020 (oo) – LC Limited Commercial

to read as follows:

"~~Commercial Medical~~Cannabis ~~Dispensary~~-uses, in compliance with Section 26-88-250 and 26-88-256"

The following Subsection of Chapter 26 of the Sonoma County Code are amended:

Section 26-86-010 – Required parking “Use” table to read as follows:

“~~Medical~~-cannabis dispensary”

Section III. Pipeline Projects. Notwithstanding the minimum lot size requirement, applications for commercial cannabis cultivation operations that were approved or determined complete for processing prior to the effective date of this ordinance may continue to be processed and reviewed under the minimum lot size in effect at the time their applications were deemed complete or approved. Any of these applications for commercial cannabis cultivation may continue to be renewed as a legal, nonconforming use under limited term use permits in compliance with the provisions of Article 94 (Nonconforming Uses), except that the cultivation area shall not be increased in size.

Section IV. Severability. 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 V. Effective Date. This Ordinance shall become effective 30 days from the date of its passage by a majority vote. A fair and adequate summary of this ordinance was published at least five days prior to the public hearing, and an additional summary shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma, introduced and adopted this 16th day of October, 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

Definitions in Section 26-02-140**Exhibit A**

Applicant – Cannabis: A person that is applying for a permit to engage in commercial cannabis activity pursuant to this chapter.

Cannabis: All parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed ~~that has psychoactive or medicinal properties,~~ whether growing or not; ~~including~~ the seeds thereof; **the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. “Cannabis” also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972.** For the purpose of this section, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the **California** Food and Agricultural Code or Section 11018.5 of the **California** Health and Safety Code, **or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product.** Cannabis is classified as an agricultural product separately from other agricultural crops.

Cannabis Business Owner: A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit, unless the interest is solely a security, lien, or encumbrance; the chief executive officer of a nonprofit or other entity; a member of the board of directors of a nonprofit; ~~the trustee(s) and all persons that have control of the trust and/or the commercial cannabis business that is held in trust; and/or an individual who will be participating in the direction, control, or management of the person applying for a permit.~~

Cannabis Cultivation: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. ~~for medical use, including nurseries, that is intended to be transported, processed, distributed, dispensed, delivered, or sold in accordance with the Medical Cannabis Regulation and Safety Act (MCRSA) for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.~~

Cannabis Cultivation Area: The total aggregate area(s) of cannabis cultivation on a single premises as measured around the outermost perimeter of each separate and discrete area of cannabis cultivation at the dripline of the canopy expected at maturity and includes, but is not limited to, the space between plants within the cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where cannabis plants are grown, as determined by the review authority.

Cannabis Cultivation – Indoor: ~~Cultivation of e~~Cannabis **cultivation within any type of structure** using exclusively artificial lighting.

Cannabis Cultivation – Mixed-Light: ~~Cultivation of e~~Cannabis **cultivation using any combination of natural and supplemental artificial lighting in a greenhouse or other similar structure using natural light, light deprivation, and/or any combination of natural and supplemental artificial lighting.** ~~Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.~~

Cannabis Cultivation – Outdoor: ~~Cultivation of e~~Cannabis **cultivation** using no artificial lighting conducted in the ground or in containers outdoors ~~with no covering.~~ ~~Outdoor cultivation does not include greenhouses, hoop houses, hot houses or other similar structures.~~

Cannabis Cultivation Site: The premise(s), ~~leased area(s), property, location nor facility~~ where **medical-commercial** cannabis is planted, grown, harvested, dried, cured, graded, or trimmed or ~~that does~~**where** all or any combination of those activities **occurs.**

Cannabis Dispensary: ~~a~~**A** facility ~~operated in accordance with state law,~~ where **medical** cannabis, ~~medical~~cannabis products, or devices for the use of ~~medical~~cannabis are offered, either individually or in any combination, for retail sale, including an establishment that delivers ~~medical cannabis or medical~~ **cannabis and/or** cannabis products as part of a retail sale.

Cannabis Distribution Facility: ~~The location or a facility where a person conducts the business of procuring medical cannabis from licensed cultivators or manufacturers for sale to licensed dispensaries, and the inspection, quality assurance, batch testing by a Type 8 licensee, storage, labeling, packaging and other processes prior to transport to licensed dispensaries. This Facility requires a Type 11 license pursuant to the Medical Cannabis Regulation and Safety Act (MCRSA).~~ **The procurement, sale, and transport of cannabis and cannabis products between licensees.**

Cannabis License: A ~~state~~ license issued **by the State of California** pursuant to the **Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).** ~~Medical Cannabis Regulation and Safety Act (MCRSA).~~

Cannabis Licensee: Any person issued a ~~state~~ license **by the State of California** under the **Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).** ~~Medical Cannabis Regulation and Safety Act to engage in commercial cannabis activity.~~

Cannabis Manufacturer: A person that **conducts the** ~~production,~~ ~~prepares~~**preparation,** ~~propagates,~~ or compound**ing of** ~~manufactured medical~~cannabis, or ~~medical~~cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages ~~medical~~cannabis or ~~medical~~cannabis products or labels or relabels its container, ~~that holds a valid state license and that holds a valid local license or permit.~~

~~Manufactured cannabis~~ means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product.

Cannabis Manufacturing: ~~A location~~ All aspects of the extraction process, infusion process, and packaging and labeling processes, including preparing, holding, or storing of cannabis products. Manufacturing also includes any preparing, holding, or storing of components and ingredients. ~~that produces, prepares, propagates, or compounds manufactured medical cannabis or medical cannabis products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a licensee for these activities.~~

Cannabis – Medical: ~~Any product containing cannabis, including but not limited to flowers, buds, oils, tinctures, concentrates, extractions, and edibles~~ Any cannabis or cannabis product intended to be sold for use ~~by medical cannabis patients in California~~ pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. ~~For the purposes of this chapter, medical cannabis does not include industrial hemp as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.~~

Cannabis Operator: The ~~natural person or designated officer responsible for the operation of individual~~ authorized to represent the person applying for or operating pursuant to a permit authorizing any commercial cannabis ~~use~~ activity pursuant to this chapter.

Cannabis Product, medical cannabis, or medical cannabis product: Any product containing cannabis, including but not limited to flowers, buds, oils, tinctures, concentrates, extractions, and edibles intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code. ~~For the purposes of this chapter, medical cannabis does not include industrial hemp as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.~~ Cannabis that has undergone any process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

Cannabis Testing Laboratory: A laboratory, facility, or entity, ~~or site~~ in the ~~state~~ State of California that offers or performs ~~testing~~ tests of cannabis or cannabis products.

Cannabis Transporter: ~~A person engaged in~~ T the physical movement ~~transfer~~ of cannabis or cannabis products from ~~the business location of one commercial cannabis business to the business location of another commercial cannabis business,~~ one licensed premises to another licensed premises. ~~for the purposes of conducting commercial cannabis activity.~~

Commercial Cannabis Activity: The cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products as provided for in this chapter.

Delivery: The commercial transfer of cannabis or cannabis products to a customer, including use by a retailer of any technology platform owned and controlled by the retailer.

Greenhouse: A ~~temporary or~~ permanent structure, including ~~hothouses, hoop-houses, glasshouses, conservatories, and hothouses, or other~~ similar structures for the covered propagation and growing of plants, constructed with a translucent roof and/or walls.

Hoop House – Cannabis: A temporary structure used for season extension or crop protection erected for less than 180 days where the material covering the structure is removable. Hoop houses do not have any electrical components, such as ventilation or artificial lighting, and are not used for light deprivation.

Light Deprivation: The elimination of natural light in order to induce flowering, using black out tarps or any other opaque covering.

Nonmanufactured Cannabis: Flower, shake, kief, leaf, and pre-rolls.

Nonvolatile Solvent: Any solvent used in the extraction process that is not a volatile solvent. For purposes of this chapter, ‘nonvolatile solvents’ include carbon dioxide and ethanol.

Nursery – Cannabis: An ~~establishment person~~ that produces only clones, immature plants, ~~and seeds, and other agricultural products for wholesale distribution to permitted cultivators or dispensaries,~~ used specifically for the planting, propagation, and cultivation of ~~medical~~ cannabis.

Person: An individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, tribe, or any other group or combination acting as a unit, and ~~includes~~ the plural as well as the singular ~~number~~.

Process, Processing, or Processes – Cannabis: All activities associated with drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured cannabis.

Premises(s) – Cannabis: ~~A legal parcel, or a leasehold interest in land, or a leased or owned space in a building.~~ The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or person holding a valid permit where commercial cannabis activity will be or is conducted.

Volatile solvent: ~~Volatile solvents may~~ Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures, ~~including~~ but is not limited to: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂; and (2). **For purposes of this chapter, “volatile solvent” also includes** dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene as determined by the Fire Marshall.

Cannabis Zoning Code Amendments

Exhibit B

Sec. 26-88-250. - Commercial cannabis uses—~~Medical~~.

- (a) Purpose. This section provides the development and operating standards for ~~personal and commercial medical~~ cannabis ~~uses~~ **activities** to ensure neighborhood compatibility, minimize potential environmental impacts, provide safe access to medicine, and provide opportunities for economic development.
- (b) Applicability. ~~Medical-e~~**Commercial** cannabis ~~uses~~ **activities** shall be permitted only in compliance with the requirements of Sections 26-88-250 through 26-88-256 and all other applicable requirements for the specific type of use and those of the underlying base zone.
- (c) Limitations on Use. **The following limitations apply to all commercial cannabis activities.**
 - (1) **Commercial cannabis uses for non-medical cannabis for adult use is prohibited, unless a use permit is obtained.**
 - (2) ~~Medical-e~~**Commercial** cannabis ~~uses~~ **activities** shall only be allowed in compliance with ~~the following sections and~~ all applicable **county** codes ~~set forth in the county code~~, including but not limited to, grading, building, plumbing, septic, electrical, fire, hazardous materials, and public health and safety.
 - (3) The ~~operator~~ **permit holder** shall comply with all laws and regulations applicable to the type of use and shall comply with all permit, license, approval, inspection, reporting and operational requirements of other local, state, or other agencies having jurisdiction over the type of operation. The ~~operator~~ **permit holder** shall provide copies of other agency and department permits, licenses, or certificates to the review authority to serve as verification for such compliance.
 - (4) Permits for ~~medical-commercial~~ cannabis ~~uses~~ **activities** shall only be issued where written permission from the property owner or landlord is provided.
 - (5) Tasting, promotional activities, and events related to **commercial** cannabis ~~uses~~ **activities** are prohibited. ~~Commercial cannabis uses for non-medical cannabis for adult use is prohibited.~~
 - (6) **Commercial cannabis activities are prohibited from using volatile solvents, including but not limited to Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O2 or H2, or other dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene, as determined by the Fire Marshall.**
- (d) Permit Requirements. ~~Medical-e~~**Commercial** cannabis ~~uses~~ **activities** shall be subject to the land use permit requirements as shown in Table 1A-D Allowed ~~Medical~~ Cannabis Uses and Permit Requirements. No other type of **commercial** cannabis ~~uses~~ **activities** are permitted except as specified in Table 1A-D. The county may refuse to issue any discretionary or ministerial permit, license, variance or other entitlement, which is sought pursuant to this chapter, including zoning clearance for a building permit, where the property upon which the use or structure is proposed is in violation of the county code. ~~Medical-Commercial~~ cannabis ~~uses~~ **activities** shall also be subject to permit requirements and regulations established by the Sonoma County Department of Health Services.
- (e) Term of Permit. **Zoning p**Permits for ~~medical-commercial~~ cannabis ~~uses~~ **activities** shall be issued ~~to the operator~~ for a ~~period~~ **limited term** not to exceed one (1) year from the date of permit approval ~~and shall be subject to annual permit renewals~~. **Use permits for**

commercial cannabis activities may be approved for a limited term of up to five (5) years from the date the use permit certificate is issued, after all pre-operational conditions of the use permit have been met. Limited term permits shall expire and have no further effect unless a complete application for renewal is submitted. ~~The operator must apply for permit renewal~~ prior to the expiration ~~date of the limited term permit~~. No property interest, vested right, or entitlement to receive a future permit to ~~operate~~ **conduct** a ~~medical-commercial~~ cannabis ~~use-activity~~ shall ever inure to the benefit of such permit holder ~~as such permits are revocable~~.

- (f) Health and Safety. ~~Medical-Commercial~~ cannabis ~~uses-activity~~ shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, runoff or wastes.
- (g) Taxes. ~~Medical-cannabis-uses~~ **Permit holders** shall comply with **Sonoma County Code Section 35, the Sonoma County Cannabis Business Tax Ordinance**, and any additional taxes that may be enacted by the voters or any additional regulations that may be promulgated.
- (h) Operator Qualifications. ~~Commercial-medical-e~~ Cannabis operators must meet the following qualifications:
- (1): ~~Commercial medical-e~~ Cannabis operators and all employees must be **at least** twenty-one (21) years of age.
 - (2): ~~Commercial medical-e~~ Cannabis operators shall be subject to background search by the California Department of Justice. Permits for commercial ~~medical-cannabis operations-activities~~ shall not be ~~permitted~~ **approved** for operators with **serious or violent** felony convictions, as specified in subdivision (c) of Section ~~1192.7~~ **667.5** of the Penal Code and subdivision (c) of Section ~~667.5~~ **1192.7** of the Penal Code.
 - ~~3. Applicants providing false or misleading information in the permitting process will result in rejection of the application and/or nullification or revocation of any issued permit.~~
 - (3) **Cannabis operators must have authority to legally bind the person applying for and/or operating pursuant to a permit.**
 - ~~4. Priority processing of permits for medical cannabis operations shall be given to:~~
 - a. ~~Applications that demonstrate that the person operating the cannabis use or owner(s) of the cannabis use has been an existing cannabis operator in Sonoma County prior to January 1, 2016, or~~
 - b. ~~Applications that demonstrate that the person operating the cannabis use or owner(s) of the cannabis use have been a resident of Sonoma County prior to January 1, 2016, and~~
 - e. ~~Applications that provide a local preference hiring plan.~~
 - (4) **Cannabis operators must meet the definition of a cannabis business owner.**
- (i) Weights and Measures. All scales used for commercial transactions shall be registered for commercial use and sealed by the Department of Agriculture/Weights and Measures.
- (j) Tracking. ~~Commercial-medical-cannabis-operators~~ **Permit holders** shall comply with any track and trace program established by the county and state agencies. ~~Commercial-medical-cannabis-operators~~ **Permit holders** must maintain records tracking all ~~medical-cannabis~~

~~production~~ and **cannabis** products and shall make all records related to commercial ~~medical~~ cannabis activity available to the county upon request.

- (k) Inspections. ~~Commercial medical cannabis operations~~**Premises** shall be subject to inspections by appropriate local and state agencies, including but not limited to the ~~Departments of Health Services, Department of~~ Agriculture/Weights & Measures and Permit and Resource Management **Department**. ~~Medical cannabis operations~~**Premises** shall be inspected at random times for conformance with the county code and permit requirements. The inspection shall be conducted during regular business hours, ~~with at least 24 hours' notice~~. If interference in the performance of the duty of the agency having jurisdiction occurs, the agency may temporarily suspend the permit and order the ~~medical cannabis operation~~**permit holder** to immediately cease operations.
- (l) Monitoring. **Permit holders shall be subject to M**onitoring ~~shall be required for each medical cannabis operation to be granted a permit~~. An ~~annual~~ fee may be adopted by the board of supervisors and collected by the agency having jurisdiction or the county tax collector to pay for monitoring and enforcement.
- (m) Appeals. Appeals of any permit issuance or denial issued by the Department of Agriculture/Weights & Measures shall be subject to review and appeal procedures pursuant to Chapter 36. Appeals of any permit issuance or denial issued by PRMD shall be subject to review and appeal procedures pursuant to Chapter 26.
- (n) Exercise of Permit and Notification of Changes. Permits are issued to and held by the person engaged in commercial cannabis activity, and specific to the premises for which it was issued. A permit holder shall, at all times, have one cannabis operator. Prior written notice must be provided to the agency having jurisdiction for any changes to ownership or cannabis operator, and any changes must comply with applicable code requirements. New cannabis operators shall be required to participate in an orientation and/or exam(s), as determined by the agency having jurisdiction. Permit holders shall notify the agency having jurisdiction prior to any of the following:
- (1) A new person meeting the definition of cannabis business owner of the permit holder.
 - (2) Change in business entity type of the permit holder.
 - (3) Change in legal business name of the permit holder.
 - (4) A new person serving as operator of the permit holder.
 - (5) A new property owner of the parcel on which the premises is located.
- (o) Permit Renewal. Applications for permit renewal may be administratively approved by the agency having jurisdiction only if:
- (1) The use has been conducted in accordance with this section, with the operation's approved plan, and with all applicable use permit conditions of approval;

(2) There are no outstanding violations related to health, safety, land use, or tax; and;

(3) The requirements of Section 26-92-040 are met.

(p) Indemnification of County. At the time of submitting an application for a permit pursuant to Sections 26-88-250 through Section 26-88-256, the applicant, and, if different than applicant, the lawful owner(s) of the property on which applicant seeks approval to engage in any commercial cannabis activity, shall agree, as part of the application, to defend, indemnify and hold harmless the county and its agents, officers, attorneys and employees from any claim, action or proceeding brought against the county or its agents, officers, attorneys or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, appeal boards or board of supervisors, which action is brought within the applicable statute of limitations. The indemnification shall include damages awarded against the county, if any, costs of suit, attorney fees and other costs and expenses incurred in connection with such action.

Table 1A: Allowed Cannabis Uses and Permit Requirements for Agricultural and Resource Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL (square feet or plant)	MINIMUM PARCEL SIZE	Land Intensive Agriculture	Land Extensive Agriculture	Diverse Agriculture	Resources and Rural Development	Timber Preserve	Special Use Regulations	
			LIA ¹	LEA ¹	DA ¹	RRD ¹	TP		
CANNABIS USES									
Personal Cultivation	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	26-88-250 - 254	
Commercial Cannabis Uses									
Cottage	25 plants	10 ac	ZP	ZP	ZP	MUP	—		
Specialty Outdoor	5,000 sq. ft. or 50 plants	10 ac	CUP	ZP	ZP	CUP	—		
Small Outdoor	5,001 - 10,000	10 ac	CUP	ZP	ZP	CUP	—		
Medium Outdoor	10,001 - 43,560	10 ac	CUP	CUP	CUP	CUP	—		
Nursery Outdoor	Limited as Expressed Above		CUP	CUP	CUP	CUP	—		
Indoor Cultivation									
Cottage	500	10 ac	ZP ²	ZP ²	ZP ²	MUP ²	—		
Specialty Indoor	501 - 5,000	10 ac	CUP ²	CUP ²	CUP ²	CUP ²	—		
Small Indoor	5,001 - 10,000	10 ac	—	—	—	—	—		
Medium Indoor	10,001 - 22,000	10 ac	—	—	—	—	—		
Nursery Indoor	Limited as Expressed Above		CUP ²	CUP ²	CUP ²	CUP ²	—		
Mixed Light Cultivation									
Cottage	2,500	10 ac	ZP ²	ZP ²	ZP ²	MUP	—		
Specialty Mixed Light	2,501 - 5,000	10 ac	CUP ²	CUP	CUP	CUP	—		
Small Mixed Light	5,001 - 10,000	10 ac	CUP ²	CUP	CUP	CUP	—		
Medium Mixed Light	10,001 - 22,000	10 ac	—	—	—	—	—		
Nursery Mixed Light	Limited as Expressed Above		CUP ²	CUP	CUP	CUP	—		
Centralized Processing		10 ac	CUP ²	CUP ²	CUP ²				
Distributor-Transport Only³		10 ac	MUP	MUP	MUP	MUP			
TYPE OF PERMIT REQUIRED									
ZP	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only								
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions								
CUP	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions								
—	Use not allowed								

- Notes:**
- 1 Commercial Cannabis Uses on properties with a Land Conservation (Williamson Act) Act Contract are subject to Uniform Rules for Agricultural Preserves.
 - 2 Within existing previously developed areas, including hardscape, or legally established structures built (finalized) prior to January 1, 2016. No net increase in impervious surface.
 - 3 Distributor-Transport Only restricts the licensee to only transporting cannabis goods that the licensee has cultivated or manufactured.

Table 1B: Allowed Cannabis Uses and Permit Requirements for Commercial Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL	MINIMUM PARCEL SIZE	Commercial Office	Neighborhood Commercial	Retail Business and Services	General Commercial	Limited Commercial	Commercial Rural	Agricultural Services	Recreation and Visitor Serving	Special Use Regulations
			CO	C1	C2	C3	LC	CR	AS	K	
CANNABIS USES											
Personal Cultivation ¹	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	P			26-88-250, 252, and 256
Testing/Laboratories	per use permit		—	—	—	MUP	MUP	—	—	—	
Dispensaries: Storefront and Delivery	per use permit		—	CUP	CUP	—	CUP	—	—	—	
TYPE OF PERMIT REQUIRED											
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions										
CUP	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions										
—	Use not allowed										

Notes 1 Personal Outdoor Cultivation is prohibited in multifamily units and in the R2 and R3 zones

Table 1C: Allowed Cannabis Uses and Permit Requirements for Industrial Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL (square feet or plant)	MINIMUM PARCEL SIZE	Industrial Park	Limited Urban Industrial	Heavy Industrial	Limited Rural Industrial	Public Facilities	Special Use Regulations	
			MP	M1	M2	M3	PF		
CANNABIS USES									
Personal Cultivation ¹	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	26-88-250 -252	
Indoor Cultivation									
Cottage	500	None	ZP	ZP	ZP	ZP	—		
Specialty Indoor	501 - 5,000	None	MUP	MUP	MUP	MUP	—		
Small Indoor	5,001 - 10,000	None	MUP	MUP	MUP	MUP	—		
Medium Indoor	10,001 - 22,000	None	MUP	MUP	MUP	MUP	—		
Nursery Indoor	Limited as Expressed Above		MUP	MUP	MUP	MUP	—		
Mixed Light Cultivation									
Cottage	2,500	2 ac	—	MUP	MUP	MUP	—		
Specialty Mixed Light	2,501 - 5,000	3 ac	—	MUP	MUP	MUP	—		
Small Mixed Light	5,001 - 10,000	5 ac	—	MUP	MUP	MUP	—		
Medium Mixed Light	10,001 - 22,000	10 ac	—	MUP	MUP	MUP	—		
Nursery Mixed Light	Limited as Expressed Above		—	MUP	MUP	MUP	—		
Testing/Laboratories			MUP	MUP	MUP	MUP	—		
Manufacturing									
Level 1 - nonvolatile solvents	per use permit		MUP	MUP	MUP	MUP	—		
Centralized Processing	per use permit		MUP	MUP	MUP	MUP	—		
Microbusiness ²	per use permit		MUP	MUP	MUP	MUP	—		
Distributor-Transport	per use permit		MUP	MUP	MUP	MUP	—		
Distributor-Transport Only ³	per use permit		MUP	MUP	MUP	MUP	—		
TYPE OF PERMIT REQUIRED									
ZP	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only								
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions								
—	Use not allowed								

Notes 1 Personal Outdoor Cultivation is prohibited in multifamily units and in the R2 and R3 zones
 2 Does not alter the already allowed uses and only formalizes the potential to request this combined state license type.
 3 Distributor-Transport Only restricts the licensee to only transporting cannabis of the licensee.

Sec. 26-88-252. - Enforcement.

(a) Violations.

- (1) Any activity performed contrary to the provisions of Sections 26-88-250 through 26-88-258 is hereby declared to be a violation of this chapter and a public nuisance.
- (2) Any violation of a term, condition, or the approved plans and specifications of any permit issued pursuant to Sections 26-88-250 through 26-88-256~~8~~ shall constitute a violation of this chapter.
- (3) Each and every day during any portion of which any violation of Sections 26-88-250 through 26-88-258 or any permit issued ~~pursuant to this chapter~~**thereunder** is committed, continued, or allowed to continue shall be a separate offense.

(b) Enforcement. Complaints regarding **the noncompliance of commercial cannabis operations-activity or personal cultivation with Sections 26-88-250 through 26-88-258, as applicable**, will be addressed by the agency having jurisdiction which may conduct an investigation to determine whether there was a violation of the county code, a zoning standard, or a use permit condition. ~~s~~**S**heriff reports, online searches, citations, aerial photos or neighbor documentation may constitute proof of a violation. **The agency having jurisdiction shall have discretion to investigate or prosecute any potential violation.**

~~If the agency having jurisdiction verifies that a medical cannabis use is operating in violation of the county code, is otherwise unpermitted, or that a violation of any permit condition has occurred, a notice of violation pursuant to Section 1-7.3 of the county code or an administrative citation pursuant to this section may be issued. At the discretion of the agency having jurisdiction or upon appeal, the zoning permit or use permit may be scheduled for a revocation or appeal hearing with the board of zoning adjustments pursuant to Chapter 26 or a revocation or appeal hearing pursuant to Chapter 11. If the permit is revoked, a zoning or use permit for a cannabis operation may not be reapplied for or issued for a period of at least two (2) years.~~

~~Additionally, ~~W~~where the agency having jurisdiction has evidence that a violation of Sections 26-88-250 through 26-88-258 poses a significant health or safety hazard to the owners or occupants of adjoining properties or to the surrounding community, or for other good cause shown, the agency having jurisdiction may, in its discretion, commence a judicial action to enjoin such violation without the necessity of first going through the administrative procedures set forth in Section 1-7.3 of the county code.~~

~~(c)(1) Investigative and Prosecutorial Discretion. The agency having jurisdiction shall have discretion to investigate or prosecute any potential violation.~~

~~(d)~~**(c)** Suspension, Revocation or Modification.

- (1)** Any permit, license or approval issued pursuant to this chapter may be suspended, revoked, or modified by the agency having jurisdiction, if the ~~agency~~**Director or the Agricultural Commissioner** determines any of the following:

- (1)a. Circumstances under which the permit was granted have changed and the public health, safety, and welfare require the suspension, revocation, or modification;
- (2)b. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application; or
- (3)c. One (1) or more of the conditions **or standards** of the ~~original~~ permit have not been substantially fulfilled or have been violated.
- ~~(e)~~ (2) Any suspension, revocation, or modification action taken by the Department of Agriculture/Weights and Measures shall be subject to review and appeal procedures pursuant to Chapter 36. Any suspension, revocation, or modification action taken by the Permit and Resource Management Department shall be subject to review and appeal procedures pursuant to Chapter 26. The revocation of any cannabis permit shall have the effect of terminating the permit and denying the privileges granted by the permit.
- (3) Upon revocation, the permit holder and each person who meets the definition of cannabis business owner of the permit holder shall not apply for or be issued a permit for any commercial cannabis activity for a period of at least two (2) years.
- ~~(e) Appeals. Permits issued by the Department of Agriculture/Weights & Measures shall be subject to review and appeal procedures pursuant to Chapter 11. Permits issued by PRMD shall be subject to review and appeal procedures pursuant to Chapter 26 or Chapter 1 as determined by director. The revocation of any permit issued pursuant to this Chapter shall have the effect of terminating the permit and denying the privileges granted by the permit.~~
- ~~(c) Administrative Remedies. This section is not intended to, and does not, establish any criminal liability. This section provides administrative remedies for any violation of this section related to all cannabis uses. A violation of this section shall be subject to all civil enforcement and abatement methods, including the administrative procedure set forth in Section 1-7.3 of the county code. The remedies provided for in this section apply to violations verified by the agency having jurisdiction, and shall be cumulative and not exclusive. This section is not intended to, and does not, establish any criminal liability.~~
- (1) **Administrative Enforcement Action.** A violation of Sections 26-88-250 through 26-88-258 or any permit issued thereunder shall be subject to civil enforcement and abatement methods pursuant to Section 1-7.3 of the county code, as determined by the agency having jurisdiction.
- (2) **Administrative Citations.** ~~In addition to all other legal remedies, criminal or civil, which may be pursued by the county to address any violation of the county code, this subsection provides for administrative citations, in the following amounts, adopted pursuant to the authority conferred by the Government Code, including Section 53069.4.~~
- a. Any person violating or causing violation of any provision of Sections 26-88-250 through 26-88-258 or any permit issued pursuant to those sections may be issued an administrative citation by the agency having jurisdiction pursuant to Section 1.7-6.** ~~Violations of any provision of the county code, permit, license or approvals are subject to administrative citation. Each act, omission, or condition may be cited as a~~

~~separate violation and each violation that continues, exists, or occurs on more than one (1) day may constitute a separate violation on each day, at the discretion of the agency having jurisdiction.~~

b. Any person issued an administrative citation shall be liable for and shall remit payment of any fine(s) assessed in connection with the citation in compliance with Section 1.7-6 of this code.

c. Any person issued an administrative citation may appeal the citation to a hearing officer in compliance with Section 1-7.6 of this code.

Cannabis ~~Administrative Citation~~ Civil Penalties Schedule

Violation	First Offense	Second Offense	Third Offense
Exceedance of Allowed or Permitted Cultivation Area	\$20 per square foot	\$30 per square foot	\$50 per square foot
Non-compliance with a Standard or Condition	\$1,000	\$5,000	\$10,000
Unpermitted Cannabis Use other than cultivation area	\$10,000	\$25,000	\$50,000

(23) Civil Penalties. In addition to any and all other costs, fees, penalties and expenses which may be assessed or imposed as a result of a violation of ~~this chapter~~**the county code, the following civil penalties may be applied to violations associated with commercial cannabis activity, any person who violates any provision of this chapter shall be liable and responsible for, and shall pay to the county the following penalties,** as determined by the agency having jurisdiction.

(a.i) For cultivation in exceedance of the permitted cultivation area, no more than twenty dollars (\$20.00) per square foot per day for the first violation; no more than thirty dollars (\$30.00) per square foot per day for the second violation within two (2) years; and no more than fifty dollars (\$50.00) per square foot per day for the third violation within two (2) years. ~~For each unpermitted cannabis use, no more than ten thousand dollars (\$10,000.00) for the first violation; no more than twenty five thousand dollars (\$25,000.00) for the second violation within two (2) years; and no more than fifty thousand dollars (\$50,000.00) for the third violation within three (3) years.~~

(b.ii) For each violation of a standard or condition of the permit or county code, ~~n~~**No more than one thousand dollars (\$1,000.00) per day for the first violation; no**

more than ~~two-five~~ thousand dollars (\$~~25,000.00~~) per day for a second violation within two (2) years; and no more than ~~five-ten~~ thousand dollars (\$~~510,000.00~~) per day for each additional violation within two (2) years ~~for each day that the violation exists after the date of mailing or hand delivery of a notice of violation or a notice and order through to its abatement by whatever means; or.~~

~~(iii)c.~~ **For each unpermitted cannabis use, no more than ten thousand dollars (\$10,000.00) per day for the first violation; no more than twenty-five thousand dollars (\$25,000.00) per day for the second violation within two (2) years; and no more than fifty thousand dollars (\$50,000.00) per day for the third violation within two (2) years.** ~~No more than twenty dollars (\$20.00) per square foot of cultivation or cannabis use area for the first offense; no more than thirty dollars (\$30.00) per square foot of the cultivation or cannabis use area for the second offense; and no more than fifty dollars (\$50.00) per square foot of the cultivation or cannabis use area for the third offense.~~

~~(ivd.)~~ In the event that the use or structure in violation may be permitted with an appropriate permit up to a maximum of fifty (50) times the amount of the standard fee for ~~every each~~ required approval, review, and permit.

~~(v)~~ ~~The penalty shall be imposed via the administrative process set forth in this section, as provided in Government Code section 53069.4, or may be imposed by the court, if the violation requires court enforcement without an administrative process. Acts, omissions, or conditions in violation of this section that continue, exist, or occur on more than one (1) day constitute separate violations on each day.~~

~~(34)~~ **Three Strikes Penalty.** Upon receipt of any combination of three (3) administrative citations, verified violations, or hearing officer determinations of violation of any of the permit requirements or standards issued to the owner or operator at any property or combination of properties of the same owner or operator within a two-year period, the permit for a cannabis operation is ~~hereby automatically nullified, voided or~~ revoked, subject to prior notice and to appeal. Appeals shall be filed within ten (10) days of the notice of revocation. Upon revocation, an application to reestablish a cannabis operation at the subject property shall not be accepted for a minimum period of two (2) years.

~~(4)~~ ~~Liens. Whenever the amount of any civil penalty imposed pursuant to this section has not been satisfied in full within ninety (90) days and has not been timely appealed to the Superior Court in accordance with Government Code section 53069.4, subdivision (b), or if appealed, such appeal has been dismissed or denied, this obligation may be enforced as a lien against the real property on which the violation occurred.~~

~~(i)~~ ~~The lien provided herein shall have no force and effect until recorded with the county Recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by the provisions of Code of Civil Procedure Section 697.340, and may be extended as provided in Code of Civil Procedure Sections 683.110 to 683.220, inclusive.~~

~~(ii)~~ ~~Interest shall accrue on the principal amount of the lien remaining unsatisfied pursuant to the law applicable to civil money judgments.~~

- ~~(iii) — Prior to recording any such lien, the agency having jurisdiction shall prepare and file with the clerk of the board of supervisors a report stating the amounts due and owing.~~
 - ~~(iv) — The clerk of the board of supervisors will fix a time, date, and place for the board of supervisors to consider the report and any protests or objections to it. The clerk of the board of supervisors shall serve the owner of the property with a hearing notice not less than ten (10) days before the hearing date. The notice must set forth the amount of the delinquent administrative penalty that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner to actually receive notice does not affect its validity.~~
 - ~~(v) — Any person whose real property is subject to a lien pursuant to this section may file a written protest with the clerk of the board of supervisors and/or may protest orally at the board of supervisors meeting. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.~~
 - ~~(vi) — At the conclusion of the hearing, the board of supervisors will adopt a resolution confirming, discharging, or modifying the lien amount.~~
 - ~~(vii) — Within thirty days following the board of supervisors' adoption of a resolution imposing a lien, the agency having jurisdiction will file same as a judgment lien in the Sonoma County Recorder's Office.~~
 - ~~(viii) — Once the county receives full payment for outstanding principal, penalties, and costs, the clerk of the board of supervisors will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Sonoma County Recorder's Office. This notice of satisfaction will cancel the county's lien under this section.~~
 - ~~(ix) — The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. There shall be no right to trial by jury. The county shall be entitled to its attorney's fees and costs.~~
- (5) Removal of Violation. The penalties imposed by this section may not apply if the agency having jurisdiction establishes that within five (5) days after the date of mailing or hand delivery of notice of the existence of the violation, the person removed from the property the cannabis, the cannabis equipment, the use, or structure which constituted that violation.
- ~~(46) — Liability for Costs and Fees. In any enforcement action brought pursuant to this section, whether by administrative or judicial proceedings, each person who causes, permits, suffers, or maintains the unlawful cannabis use shall be liable for all costs incurred by the county, including, but not limited to, administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible person to undertake, any abatement action in compliance with the requirements of this section. In any action by the agency having jurisdiction to abate unlawful cannabis uses under this~~

~~section, whether by administrative or judicial proceedings, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the county elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the county in the action or proceeding.~~

Sec. 26-88-254. - Cannabis cultivation—Commercial ~~medical~~.

- (a) Purpose. This section establishes development criteria and operating standards for commercial ~~medical~~ cannabis cultivation ~~activities~~—as allowed by the base zone in compliance with Section 26-88-250, Commercial ~~Medical~~ Cannabis Uses.
- (b) Applicability. This section shall apply to all commercial ~~medical~~ cannabis cultivation ~~activities~~, including but not limited to, outdoor, indoor, and mixed light ~~or greenhouse environments~~ **cultivation** and associated drying, curing, grading, and trimming facilities **including centralized processing facilities**. ~~Medical cannabis cultivation does not include operations that manufacture cannabis products such as oils, tinctures, or edibles which are classified separately.~~ Commercial ~~medical~~ cannabis cultivation operations shall comply with ~~the following development criteria and operating standards~~ **this section** in addition to the requirements of Section 26-88-250, Commercial ~~Medical~~ Cannabis Uses.
- (c) Permit Requirements. Commercial ~~medical~~ cannabis cultivation shall be subject to the land use permit requirements as shown in Table 1A-D Allowed Cannabis Uses and Permit Requirements. Zoning permits for outdoor cultivation ~~areas may~~ **shall** be issued by the ~~Agricultural Commissioner~~ **Department of Agriculture/Weights, and Measures**. Zoning permits and use permits for all other cultivation activities shall be issued by ~~PRMD~~ **the Permit and Resource Management Department**. New structures, roads, and fences or conversion of existing structures or **shipping containers, or similar structures**, to cannabis cultivation shall be subject to design ~~standards~~ **review maintained by the review authority**.
- (d) Limitations on Use. All cultivation shall be conducted and maintained in compliance with this section and the Best Management Practices for Cannabis Cultivation issued by the Agricultural Commissioner. The Agricultural Commissioner shall ~~determine~~ **establish and publish** the applicable best management practices and shall enforce the provisions of this section for outdoor cultivation areas and management of pesticides and fertilizers for all cultivation types. ~~Permanent~~ **all** structures used in cultivation shall be subject to permits issued by the Permit and Resource Management Department and other agencies having jurisdiction and shall be conducted and maintained in compliance with this ~~chapter~~ **code**.
- (e) Multiple Permits. **Multiple cultivation permit applications will be processed concurrently**. Multiple cultivation permits may be issued to a single person ~~or entity as defined herein~~, provided that the total combined cultivation area within the county does not exceed one (1) acre. **For the purposes of this provision, the entire cultivation area of a permit shall be attributed in full to each person who meets the definition of cannabis business owner of the permit holder. Any natural person who owns or controls any interest, directly or indirectly, in a firm, partnership, joint venture, association, cooperative, collective, corporation, limited liability company, estate, trust, business trust, receiver,**

~~syndicate, or any other group or combination acting as a unit, shall be collectively considered a single person for the purposes of this standard.~~

(f) Development Criteria.

(1) ~~—~~**Minimum Lot Size.** A minimum lot size of 10 acres is required for all commercial cannabis operations in the agricultural and resource zones (LIA, LEA, DA, RRD).

(2) ~~Number of Facilities~~**Multi-Tenant Operations.** ~~No more than one (1) cultivation use/operator may be approved per contiguous parcel ownership, except in the agricultural, and industrial zones. In the agricultural and industrial zones, M~~multiple zoning permits may be issued for multi-tenant operations on a single parcel provided that the **aggregate** minimum parcel size is met for the total combined cultivation area and the total combined cultivation area does not exceed the maximum area allowed for the ~~type of~~ cultivation **type and parcel size** in compliance with Table 1A-D Allowed Cannabis Uses and Permit Requirements. ~~(i.e. Outdoor maximum is forty three thousand five hundred sixty (43,560) square feet; Indoor/Mixed Light maximum is twenty two thousand (22,000) square feet).~~

(32) Square Footage Limitations. The total combined square footage of the cultivation area shall not exceed the maximum size thresholds as defined in Table 1A-D Allowable Cannabis Uses and Permit Requirements which provides the maximum size per parcel.

(4) Propagation and Vegetative Production Area.

a. Vegetative and other non-flowering propagative cannabis plant material may be cultivated for on-site use, subject to land use permit requirements as shown in Table 1A-D Allowed Cannabis Uses and Permit Requirements.

b. Additional propagation and vegetative production area may be considered with a use permit, not to exceed 25% of the permitted cultivation area, provided this plant material is kept in a separate, unique area away from flowering plants.

(53) Cannabis Processing. No more than nine (9) centralized cannabis processing facilities shall be permitted in Agricultural Zones within the unincorporated county at any (1) one time and shall be allowed to process cannabis grown onsite and within the local area. All other processing is limited to on-site cultivation use only.

~~,Structures and areas where cannabis is processed, dried, aged, stored, trimmed, packaged or weighed and areas where equipment is stored and washed shall be limited to the on-site cultivation use only. No cannabis nursery shall exceed one (1) acre in size for outdoor or twenty two thousand (22,000) square feet for indoor.~~

(63) Property Setbacks- Outdoor. Outdoor cultivation areas and all ~~associated~~ structures **associated with the cultivation** shall not be located in the front yard setback area and shall be screened from public view. Outdoor cultivation areas shall not be visible from a public right of way. Outdoor cultivation areas shall be setback a minimum of one hundred feet (100') from property lines and a minimum of three hundred feet (300') from ~~occupied~~ residences and businesses **structures** on surrounding properties.

Outdoor cultivation sites ~~and greenhouses/mixed light structures~~ shall be setback a minimum of one thousand feet (1,000') from a school providing education to K-12 grades, a public park, childcare centers, or an alcohol or drug treatment facility. The distance shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use. **This park**

setback may be reduced with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope, that no offsite impacts will occur, and that the cannabis operation is not accessible or visible from the park.

- (74) Property Setbacks- Indoor. All structures used for indoor cultivation ~~and all structures used for drying, curing, grading or trimming and all indoor cultivation structures~~ shall comply with the setbacks for the base zone and any applicable combining zone. Structures associated with ~~the~~ cultivation shall not be located in the front yard setback area and shall be screened from public view. There shall be no exterior evidence of cultivation either within or outside the structure.

Indoor cultivation within agricultural and resource zones shall be setback a minimum of six hundred feet (600') from a school providing education to K-12 grades. The distance shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use.

- (85) Property Setbacks- Mixed Light/~~Greenhouse~~. Mixed light structures shall be setback a minimum of one hundred feet (100') from property lines and a minimum of three hundred feet (300') from ~~occupied~~ residences and businesses ~~structures~~ on surrounding properties in agricultural and resource zones. Mixed Light ~~structures/greenhouses~~ in industrial zones shall be setback three hundred feet (300') from ~~occupied~~ residences on surrounding properties.

Mixed light structures in all zones shall be setback a minimum of one thousand feet (1,000') from a school providing education to K-12 grades, a public park, childcare centers, or an alcohol or drug treatment facility. The distance shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use. **This park setback may be reduced with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope, that no offsite impacts will occur, and that the cannabis operation is not accessible or visible from the park.**

- (96) Airport Compatibility. All cannabis operations shall comply with the Comprehensive Airport Land Use Plan.

- (107) Building Requirements. All structures used in commercial cultivation, ~~including greenhouses require a building permit and~~ shall comply with all applicable sections of the county code. ~~Cultivation uses that provide access to the public including, but not limited to, employees, vendors, contractors, business partners, members, customers or patients shall meet county code requirements for accessibility including accessible parking, accessible path of travel, restrooms, and washing facilities.~~

- (118) Biotic Resources. Proposed cultivation operations, including all associated structures, shall require a biotic **resource** assessment at the time of application that demonstrates that the project is not located within, and will not impact sensitive or special status species habitat, unless a use permit is obtained. Any proposed cultivation operation, including all associated structures, located within adopted federal critical habitat areas must have either all appropriate permits from the applicable state and federal agencies with jurisdiction over the listed species, or a biotic assessment concluding that the

project will not result in "take" of a protected wildlife species within the meaning of either the federal or California Endangered Species Acts.

~~There shall be no tree removal or timber conversions to accommodate cultivation sites, unless a use permit is obtained. Outdoor cultivation areas and related processing structures shall be located outside the Riparian Corridor Stream Conservation Areas (RC combining zone) and outside any designated Biotic Habitat area (BH combining zone). Outdoor cultivation areas shall conform to the agricultural Riparian Corridor setback set forth in Section 26-65-040.~~

~~Proposed cultivation operations shall comply with the wetland setbacks set forth in Section 11-16-150, unless a use permit is obtained.~~

(12) Conversion of Timberland. Cannabis cultivation activities, including associated structures, may only be located within a non-forested area that was in existence prior to December 20, 2016, and there shall be no tree removal or timber conversions to accommodate cultivation sites, unless a use permit is obtained.

(13) Property Setbacks- Riparian Corridor Stream Conservation Areas. Structures used for cultivation shall be located outside the Riparian Corridor Stream Conservation Areas (RC combining zone) and outside any designated Biotic Habitat area (BH combining zone). Outdoor cultivation areas shall conform to the agricultural Riparian Corridor setback set forth in Section 26-65-040. Outdoor cultivation areas shall conform to the wetland setback set forth in Section 36-16-120, unless a use permit is obtained.

(149) Cultural and Historic Resources. Cultivation sites shall avoid impacts to significant cultural and historic resources by complying with the following standards. Sites located within a Historic District shall be subject to review by the Landmarks Commission, unless otherwise exempt, consistent with Section 26-68-020 **and shall be required to obtain a use permit.** Cultivation operations involving ground disturbing activities, including but not limited to, new structures, roads, water storage, trenching for utilities, water, wastewater, or drainage systems shall be subject to design ~~review standards~~ and referral to the Northwest Information Center and local tribes ~~for consultation.~~ **A use permit will be required if mitigation is recommended by the** cultural resource survey **or local tribe.** ~~and on-site monitor during ground disturbing activities may be required to demonstrate cultural and historic resources are protected.~~

The following minimum standards shall apply to cultivation permits involving ground disturbance. All grading and building permits shall include the following notes on the plans:

If paleontological resources or prehistoric, historic-period or tribal cultural resources are encountered during ground-disturbing work at the project location, all work in the immediate vicinity shall be halted and the operator must immediately notify the agency having jurisdiction of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist and tribal cultural resource specialist under contract to evaluate the find and make recommendations in a report to the agency having jurisdiction.

Paleontological resources include fossils of animals, plants or other organisms. Historic-period resources include backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse. Prehistoric and tribal cultural resources include obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe.

If human remains are encountered, work in the immediate vicinity will stop and the operator shall notify the agency having jurisdiction and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within twenty-four (24) hours of this identification.

- (1510) Farmland Protection. Where a commercial cultivation site is located within an Agricultural Zone (LIA, LEA, DA), the ~~primary use of the parcel shall remain in agricultural use pursuant to~~ **operation shall be consistent with** General Plan Policy AR-4a. Indoor and mixed light cultivation facilities shall not remove agricultural production within Important Farmlands, including Prime, Unique and Farmlands of Statewide Importance as designated by the state Farmland Mapping and Monitoring Program, but may offset by relocating agricultural production on a 1:1 ratio.

If the ~~facility premises~~ **is** located on a site under a Land Conservation Act (Williamson Act) contract, the use must **comply with the Land Conservation Act contract, any applicable Land Conservation Plan, and be listed as a compatible use in** the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones, **including provisions governing the type and extent of compatible uses listed therein.** ~~and allowed by the type of contract and approved Land Conservation Plan. An application for modification of the contract and Land Conservation Plan may shall be required if either is inconsistent with proposed use.~~

- (1611) Fire Code Requirements. The ~~operator applicant~~ **shall** prepare and implement a Fire Prevention Plan for construction and ongoing operations and obtain ~~an Operational Permit~~ **any permits required** from the Fire and Emergency Services Department. The Fire Prevention Plan shall include, but not be limited to: emergency vehicle access and turn-around at the facility site(s), vegetation management and fire break maintenance around all structures.
- (1712) Grading and Access. Cultivation sites shall be prohibited on natural slopes steeper than fifteen percent (15%), as defined by ~~Section 11-22-020 county code Chapter 11 Section 16-020~~, unless a use permit is obtained. Grading shall be subject to a grading permit in compliance with Chapter 11 of the county code.
- (183) Hazardous Materials Sites. No **commercial** cannabis ~~operation activity~~ shall be sited on a parcel listed as a hazardous materials site compiled pursuant to Government Code Section 65962.5, unless a use permit is ~~required~~ **obtained**.
- (194) Lighting. All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All indoor and mixed light operations

shall be fully contained so that little to no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.

- (2015) **Runoff and Stormwater Control.** Runoff containing sediment or other waste or by-products shall not be allowed to drain to the storm drain system, waterways, or adjacent lands. Prior to beginning grading or construction, the operator shall prepare and implement a storm water management plan and an erosion and sediment control plan, approved by the agency having jurisdiction. The plan must include best management practices for erosion control during and after construction and permanent drainage and erosion control measures pursuant to Chapter 11 of the county code. All cultivation operators shall comply with the best management practices for Cannabis Cultivation issued by the Agricultural Commissioner for management of wastes, water, erosion control and management of fertilizers and pesticides.
- (2116) **Security and Fencing.** A Site Security Plan shall be required ~~subject to review and approval by the Permit and Resource Management Department.~~ All Site Security Plans shall be held in a confidential file, exempt from disclosure as a public record pursuant to Government Code Section 6255(a). Security cameras shall be motion-sensor and be installed with capability to record activity beneath the canopy but shall not be visible from surrounding parcels and shall not be pointed at or recording activity on surrounding parcels. Surveillance video shall be kept for a minimum of thirty (30) days. Video must use standard industry format to support criminal investigations. ~~Motion-sensor-~~Lighting and alarms shall be installed to insure the safety of persons and to protect the premises from theft. All outdoor and mixed light cultivation sites shall be screened by ~~native, non-invasive~~ fire resistant vegetation and fenced with locking gates ~~consistent with height limitations of Section 26-88-030. Fencing shall be consistent with the surrounding area and shall not diminish the visual quality of the site or surrounding area.~~ **with a Knox lock. No outdoor or mixed light cultivation sites located on parcels adjacent to public parks shall be visible from trails or public access points.** ~~adjacent to~~Razor wire and similar fencing ~~is discouraged and~~ shall not be permitted. Weapons and firearms at the cultivation site are prohibited. Security measures shall be designed to ensure emergency access in compliance with fire safe standards. All structures used for cultivation shall have locking doors to prevent free access.
- (g) **Operating Standards.**
- (1) **Compliance Inspections.** All cultivation sites shall be subject to on-site compliance inspections by agencies having jurisdiction. The inspection shall be conducted during regular business hours, ~~with at least 24 hours' notice.~~
 - (2) **Air Quality and Odor.** All indoor, ~~greenhouse~~ and mixed light cultivation operations and any drying, aging, trimming and packing facilities shall be equipped with odor control filtration and ventilation system(s) to control odors, humidity, and mold. All cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities.
 - (3) **Energy Use.** Electrical power for indoor cultivation, ~~n-and~~ mixed light operations, **and processing** including but not limited to illumination, heating, cooling, and ventilation, shall be provided by any combination of the following: (i) on-grid power with one hundred percent (100%) renewable source; (ii) on-site zero net energy renewable source; or (iii) purchase of carbon offsets of any portion of power not from renewable

sources. The use of generators for indoor and mixed light cultivation is prohibited, except for portable temporary use in emergencies only.

- (4) Hazardous Materials. All cultivation operations that utilize hazardous materials shall comply with applicable hazardous waste generator, underground storage tank, above ground storage tanks, and AB 185 (hazardous materials handling) requirements and maintain any applicable permits for these programs from the Fire Prevention Division, Certified Unified Program Agency (CUPA) of Sonoma County Fire and Emergency Services Department, or Agricultural Commissioner.
- (5) Hours ~~of~~ **of** Operation. Outdoor harvesting activities and indoor or mixed light cultivation **and processing** activities may be conducted seven (7) days a week, twenty-four (24) hours per day as needed. Deliveries and shipping, and outdoor processing activities ~~including drying and trimming~~, shall be limited to the hours from 8:00 a.m. to 5:00 p.m., unless a use permit is obtained.
- (6) Noise Limits. Cultivation ~~operations~~ **activities** shall not exceed the General Plan Noise Standards Table NE-2, measured in accordance with the Sonoma County Noise Guidelines.
- (7) Occupational Safety. Cultivators shall comply with all applicable federal, state, and local laws and regulations governing California Agricultural Employers, which may include: federal and state wage and hour laws, CAL/OSHA, OSHA, and the California Agricultural Labor Relations Act.
- (8) Waste Management. A Waste Management Plan addressing the storing, handling, and disposing of all waste by-products of the cultivation and processing activities in compliance with the Best Management Practices issued by the Agricultural Commissioner shall be submitted for review and approval by the agency having jurisdiction. ~~This~~ **The** plan shall characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse the wastes in compliance with best management practices and county standards.
All garbage and refuse on ~~this~~ **the** site shall be accumulated or stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. All garbage and refuse on ~~this~~ **the** site shall not be accumulated or stored for more than seven (7) calendar days, and shall be properly disposed of before the end of the seventh day in a manner prescribed by the Solid Waste Local Enforcement Agency. All waste, including but not limited to refuse, garbage, green waste and recyclables, must be disposed of in accordance with local and state codes, laws and regulations. All waste generated from cannabis operations must be properly stored and secured to prevent access from the public.
- (9) Waste Water Discharge. A waste water management plan shall be submitted identifying the amount of waste water, excess irrigation and domestic wastewater anticipated, as well as disposal. All cultivation operations shall comply with the Best Management Practices issued by the Agricultural Commissioner and shall submit verification of compliance with the Waste Discharge Requirements of the ~~applicable Regional State~~ **Water Resource Quality** Control Board, or waiver thereof. Excess irrigation water or effluent from cultivation activities shall be directed to a sanitary sewer, septic, irrigation, ~~greywater~~ **graywater** or bio-retention treatment systems. If discharging to a septic system, a system capacity evaluation by a qualified sanitary

engineer shall be included in the management plan. All domestic waste for employees shall be disposed of in a permanent sanitary sewer or on-site septic system demonstrated to have adequate capacity.

- (10) ~~Water Supply.~~ **Water Source.** An on-site water supply source adequate to meet all on site uses on a sustainable basis shall be provided. **Water use includes, but may not be limited to, irrigation water, and a permanent potable water supply for all employees.** Trucked water shall not be allowed, except as ~~noted~~ **provided** below ~~for recycled water from a municipal water supplier,~~ and for emergencies requiring immediate action as determined by the ~~D~~irector. The onsite water supply shall be considered adequate with documentation of any one (1) of the following sources:

a. Municipal Water: **A municipal water supplier as defined in California Water Code Section 13575. The applicant shall provide documentation from the municipal water source** ~~The public water supplier providing water service to the site has~~ **that** adequate supplies **are available** to serve the proposed use.

b. Recycled Water: The use of recycled process wastewater **or captured rainwater** from an onsite use or connection to a municipal recycled water supply for ~~the non-potable cultivation~~ use, provided that an adequate on-site water supply is available for employees and other uses.

c. Surface Water: An existing legal water right and, if applicable, a Streambed Alteration Agreement issued by **the California Department of Fish and Wildlife.**

d. Groundwater Well: ~~Well Water:~~

1. The site is located in Groundwater Availability Zone 1 **or**; ~~2, or 3~~ and not within an area for which a Groundwater Management Plan has been adopted or within a high or medium priority basin as defined by the State Department of Water Resources; or

2. Within Groundwater Availability Zone **3 or**; ~~4~~, or **an** area for which a Groundwater Management Plan has been adopted or designated high or medium priority basin, the proposed use would:

a. The proposed use would not result in a net increase in water use on site through implementation of water conservation measures, rainwater catchment or recycled water reuse system, water recharge project, or participation in a local groundwater management project; or

b. Trucked recycled water may be considered for the cultivation area with a use permit, provided that adequate on-site water supplies are available for employees and other uses; ~~or~~

cb. A qualified professional prepares a hydro-geologic report **acceptable to the review authority** providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet the proposed uses and cumulative projected land uses in the area on a sustained basis, and that the operation will not:

i. result in or exacerbate an overdraft condition in basin or aquifer;

ii. result in reduction of critical flow in nearby streams; or

iii. result in well interference at offsite wells.

- (11) Groundwater Monitoring: Water wells used for cultivation shall be equipped with a meter and sounding tube or other water level sounding device and marked with a measuring reference point. Water meters shall be **maintained in a calibrated state and documentation shall be submitted to the Permit and Resource Management Department** at least once every five (5) years. Static water level and total quantity of water pumped shall be recorded quarterly and reported annually. Static water level is the depth from ground level to the well water level when the pump is not operating after being turned off. Static water level shall be measured by turning the pump off at the end of the working day and recording the water level at the beginning of the following day before turning the pump back on. Groundwater monitoring reports shall be submitted annually to the Permit and Resource Management Department, ~~Project Review Division~~ by January 31 of each year. The annual report shall ~~show a cumulative hydrograph of~~ **include water meter readings, static water levels and** the total quarterly quantities of water pumped from well(s) used in processing, **and static water levels.**
- (12) Groundwater Monitoring Easement: Prior to the issuance of any permit **for commercial cannabis cultivation pursuant to this chapter**, an ~~e~~**E**asement is required to be recorded ~~for this project~~ to provide Sonoma County personnel access to any on-site water well serving ~~this project~~ **the proposed use** and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted **for this purpose** Monday through Friday from 8:00 a.m. to 5:00 p.m. **Easements conveyed to the County under this Section shall be signed and accepted by either the Director of Permit and Resource Management or the Agricultural Commissioner.** All easement language is subject to review and approval by **the agency having jurisdiction** ~~PRMD Project Review staff~~ and County Counsel ~~the review authority~~ prior to recordation.

Sec. 26-88-256. - ~~Medical-e~~Cannabis dispensary uses.

- (a) Purpose. This section provides the location and operational standards for any ~~medical~~ cannabis dispensary within the unincorporated county in order to promote the health, safety, and general welfare of its residents and businesses.
- (b) Applicability. ~~Medical-e~~Cannabis dispensaries shall be permitted only in compliance with the requirements of this section, **the requirements of Section 26-88-250**, and all other applicable requirements of the underlying zoning district.
- (c) Permit Requirements. A use permit issued in compliance with Sections 26-92-070 and 26-92-080 shall be required for any ~~medical~~-cannabis dispensary. ~~Medical-e~~Cannabis dispensaries shall also be subject to permit requirements and regulations established by the Sonoma County Department of Health Services. ~~Additionally, medical-C~~cannabis dispensaries must comply with all other applicable building codes and requirements, including accessibility requirements.
- (d) Limit on Number of Dispensaries. No more than nine (9) ~~medical~~-cannabis dispensaries shall be permitted within the unincorporated county at any one (1) time.
- (e) Compliance with Operating Plan and Conditions Required. A ~~medical~~-cannabis dispensary shall submit, as a part of the use permit application, an operating plan that specifies the manner in which operations will be handled and security provided, and which details the number of employees, number of ~~patients~~**customers**, hours and days of operation allowed and approved. The operating plan shall provide that the dispensary shall require, at a minimum, **a photo identification for any person entering the site, as well as** a doctor's written recommendation in compliance with state law, ~~if applicable as well as a photo identification for any person entering the site~~. Any ~~medical~~-cannabis dispensary approved under this section shall be operated in conformance with the approved operating plan and shall meet any specific, additional operating procedures and measures as may be imposed as conditions of approval to ensure that the operation of the dispensary is consistent with protection of the health, safety and welfare of the community, qualified patients, and primary caregivers, and will not adversely affect surrounding uses.
- ~~(f) Limited Term. Use permits for medical cannabis dispensaries shall be limited term, and shall be issued for a maximum period of one (1) year.~~
- ~~(g) Exercise and Renewal of Permit. Use permits for medical cannabis dispensaries shall be exercised only by the applicant and shall expire upon termination of the business for which it was issued, or upon sale or transfer of ownership of the medical cannabis dispensary. All use permits issued for a medical cannabis dispensary shall include the following provision: "This use permit shall expire upon change of tenancy or sale or transfer of the business or property." Any use permit that is abandoned for a period of six (6) months shall automatically expire, and shall become null and void with no further action required on the part of the county. A use permit renewal may be administratively approved by the planning director only if all of the following findings are made:~~
 - ~~(1) The use has been conducted in accordance with this section, with the dispensary's approved operating plan, and with all applicable use permit conditions of approval;~~
 - ~~(2) The business for which the use permit was approved has not been transferred to another owner or operator;~~
 - ~~(3) There are no outstanding violations of health, safety, or land use.~~

- ~~(h) — Revocation or Modification. A use permit approved under this section may be revoked or modified at any time following public hearing in accordance with Section 26 92 120.~~
- ~~(i) — Signed Affidavit. The property owner and applicant, if other than the property owner, shall sign the application for the use permit, and shall include affidavits agreeing to abide by and conform to the conditions of the use permit and all provisions of the Sonoma County code pertaining to the establishment and operation of the medical cannabis dispensary use, including, but not limited to, the provisions of this section. The affidavit(s) shall acknowledge that the approval of the medical cannabis dispensary use permit shall in no way permit any activity contrary to the Sonoma County code, or any activity which is in violation of any applicable laws.~~
- (j) Location Requirements. Property setbacks for cannabis dispensaries shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis dispensary.**
- (1) A ~~medical~~ cannabis dispensary shall not be established on any parcel containing a dwelling unit used as a residence, nor within one hundred feet (100') of a residential zoning district.
 - (2) A ~~medical~~ cannabis dispensary shall not be established within one thousand feet (1,000') of any other ~~medical~~ cannabis dispensary **or a public park**, nor within five hundred feet (500') from a smoke shop or similar facility ~~selling drug paraphernalia~~.
 - (3) A ~~medical~~ cannabis dispensary shall not be established within one thousand feet (1,000') from ~~any public or private~~ **a school providing education to K-12 grades, park,** childcare center, **or** drug or alcohol treatment facility.
 - (4) Notwithstanding, the subsections **(j)(1) and (2)** may be waived by the ~~decision-maker~~ **review authority** when the applicant can show that an actual physical separation exists between land uses or parcels such that no off-site impacts could occur.
 - (5) A ~~medical~~ cannabis dispensary proposed within the sphere of influence of a city will be referred to the appropriate city for consultation.
- (k) Operating Standards. The following are the minimum development criteria and operational standards applicable to any ~~medical~~ cannabis dispensary use:**
- (1) The building in which the dispensary is located shall comply with all applicable local, state and federal rules, regulations, and laws including, but not limited to, building codes and accessibility requirements;
 - (2) The dispensary shall provide adequate security on the premises, including lighting and alarms, to insure the safety of persons and to protect the premises from theft. The applicant shall submit a security plan ~~for review and approval by PRMD~~. The Security Plan shall remain confidential.
 - (3) The site plan, circulation, parking, lighting, facility exterior, and any signage shall be subject to design review committee review and approval. The planning director may waive this requirement where the applicant can demonstrate that existing facilities, including parking, lighting and landscaping, already meet the requirements of this section;
 - (4) No exterior signage or symbols shall be displayed which advertises the availability of cannabis, nor shall any such signage or symbols be displayed on the interior of the facility in such a way as to be visible from the exterior;
 - (5) ~~No person shall be allowed onto the premises unless they are an employee, vendor or contractor of the dispensary, a primary caregiver, and/or a qualified patient or an~~

~~employee of an agency having jurisdiction monitoring or investigating the terms of regulatory compliance.~~ If the dispensary denies entry for monitoring and inspection to any employee of an agency having jurisdiction, the dispensary may be closed. ~~In strict accordance with California Health and Safety Code Section 11362.5 et seq. no person under the age of eighteen (18) shall be allowed on the dispensary site.~~ **Customer access to the premises shall be limited to individuals who are at least twenty one (21) years of age and individuals who are least eighteen (18) years of age with a valid doctor's recommendation.** All ~~persons~~ **individuals** entering the site shall present a photo identification and shall establish proof of doctor's recommendation, **if applicable**, except as representing a regulatory agency. The operating plan submitted as a part of the use permit application shall specify how this provision will be complied with and enforced;

- (6) No dispensary shall hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises;
- (7) An exhaust and ventilation system shall be utilized to prevent off-site odors;
- (8) No dispensary shall conduct or engage in the commercial sale of any product, good or service unless otherwise approved by the use permit. A dispensary may sell live starter plants, clones and seeds from qualified nurseries, but shall not cultivate or clone cannabis. A dispensary may sell manufactured cannabis, including edible products, and vaporizing devices if allowed by a permit issued by the Department of Health Services. Not more than ten percent (10%) of the floor area, up to a maximum of fifty (50) square feet may be devoted to the sale of incidental goods for personal cultivation but shall not include clothing, posters,, or other promotional items;-
- (9) No cannabis shall be ~~smoked, ingested, or otherwise~~ consumed on the premises. ~~The term "premises" includes the actual building, as well as any accessory structures, parking areas, or other immediate surroundings;-~~
- (10) No dispensary may increase in size without amending the use permit. The size limitation shall be included in the operational plan required by Section 26-88-~~126256~~**256**(e), of this section;
- (11) Parking must meet the requirements of Section 26-86-010.
- (12) Operating days and hours shall be limited to Monday through Saturday from 7:00 a.m. to 7:00 p.m., including deliveries, or as otherwise allowed by the use permit. Operating hours may be further restricted through the use permit process where needed to provide land use compatibility.
- (13) ~~Medical e~~**C**annabis delivery services may only be allowed with a dispensary use permit.

Sec. 26-88-258. - Cannabis cultivation—Personal.

(a) Purpose. This section establishes development criteria and operating standards for personal cannabis cultivation for medical or adult use.

(b) Cultivation of cannabis for personal use shall be subject to the following standards and limitations as allowed in the base zone ~~in compliance with Section 26-88-250~~. These standards shall apply to ~~any~~ **all types of cannabis cultivation growing environment including, but not limited to, (indoor, outdoor, and mixed light/greenhouse or indoor) unless otherwise specified. environments.**

(1) Residency Requirement. Cultivation of cannabis for personal use is limited to parcels with a residence and a full-time resident on the premises where the cultivation is occurring.

(2) Maximum Personal Cultivation. Cultivation of cannabis for personal use is limited to no more than one hundred (100) square feet per residence, of which up to six (6) plants can be cultivated for adult use purposes.

~~(3) Prohibition of Volatile Solvents. The use of volatile solvents, as defined herein, to manufacture cannabis products is prohibited.~~

(34) Outdoor Personal Cultivation. Cannabis plants shall not be located in front and side yard setback areas and shall not be visible from a public right of way. Outdoor cannabis cultivation is prohibited on parcels with multi-family units or in the medium and high density residential zones (R2 and R3).

~~(45)~~ Indoor and Mixed-Light Personal Cultivation.

a.(i) Indoor and mixed light personal cultivation must be contained within an enclosed accessory structure, greenhouse, or garage. Cultivation within a structure approved for residential use as set forth in Chapter 7 of the county code is prohibited, unless there is no other feasible alternative location.

b. Light systems shall be fully shielded, including adequate coverings on windows, so as to confine light and glare to the interior of the structure.

(5) Personal Cultivation Structures. All structures used for cultivation shall comply with the following:

~~(ii)~~**a.** All structures (including greenhouses) used for cultivation must be legally constructed with all applicable permits such as grading, building, electrical, mechanical and plumbing.

~~(iii)~~**b.** All structures associated with the cultivation shall not be located in the front yard setback area and shall adhere to the setbacks stated within the base zone. There shall be no exterior evidence of cannabis cultivation. Greenhouses shall be screened from the public right of way.

~~(iiiv)~~**c.** All structures used for cultivation shall have locking doors or gates to prevent free access. All cultivation structures shall be equipped with odor control filtration and ventilation systems adequate to prevent ~~an~~ odor, humidity, or mold.

~~(v)~~ ~~Light systems shall be fully shielded, including adequate coverings on windows, so as to confine light and glare to the interior of the structure.~~

~~(vi)~~**d.** The use of generators is prohibited, except as emergency back-up systems.

(vii)(7) All cultivation ~~operators~~ shall comply with the Best Management Practices for Cannabis Cultivation issued by the Agricultural Commissioner for management of wastes, water, erosion **and sediment** control and management of fertilizers and pesticides.

a. Individuals are prohibited from cannabis manufacturing using volatile solvents, including but not limited to Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂, or other dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene, as determined by the Fire Marshall.

Exhibit C

Definitions in Section 26-02-140

Applicant – Cannabis: A person that is applying for a permit to engage in commercial cannabis activity pursuant to this chapter.

Cannabis: All parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this section, “cannabis” does not mean “industrial hemp” as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code, or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink, or other product. Cannabis is classified as an agricultural product separately from other agricultural crops.

Cannabis Business Owner: A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit, unless the interest is solely a security, lien, or encumbrance; the chief executive officer of a nonprofit or other entity; a member of the board of directors of a nonprofit; the trustee(s) and all persons that have control of the trust and/or the commercial cannabis business that is held in trust; and/or an individual who will be participating in the direction, control, or management of the person applying for a permit.

Cannabis Cultivation: Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

Cannabis Cultivation Area: The total aggregate area(s) of cannabis cultivation on a single premises as measured around the outermost perimeter of each separate and discrete area of cannabis cultivation at the dripline of the canopy expected at maturity and includes, but is not limited to, the space between plants within the cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where cannabis plants are grown, as determined by the review authority.

Cannabis Cultivation – Indoor: Cannabis cultivation within any type of structure using exclusively artificial lighting.

Cannabis Cultivation – Mixed-Light: Cannabis cultivation in a greenhouse or other similar structure using natural light, light deprivation, and/or any combination of natural and supplemental artificial lighting.

Cannabis Cultivation – Outdoor: Cannabis cultivation using no artificial lighting conducted in the ground or in containers outdoors.

Cannabis Cultivation Site: The premises where commercial cannabis is planted, grown, harvested, dried, cured, graded, or trimmed or where all or any combination of those activities occurs.

Cannabis Dispensary: A facility where cannabis, cannabis products, or devices for the use of cannabis are offered, either individually or in any combination, for retail sale, including an establishment that delivers cannabis and/or cannabis products as part of a retail sale.

Cannabis Distribution: The procurement, sale, and transport of cannabis and cannabis products between licensees.

Cannabis License: A license issued by the State of California pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Cannabis Licensee: Any person issued a license by the State of California under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

Cannabis Manufacturer: A person that conducts the production, preparation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

Cannabis Manufacturing: All aspects of the extraction process, infusion process, and packaging and labeling processes, including preparing, holding, or storing of cannabis products. Manufacturing also includes any preparing, holding, or storing of components and ingredients.

Cannabis – Medical: Any cannabis or cannabis product intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

Cannabis Operator: The individual authorized to represent the person applying for or operating pursuant to a permit authorizing any commercial cannabis activity pursuant to this chapter.

Cannabis Product: Cannabis that has undergone any process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

Cannabis Testing Laboratory: A laboratory, facility, or entity in the State of California that offers or performs tests of cannabis or cannabis products.

Cannabis Transport: The physical movement of cannabis or cannabis products from one licensed premises to another licensed premises.

Commercial Cannabis Activity: The cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products as provided for in this chapter.

Delivery: The commercial transfer of cannabis or cannabis products to a customer, including use by a retailer of any technology platform owned and controlled by the retailer.

Greenhouse: A permanent structure, including glasshouses, conservatories, hothouses, or other similar structures for the covered propagation and growing of plants, constructed with a translucent roof and/or walls.

Hoop House – Cannabis: A temporary structure used for season extension or crop protection erected for less than 180 days where the material covering the structure is removable. Hoop houses do not have any electrical components, such as ventilation or artificial lighting, and are not used for light deprivation.

Light Deprivation: The elimination of natural light in order to induce flowering, using black out tarps or any other opaque covering.

Nonmanufactured Cannabis: Flower, shake, kief, leaf, and pre-rolls.

Nonvolatile Solvent: Any solvent used in the extraction process that is not a volatile solvent. For purposes of this chapter, ‘nonvolatile solvents’ include carbon dioxide and ethanol.

Nursery – Cannabis: A person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.

Person: An individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, tribe, or any other group or combination acting as a unit, and the plural as well as the singular.

Process, Processing, or Processes – Cannabis: All activities associated with drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured cannabis.

Premises – Cannabis: The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or person holding a valid permit where commercial cannabis activity will be or is conducted.

Volatile solvent: Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

Sec. 26-88-250. - Commercial cannabis uses.

- (a) Purpose. This section provides the development and operating standards for commercial cannabis activities to ensure neighborhood compatibility, minimize potential environmental impacts, provide safe access to medicine, and provide opportunities for economic development.
- (b) Applicability. Commercial cannabis activities shall be permitted only in compliance with the requirements of Sections 26-88-250 through 26-88-256 and all other applicable requirements for the specific type of use and those of the underlying base zone.
- (c) Limitations on Use. The following limitations apply to all commercial cannabis activities.
 - (1) Commercial cannabis uses for non-medical cannabis for adult use is prohibited, unless a use permit is obtained.
 - (2) Commercial cannabis activities shall only be allowed in compliance with all applicable county codes, including but not limited to, grading, building, plumbing, septic, electrical, fire, hazardous materials, and public health and safety.
 - (3) The permit holder shall comply with all laws and regulations applicable to the type of use and shall comply with all permit, license, approval, inspection, reporting and operational requirements of other local, state, or other agencies having jurisdiction over the type of operation. The permit holder shall provide copies of other agency and department permits, licenses, or certificates to the review authority to serve as verification for such compliance.
 - (4) Permits for commercial cannabis activities shall only be issued where written permission from the property owner or landlord is provided.
 - (5) Tasting, promotional activities, and events related to commercial cannabis activities are prohibited.
 - (6) Commercial cannabis activities are prohibited from using volatile solvents, including but not limited to Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂, or other dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene, as determined by the Fire Marshall.
- (d) Permit Requirements. Commercial cannabis activities shall be subject to the land use permit requirements as shown in Table 1A-D Allowed Cannabis Uses and Permit Requirements. No other type of commercial cannabis activities are permitted except as specified in Table 1A-D. The county may refuse to issue any discretionary or ministerial permit, license, variance or other entitlement, which is sought pursuant to this chapter, including zoning clearance for a building permit, where the property upon which the use or structure is proposed is in violation of the county code. Commercial cannabis activities shall also be subject to permit requirements and regulations established by the Sonoma County Department of Health Services.
- (e) Term of Permit. Zoning permits for commercial cannabis activities shall be issued for a limited term not to exceed one (1) year from the date of permit approval. Use permits for commercial cannabis activities may be approved for a limited term of up to five (5) years from the date the use permit certificate is issued, after all pre-operational conditions of the use permit have been met. Limited term permits shall expire and have no further effect unless a complete application for renewal is submitted prior to the expiration date. No

- property interest, vested right, or entitlement to receive a future permit to conduct a commercial cannabis activity shall ever inure to the benefit of such permit holder.
- (f) Health and Safety. Commercial cannabis activity shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, runoff or wastes.
 - (g) Taxes. Permit holders shall comply with Sonoma County Code Section 35, the Sonoma County Cannabis Business Tax Ordinance, and any additional taxes that may be enacted by the voters or any additional regulations that may be promulgated.
 - (h) Operator Qualifications. Cannabis operators must meet the following qualifications:
 - (1) Cannabis operators and all employees must be at least twenty-one (21) years of age.
 - (2) Cannabis operators shall be subject to background search by the California Department of Justice. Permits for commercial cannabis activities shall not be approved for operators with serious or violent felony convictions, as specified in subdivision (c) of Section 1192.7 of the Penal Code and subdivision (c) of Section 667.5 of the Penal Code.
 - (3) Cannabis operators must have authority to legally bind the person applying for and/or operating pursuant to a permit.
 - (4) Cannabis operators must meet the definition of a cannabis business owner.
 - (i) Weights and Measures. All scales used for commercial transactions shall be registered for commercial use and sealed by the Department of Agriculture/Weights and Measures.
 - (j) Tracking. Permit holders shall comply with any track and trace program established by the county and state agencies. Permit holders must maintain records tracking all cannabis and cannabis products and shall make all records related to commercial cannabis activity available to the county upon request.
 - (k) Inspections. Premises shall be subject to inspections by appropriate local and state agencies, including but not limited to the Department of Agriculture/Weights & Measures and Permit and Resource Management Department. Premises shall be inspected at random times for conformance with the county code and permit requirements. The inspection shall be conducted during regular business hours. If interference in the performance of the duty of the agency having jurisdiction occurs, the agency may temporarily suspend the permit and order the permit holder to immediately cease operations.
 - (l) Monitoring. Permit holders shall be subject to monitoring. A fee may be adopted by the board of supervisors and collected by the agency having jurisdiction or the county tax collector to pay for monitoring and enforcement.
 - (m) Appeals. Appeals of any permit issuance or denial issued by the Department of Agriculture/Weights & Measures shall be subject to review and appeal procedures pursuant to Chapter 36. Appeals of any permit issuance or denial issued by PRMD shall be subject to review and appeal procedures pursuant to Chapter 26.
 - (n) Exercise of Permit and Notification of Changes. Permits are issued to and held by the person engaged in commercial cannabis activity, and specific to the premises for which it was issued. A permit holder shall, at all times, have one cannabis operator. Prior written notice must be provided to the agency having jurisdiction for any changes to ownership or cannabis operator, and any changes must comply with applicable code requirements. New cannabis operators shall be required to participate in an orientation and/or exam(s), as determined by

the agency having jurisdiction. Permit holders shall notify the agency having jurisdiction prior to any of the following:

- (1) A new person meeting the definition of cannabis business owner of the permit holder.
 - (2) Change in business entity type of the permit holder.
 - (3) Change in legal business name of the permit holder.
 - (4) A new person serving as operator of the permit holder.
 - (5) A new property owner of the parcel on which the premises is located.
- (o) Permit Renewal. Applications for permit renewal may be administratively approved by the agency having jurisdiction only if:
- (1) The use has been conducted in accordance with this section, with the operation's approved plan, and with all applicable use permit conditions of approval;
 - (2) There are no outstanding violations related to health, safety, land use, or tax; and;
 - (3) The requirements of Section 26-92-040 are met.
- (p) Indemnification of County. At the time of submitting an application for a permit pursuant to Sections 26-88-250 through Section 26-88-256, the applicant, and, if different than applicant, the lawful owner(s) of the property on which applicant seeks approval to engage in any commercial cannabis activity, shall agree, as part of the application, to defend, indemnify and hold harmless the county and its agents, officers, attorneys and employees from any claim, action or proceeding brought against the county or its agents, officers, attorneys or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, appeal boards or board of supervisors, which action is brought within the applicable statute of limitations. The indemnification shall include damages awarded against the county, if any, costs of suit, attorney fees and other costs and expenses incurred in connection with such action.

Table 1A: Allowed Cannabis Uses and Permit Requirements for Agricultural and Resource Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL (square feet or plant)	MINIMUM PARCEL SIZE	Land Intensive Agriculture	Land Extensive Agriculture	Diverse Agriculture	Resources and Rural Development	Timber Preserve	Special Use Regulations	
			LIA ¹	LEA ¹	DA ¹	RRD ¹	TP		
CANNABIS USES									
Personal Cultivation	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	26-88-250 - 254	
Commercial Cannabis Uses									
Cottage	25 plants	10 ac	ZP	ZP	ZP	MUP	—		
Specialty Outdoor	5,000 sq. ft. or 50 plants	10 ac	CUP	ZP	ZP	CUP	—		
Small Outdoor	5,001 - 10,000	10 ac	CUP	ZP	ZP	CUP	—		
Medium Outdoor	10,001 - 43,560	10 ac	CUP	CUP	CUP	CUP	—		
Nursery Outdoor	Limited as Expressed Above		CUP	CUP	CUP	CUP	—		
Indoor Cultivation									
Cottage	500	10 ac	ZP ²	ZP ²	ZP ²	MUP ²	—		
Specialty Indoor	501 - 5,000	10 ac	CUP ²	CUP ²	CUP ²	CUP ²	—		
Small Indoor	5,001 - 10,000	10 ac	—	—	—	—	—		
Medium Indoor	10,001 - 22,000	10 ac	—	—	—	—	—		
Nursery Indoor	Limited as Expressed Above		CUP ²	CUP ²	CUP ²	CUP ²	—		
Mixed Light Cultivation									
Cottage	2,500	10 ac	ZP ²	ZP ²	ZP ²	MUP	—		
Specialty Mixed Light	2,501 - 5,000	10 ac	CUP ²	CUP	CUP	CUP	—		
Small Mixed Light	5,001 - 10,000	10 ac	CUP ²	CUP	CUP	CUP	—		
Medium Mixed Light	10,001 - 22,000	10 ac	—	—	—	—	—		
Nursery Mixed Light	Limited as Expressed Above		CUP ²	CUP	CUP	CUP	—		
Centralized Processing		10 ac	CUP ²	CUP ²	CUP ²				
Distributor-Transport Only ³		10 ac	MUP	MUP	MUP	MUP			
TYPE OF PERMIT REQUIRED									
ZP	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only								
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions								
CUP	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions								
—	Use not allowed								

- Notes:**
- 1 Commercial Cannabis Uses on properties with a Land Conservation (Williamson Act) Act Contract are subject to Uniform Rules for Agricultural Preserves.
 - 2 Within existing previously developed areas, including hardscape, or legally established structures built (finalized) prior to January 1, 2016. No net increase in impervious surface.
 - 3 Distributor-Transport Only restricts the licensee to only transporting cannabis goods that the licensee has cultivated or manufactured.

Table 1B: Allowed Cannabis Uses and Permit Requirements for Commercial Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL	MINIMUM PARCEL SIZE	Commercial Office	Neighborhood Commercial	Retail Business and Services	General Commercial	Limited Commercial	Commercial Rural	Agricultural Services	Recreation and Visitor Serving	Special Use Regulations
			CO	C1	C2	C3	LC	CR	AS	K	
CANNABIS USES											
Personal Cultivation ¹	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	P			26-88-250, 252, and 256
Testing/Laboratories	per use permit		—	—	—	MUP	MUP	—	—	—	
Dispensaries: Storefront and Delivery	per use permit		—	CUP	CUP	—	CUP	—	—	—	
TYPE OF PERMIT REQUIRED											
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions										
CUP	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions										
—	Use not allowed										

- Notes:**
- 1 Personal Outdoor Cultivation is prohibited in multifamily units and in the R2 and R3 zones

Table 1C: Allowed Cannabis Uses and Permit Requirements for Industrial Zones

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL (square feet or plant)	MINIMUM PARCEL SIZE	Industrial Park	Limited Urban Industrial	Heavy Industrial	Limited Rural Industrial	Public Facilities	Special Use Regulations	
			MP	M1	M2	M3	PF		
CANNABIS USES									
Personal Cultivation¹	100 sq ft including up to 6 plants for adult use, per residence	None	P	P	P	P	P	26-88-250 -252	
Indoor Cultivation									
Cottage	500	None	ZP	ZP	ZP	ZP	—		
Specialty Indoor	501 - 5,000	None	MUP	MUP	MUP	MUP	—		
Small Indoor	5,001 - 10,000	None	MUP	MUP	MUP	MUP	—		
Medium Indoor	10,001 - 22,000	None	MUP	MUP	MUP	MUP	—		
Nursery Indoor	Limited as Expressed Above		MUP	MUP	MUP	MUP	—		
Mixed Light Cultivation									
Cottage	2,500	2 ac	—	MUP	MUP	MUP	—		
Specialty Mixed Light	2,501 - 5,000	3 ac	—	MUP	MUP	MUP	—		
Small Mixed Light	5,001 - 10,000	5 ac	—	MUP	MUP	MUP	—		
Medium Mixed Light	10,001 - 22,000	10 ac	—	MUP	MUP	MUP	—		
Nursery Mixed Light	Limited as Expressed Above		—	MUP	MUP	MUP	—		
Testing/Laboratories			MUP	MUP	MUP	MUP	—		
Manufacturing									
Level 1 - nonvolatile solvents	per use permit		MUP	MUP	MUP	MUP	—		
Centralized Processing	per use permit		MUP	MUP	MUP	MUP	—		
Microbusiness²	per use permit		MUP	MUP	MUP	MUP	—		
Distributor-Transport	per use permit		MUP	MUP	MUP	MUP	—		
Distributor-Transport Only³	per use permit		MUP	MUP	MUP	MUP	—		
TYPE OF PERMIT REQUIRED									
ZP	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only								
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions								
—	Use not allowed								

- Notes
- 1 Personal Outdoor Cultivation is prohibited in multifamily units and in the R2 and R3 zones
 - 2 Does not alter the already allowed uses and only formalizes the potential to request this combined state license type.
 - 3 Distributer-Transport Only restricts the licensee to only transporting cannabis of the licensee.

Sec. 26-88-252. - Enforcement.

(a) Violations.

(1) Any activity performed contrary to the provisions of Sections 26-88-250 through 26-88-258 is hereby declared to be a violation of this chapter and a public nuisance.

(2) Any violation of a term, condition, or the approved plans and specifications of any permit issued pursuant to Sections 26-88-250 through 26-88-256 shall constitute a violation of this chapter.

(3) Each and every day during any portion of which any violation of Sections 26-88-250 through 26-88-258 or any permit issued thereunder is committed, continued, or allowed to continue shall be a separate offense.

(b) Enforcement. Complaints regarding the noncompliance of commercial cannabis activity or personal cultivation with Sections 26-88-250 through 26-88-258, as applicable, will be addressed by the agency having jurisdiction which may conduct an investigation to determine whether there was a violation of the county code, a zoning standard, or a use permit condition. Sheriff reports, online searches, citations, aerial photos or neighbor documentation may constitute proof of a violation. The agency having jurisdiction shall have discretion to investigate or prosecute any potential violation.

(c) Suspension, Revocation or Modification.

(1) Any permit, license or approval issued pursuant to this chapter may be suspended, revoked, or modified by the agency having jurisdiction, if the Director or the Agricultural Commissioner determines any of the following:

- a. Circumstances under which the permit was granted have changed and the public health, safety, and welfare require the suspension, revocation, or modification;
- b. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application; or
- c. One (1) or more of the conditions or standards of the permit have not been substantially fulfilled or have been violated.

(2) Any suspension, revocation, or modification action taken by the Department of Agriculture/Weights and Measures shall be subject to review and appeal procedures pursuant to Chapter 36. Any suspension, revocation, or modification action taken by the Permit and Resource Management Department shall be subject to review and appeal procedures pursuant to Chapter 26. The revocation of any cannabis permit shall have the effect of terminating the permit and denying the privileges granted by the permit.

(3) Upon revocation, the permit holder and each person who meets the definition of cannabis business owner of the permit holder shall not apply for or be issued a permit for any commercial cannabis activity for a period of at least two (2) years.

(d) Administrative Remedies. The remedies provided for in this section apply to violations verified by the agency having jurisdiction, and shall be cumulative and not exclusive. This section is not intended to, and does not, establish any criminal liability.

(1) Administrative Enforcement Action. A violation of Sections 26-88-250 through 26-88-258 or any permit issued thereunder shall be subject to civil enforcement and abatement

methods pursuant to Section 1-7.3 of the county code, as determined by the agency having jurisdiction.

(2) Administrative Citations.

- a. Any person violating or causing violation of any provision of Sections 26-88-250 through 26-88-258 or any permit issued pursuant to those sections may be issued an administrative citation by the agency having jurisdiction pursuant to Section 1.7-6.
- b. Any person issued an administrative citation shall be liable for and shall remit payment of any fine(s) assessed in connection with the citation in compliance with Section 1.7-6 of this code.
- c. Any person issued an administrative citation may appeal the citation to a hearing officer in compliance with Section 1-7.6 of this code.

Cannabis Civil Penalties Schedule

Violation	First Offense	Second Offense	Third Offense
Exceedance of Allowed or Permitted Cultivation Area	\$20 per square foot	\$30 per square foot	\$50 per square foot
Non-compliance with Standard or Condition	\$1,000	\$5,000	\$10,000
Unpermitted Cannabis Use	\$10,000	\$25,000	\$50,000

(3) Civil Penalties. In addition to any and all other costs, fees, penalties and expenses which may be assessed or imposed as a result of a violation of the county code, the following civil penalties may be applied to violations associated with commercial cannabis activity, as determined by the agency having jurisdiction.

- a. For cultivation in exceedance of the permitted cultivation area, no more than twenty dollars (\$20.00) per square foot per day for the first violation; no more than thirty dollars (\$30.00) per square foot per day for the second violation within two (2) years; and no more than fifty dollars (\$50.00) per square foot per day for the third violation within two (2) years.
- b. For each violation of a standard or condition of the permit or county code, no more than one thousand dollars (\$1,000.00) per day for the first violation; no more than five thousand dollars (\$5,000.00) per day for a second violation within two (2) years; and no more than ten thousand dollars (\$10,000.00) per day for each additional violation within two (2) years.
- c. For each unpermitted cannabis use, no more than ten thousand dollars (\$10,000.00) per day for the first violation; no more than twenty-five thousand dollars (\$25,000.00) per day for the second violation within two (2) years; and no more than fifty thousand dollars (\$50,000.00) per day for the third violation within two (2) years.

- d. In the event that the use or structure in violation may be permitted with an appropriate permit up to a maximum of fifty (50) times the amount of the standard fee for each required approval, review, and permit.
- (4) Three Strikes Penalty. Upon receipt of any combination of three (3) administrative citations, verified violations, or hearing officer determinations of violation of any of the permit requirements or standards issued to the owner or operator at any property or combination of properties of the same owner or operator within a two-year period, the permit for a cannabis operation is revoked, subject to prior notice and to appeal. Appeals shall be filed within ten (10) days of the notice of revocation. Upon revocation, an application to reestablish a cannabis operation at the subject property shall not be accepted for a minimum period of two (2) years.
- (5) Removal of Violation. The penalties imposed by this section may not apply if the agency having jurisdiction establishes that within five (5) days after the date of mailing or hand delivery of notice of the existence of the violation, the person removed from the property the cannabis, the cannabis equipment, the use, or structure which constituted that violation.

Sec. 26-88-254. - Cannabis cultivation—Commercial.

- (a) Purpose. This section establishes development criteria and operating standards for commercial cannabis cultivation as allowed by the base zone in compliance with Section 26-88-250, Commercial Cannabis Uses.
- (b) Applicability. This section shall apply to all commercial cannabis cultivation, including but not limited to, outdoor, indoor, and mixed light cultivation and associated drying, curing, grading, and trimming facilities including centralized processing facilities. Commercial cannabis cultivation operations shall comply with this section in addition to the requirements of Section 26-88-250, Commercial Cannabis Uses.
- (c) Permit Requirements. Commercial cannabis cultivation shall be subject to the land use permit requirements as shown in Table 1A-D Allowed Cannabis Uses and Permit Requirements. Zoning permits for outdoor cultivation may be issued by the Department of Agriculture/Weights, and Measures. Zoning permits and use permits for all other cultivation activities shall be issued by the Permit and Resource Management Department. New structures, roads, and fences or conversion of existing structures or shipping containers, or similar structures, to cannabis cultivation shall be subject to design standards maintained by the review authority.
- (d) Limitations on Use. All cultivation shall be conducted and maintained in compliance with this section and the Best Management Practices for Cannabis Cultivation issued by the Agricultural Commissioner. The Agricultural Commissioner shall establish and publish the applicable best management practices and shall enforce the provisions of this section for outdoor cultivation areas and management of pesticides and fertilizers for all cultivation types. Permanent structures used in cultivation shall be subject to permits issued by the Permit and Resource Management Department and other agencies having jurisdiction and shall be conducted and maintained in compliance with this code.
- (e) Multiple Permits. Multiple cultivation permit applications will be processed concurrently. Multiple cultivation permits may be issued to a single person, provided that the total

combined cultivation area within the county does not exceed one (1) acre. For the purposes of this provision, the entire cultivation area of a permit shall be attributed in full to each person who meets the definition of cannabis business owner of the permit holder.

(f) Development Criteria.

- (1) **Minimum Lot Size.** A minimum lot size of 10 acres is required for all commercial cannabis operations in the agricultural and resource zones (LIA, LEA, DA, RRD).
- (2) **Multi-Tenant Operations.** Multiple permits may be issued for multi-tenant operations on a single parcel provided that the aggregate cultivation area does not exceed the maximum area allowed for the cultivation type and parcel size in compliance with Table 1A-D Allowed Cannabis Uses and Permit Requirements.
- (3) **Square Footage Limitations.** The total combined square footage of the cultivation area shall not exceed the maximum size thresholds as defined in Table 1A-D Allowable Cannabis Uses and Permit Requirements which provides the maximum size per parcel.
- (4) **Propagation and Vegetative Production Area.**
 - a. Vegetative and other non-flowering propagative cannabis plant material may be cultivated for on-site use, subject to land use permit requirements as shown in Table 1A-D Allowed Cannabis Uses and Permit Requirements.
 - b. Additional propagation and vegetative production area may be considered with a use permit, not to exceed 25% of the permitted cultivation area, provided this plant material is kept in a separate, unique area away from flowering plants.
- (5) **Cannabis Processing.** No more than nine (9) centralized cannabis processing facilities shall be permitted in Agricultural Zones within the unincorporated county at any (1) one time and shall be allowed to process cannabis grown onsite and within the local area. All other processing is limited to on-site cultivation use only.
- (6) **Property Setbacks- Outdoor.** Outdoor cultivation areas and all structures associated with the cultivation shall not be located in the front yard setback area and shall be screened from public view. Outdoor cultivation areas shall not be visible from a public right of way. Outdoor cultivation areas shall be setback a minimum of one hundred feet (100') from property lines and a minimum of three hundred feet (300') from residences and business structures on surrounding properties.

Outdoor cultivation sites shall be setback a minimum of one thousand feet (1,000') from a school providing education to K-12 grades, a public park, childcare centers, or an alcohol or drug treatment facility. The distance shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use. This park setback may be reduced with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope, that no offsite impacts will occur, and that the cannabis operation is not accessible or visible from the park.
- (7) **Property Setbacks- Indoor.** All structures used for indoor cultivation shall comply with the setbacks for the base zone and any applicable combining zone. Structures associated with cultivation shall not be located in the front yard setback area and shall be screened from public view. There shall be no exterior evidence of cultivation either within or outside the structure.

Indoor cultivation within agricultural and resource zones shall be setback a minimum of six hundred feet (600') from a school providing education to K-12 grades. The distance

shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use.

- (8) **Property Setbacks- Mixed Light.** Mixed light structures shall be setback a minimum of one hundred feet (100') from property lines and a minimum of three hundred feet (300') from residences and business structures on surrounding properties in agricultural and resource zones. Mixed Light structures in industrial zones shall be setback three hundred feet (300') from residences on surrounding properties.
Mixed light structures in all zones shall be setback a minimum of one thousand feet (1,000') from a school providing education to K-12 grades, a public park, childcare centers, or an alcohol or drug treatment facility. The distance shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis cultivation use. This park setback may be reduced with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope, that no offsite impacts will occur, and that the cannabis operation is not accessible or visible from the park.
- (9) **Airport Compatibility.** All cannabis operations shall comply with the Comprehensive Airport Land Use Plan.
- (10) **Building Requirements.** All structures used in commercial cultivation shall comply with all applicable sections of the county code.
- (11) **Biotic Resources.** Proposed cultivation operations, including all associated structures, shall require a biotic resource assessment at the time of application that demonstrates that the project is not located within, and will not impact sensitive or special status species habitat, unless a use permit is obtained. Any proposed cultivation operation, including all associated structures, located within adopted federal critical habitat areas must have either all appropriate permits from the applicable state and federal agencies with jurisdiction over the listed species, or a biotic assessment concluding that the project will not result in "take" of a protected wildlife species within the meaning of either the federal or California Endangered Species Acts.
- (12) **Conversion of Timberland.** Cannabis cultivation activities, including associated structures, may only be located within a non-forested area that was in existence prior to December 20, 2016, and there shall be no tree removal or timber conversions to accommodate cultivation sites, unless a use permit is obtained.
- (13) **Property Setbacks- Riparian Corridor Stream Conservation Areas.** Structures used for cultivation shall be located outside the Riparian Corridor Stream Conservation Areas (RC combining zone) and outside any designated Biotic Habitat area (BH combining zone). Outdoor cultivation areas shall conform to the agricultural Riparian Corridor setback set forth in Section 26-65-040. Outdoor cultivation areas shall conform to the wetland setback set forth in Section 36-16-120, unless a use permit is obtained.
- (14) **Cultural and Historic Resources.** Cultivation sites shall avoid impacts to significant cultural and historic resources by complying with the following standards. Sites located within a Historic District shall be subject to review by the Landmarks Commission, unless otherwise exempt, consistent with Section 26-68-020 and shall be required to obtain a use permit. Cultivation operations involving ground disturbing activities, including but not limited to, new structures, roads, water storage, trenching for utilities, water, wastewater, or drainage systems shall be subject to design standards and referral

to the Northwest Information Center and local tribes. A use permit will be required if mitigation is recommended by the cultural resource survey or local tribe.

The following minimum standards shall apply to cultivation permits involving ground disturbance. All grading and building permits shall include the following notes on the plans:

If paleontological resources or prehistoric, historic-period or tribal cultural resources are encountered during ground-disturbing work at the project location, all work in the immediate vicinity shall be halted and the operator must immediately notify the agency having jurisdiction of the find. The operator shall be responsible for the cost to have a qualified paleontologist, archaeologist and tribal cultural resource specialist under contract to evaluate the find and make recommendations in a report to the agency having jurisdiction. Paleontological resources include fossils of animals, plants or other organisms. Historic-period resources include backfilled privies, wells, and refuse pits; concrete, stone, or wood structural elements or foundations; and concentrations of metal, glass, and ceramic refuse. Prehistoric and tribal cultural resources include obsidian and chert flaked-stone tools (e.g., projectile points, knives, choppers), midden (culturally darkened soil containing heat-affected rock, artifacts, animal bone, or shellfish remains), stone milling equipment, such as mortars and pestles, and certain sites features, places, cultural landscapes, sacred places and objects with cultural value to a California Native American tribe.

If human remains are encountered, work in the immediate vicinity will stop and the operator shall notify the agency having jurisdiction and the Sonoma County Coroner immediately. At the same time, the operator shall be responsible for the cost to have a qualified archaeologist under contract to evaluate the discovery. If the human remains are determined to be of Native American origin, the Coroner must notify the Native American Heritage Commission within twenty-four (24) hours of this identification.

- (15) Farmland Protection. Where a commercial cultivation site is located within an Agricultural Zone (LIA, LEA, DA), the operation shall be consistent with General Plan Policy AR-4a. Indoor and mixed light cultivation facilities shall not remove agricultural production within Important Farmlands, including Prime, Unique and Farmlands of Statewide Importance as designated by the state Farmland Mapping and Monitoring Program, but may offset by relocating agricultural production on a 1:1 ratio.

If the premises is located on a site under a Land Conservation Act (Williamson Act) contract, the use must comply with the Land Conservation Act contract, any applicable Land Conservation Plan, and the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones, including provisions governing the type and extent of compatible uses listed therein.

- (16) Fire Code Requirements. The applicant shall prepare and implement a Fire Prevention Plan for construction and ongoing operations and obtain any permits required from the Fire and Emergency Services Department. The Fire Prevention Plan shall include, but not be limited to: emergency vehicle access and turn-around at the facility site(s), vegetation management and fire break maintenance around all structures.
- (17) Grading and Access. Cultivation sites shall be prohibited on natural slopes steeper than fifteen percent (15%), as defined by Section 11-22-020, unless a use permit is obtained. Grading shall be subject to a grading permit in compliance with Chapter 11 of the county code.

- (18) Hazardous Materials Sites. No commercial cannabis activity shall be sited on a parcel listed as a hazardous materials site compiled pursuant to Government Code Section 65962.5, unless a use permit is obtained.
 - (19) Lighting. All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky. All indoor and mixed light operations shall be fully contained so that little to no light escapes. Light shall not escape at a level that is visible from neighboring properties between sunset and sunrise.
 - (20) Runoff and Stormwater Control. Runoff containing sediment or other waste or by-products shall not be allowed to drain to the storm drain system, waterways, or adjacent lands. Prior to beginning grading or construction, the operator shall prepare and implement a storm water management plan and an erosion and sediment control plan, approved by the agency having jurisdiction. The plan must include best management practices for erosion control during and after construction and permanent drainage and erosion control measures pursuant to Chapter 11 of the county code. All cultivation operators shall comply with the best management practices for Cannabis Cultivation issued by the Agricultural Commissioner for management of wastes, water, erosion control and management of fertilizers and pesticides.
 - (21) Security and Fencing. A Site Security Plan shall be required. All Site Security Plans shall be held in a confidential file, exempt from disclosure as a public record pursuant to Government Code Section 6255(a). Security cameras shall be motion-sensor and be installed with capability to record activity beneath the canopy but shall not be visible from surrounding parcels and shall not be pointed at or recording activity on surrounding parcels. Surveillance video shall be kept for a minimum of thirty (30) days. Video must use standard industry format to support criminal investigations. Lighting and alarms shall be installed to insure the safety of persons and to protect the premises from theft. All outdoor and mixed light cultivation sites shall be screened by non-invasive fire resistant vegetation and fenced with locking gates with a Knox lock. No outdoor or mixed light cultivation sites located on parcels adjacent to public parks shall be visible from trails or public access points. Razor wire and similar fencing shall not be permitted. Weapons and firearms at the cultivation site are prohibited. Security measures shall be designed to ensure emergency access in compliance with fire safe standards. All structures used for cultivation shall have locking doors to prevent free access.
- (g) Operating Standards.
- (1) Compliance Inspections. All cultivation sites shall be subject to on-site compliance inspections by agencies having jurisdiction. The inspection shall be conducted during regular business hours.
 - (2) Air Quality and Odor. All indoor and mixed light cultivation operations and any drying, aging, trimming and packing facilities shall be equipped with odor control filtration and ventilation system(s) to control odors, humidity, and mold. All cultivation sites shall utilize dust control measures on access roads and all ground disturbing activities.
 - (3) Energy Use. Electrical power for indoor cultivation, mixed light operations, and processing including but not limited to illumination, heating, cooling, and ventilation, shall be provided by any combination of the following: (i) on-grid power with one hundred percent (100%) renewable source; (ii) on-site zero net energy renewable source; or (iii) purchase of carbon offsets of any portion of power not from renewable

sources. The use of generators for indoor and mixed light cultivation is prohibited, except for portable temporary use in emergencies only.

- (4) **Hazardous Materials.** All cultivation operations that utilize hazardous materials shall comply with applicable hazardous waste generator, underground storage tank, above ground storage tanks, and AB 185 (hazardous materials handling) requirements and maintain any applicable permits for these programs from the Fire Prevention Division, Certified Unified Program Agency (CUPA) of Sonoma County Fire and Emergency Services Department, or Agricultural Commissioner.
- (5) **Hours of Operation.** Outdoor harvesting activities and indoor or mixed light cultivation and processing activities may be conducted seven (7) days a week, twenty-four (24) hours per day as needed. Deliveries and shipping, and outdoor processing activities, shall be limited to the hours from 8:00 a.m. to 5:00 p.m., unless a use permit is obtained.
- (6) **Noise Limits.** Cultivation activities shall not exceed the General Plan Noise Standards Table NE-2, measured in accordance with the Sonoma County Noise Guidelines.
- (7) **Occupational Safety.** Cultivators shall comply with all applicable federal, state, and local laws and regulations governing California Agricultural Employers, which may include: federal and state wage and hour laws, CAL/OSHA, OSHA, and the California Agricultural Labor Relations Act.
- (8) **Waste Management.** A Waste Management Plan addressing the storing, handling, and disposing of all waste by-products of the cultivation and processing activities in compliance with the Best Management Practices issued by the Agricultural Commissioner shall be submitted for review and approval by the agency having jurisdiction. The plan shall characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse the wastes in compliance with best management practices and county standards.
All garbage and refuse on the site shall be accumulated or stored in non-absorbent, water-tight, vector resistant, durable, easily cleanable, galvanized metal or heavy plastic containers with tight fitting lids. No refuse container shall be filled beyond the capacity to completely close the lid. All garbage and refuse on the site shall not be accumulated or stored for more than seven (7) calendar days, and shall be properly disposed of before the end of the seventh day in a manner prescribed by the Solid Waste Local Enforcement Agency. All waste, including but not limited to refuse, garbage, green waste and recyclables, must be disposed of in accordance with local and state codes, laws and regulations. All waste generated from cannabis operations must be properly stored and secured to prevent access from the public.
- (9) **Waste Water Discharge.** A waste water management plan shall be submitted identifying the amount of waste water, excess irrigation and domestic wastewater anticipated, as well as disposal. All cultivation operations shall comply with the Best Management Practices issued by the Agricultural Commissioner and shall submit verification of compliance with the Waste Discharge Requirements of the State Water Resource Control Board, or waiver thereof. Excess irrigation water or effluent from cultivation activities shall be directed to a sanitary sewer, septic, irrigation, graywater or bio-retention treatment systems. If discharging to a septic system, a system capacity evaluation by a qualified sanitary engineer shall be included in the management plan.

All domestic waste for employees shall be disposed of in a permanent sanitary sewer or on-site septic system demonstrated to have adequate capacity.

- (10) Water Source. An on-site water supply source adequate to meet all on site uses on a sustainable basis shall be provided. Water use includes, but may not be limited to, irrigation water, and a permanent potable water supply for all employees. Trucked water shall not be allowed, except as provided below and for emergencies requiring immediate action as determined by the Director. The onsite water supply shall be considered adequate with documentation of any one (1) of the following sources:
- a. Municipal Water: A municipal water supplier as defined in California Water Code Section 13575. The applicant shall provide documentation from the municipal water source that adequate supplies are available to serve the proposed use.
 - b. Recycled Water: The use of recycled process wastewater or captured rainwater from an onsite use or connection to a municipal recycled water supply for non-potable use, provided that an adequate on-site water supply is available for employees and other uses.
 - c. Surface Water: An existing legal water right and, if applicable, a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife.
 - d. Groundwater Well:
 1. The site is located in Groundwater Availability Zone 1 or 2, and not within an area for which a Groundwater Management Plan has been adopted or within a high or medium priority basin as defined by the State Department of Water Resources; or
 2. Within Groundwater Availability Zone 3 or 4, or an area for which a Groundwater Management Plan has been adopted or designated high or medium priority basin, the proposed use would:
 - a. The proposed use would not result in a net increase in water use on site through implementation of water conservation measures, rainwater catchment or recycled water reuse system, water recharge project, or participation in a local groundwater management project; or
 - b. Trucked recycled water may be considered for the cultivation area with a use permit, provided that adequate on-site water supplies are available for employees and other uses; or
 - c. A qualified professional prepares a hydro-geologic report providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet the proposed uses and cumulative projected land uses in the area on a sustained basis, and that the operation will not:
 - i. result in or exacerbate an overdraft condition in basin or aquifer;
 - ii. result in reduction of critical flow in nearby streams; or
 - iii. result in well interference at offsite wells.
- (11) Groundwater Monitoring: Water wells used for cultivation shall be equipped with a meter and sounding tube or other water level sounding device and marked with a measuring reference point. Water meters shall be maintained in a calibrated state and documentation shall be submitted to the Permit and Resource Management Department at least once every five (5) years. Static water level and total quantity of water pumped shall be recorded quarterly and reported annually. Static water level is the depth from

ground level to the well water level when the pump is not operating after being turned off. Static water level shall be measured by turning the pump off at the end of the working day and recording the water level at the beginning of the following day before turning the pump back on. Groundwater monitoring reports shall be submitted annually to the Permit and Resource Management Department by January 31 of each year. The annual report shall include water meter readings, the total quarterly quantities of water pumped from well(s) used in processing, and static water levels.

- (12) Groundwater Monitoring Easement: Prior to the issuance of any permit for commercial cannabis cultivation pursuant to this chapter, an easement is required to be recorded to provide Sonoma County personnel access to any on-site water well serving the proposed use and any required monitoring well to collect water meter readings and groundwater level measurements. Access shall be granted for this purpose Monday through Friday from 8:00 a.m. to 5:00 p.m. Easements conveyed to the County under this Section shall be signed and accepted by either the Director of Permit and Resource Management or the Agricultural Commissioner. All easement language is subject to review and approval by the agency having jurisdiction and County Counsel prior to recordation.

Sec. 26-88-256. - Cannabis dispensary uses.

- (a) Purpose. This section provides the location and operational standards for any cannabis dispensary within the unincorporated county in order to promote the health, safety, and general welfare of its residents and businesses.
- (b) Applicability. Cannabis dispensaries shall be permitted only in compliance with the requirements of this section, the requirements of Section 26-88-250, and all other applicable requirements of the underlying zoning district.
- (c) Permit Requirements. A use permit issued in compliance with Sections 26-92-070 and 26-92-080 shall be required for any cannabis dispensary. Cannabis dispensaries shall also be subject to permit requirements and regulations established by the Sonoma County Department of Health Services. Cannabis dispensaries must comply with all other applicable building codes and requirements, including accessibility requirements.
- (d) Limit on Number of Dispensaries. No more than nine (9) cannabis dispensaries shall be permitted within the unincorporated county at any one (1) time.
- (e) Compliance with Operating Plan and Conditions Required. A cannabis dispensary shall submit, as a part of the use permit application, an operating plan that specifies the manner in which operations will be handled and security provided, and which details the number of employees, number of customers, hours and days of operation allowed and approved. The operating plan shall provide that the dispensary shall require, at a minimum, a photo identification for any person entering the site, as well as a doctor's written recommendation in compliance with state law, if applicable. Any cannabis dispensary approved under this section shall be operated in conformance with the approved operating plan and shall meet any specific, additional operating procedures and measures as may be imposed as conditions of approval to ensure that the operation of the dispensary is consistent with protection of the health, safety and welfare of the community, qualified patients, and primary caregivers, and will not adversely affect surrounding uses.
- (f) Location Requirements. Property setbacks for cannabis dispensaries shall be measured in a straight line from the property line of the protected site to the closest property line of the parcel with the cannabis dispensary.
 - (1) A cannabis dispensary shall not be established on any parcel containing a dwelling unit used as a residence, nor within one hundred feet (100') of a residential zoning district.
 - (2) A cannabis dispensary shall not be established within one thousand feet (1,000') of any other cannabis dispensary or a public park, nor within five hundred feet (500') from a smoke shop or similar facility.
 - (3) A cannabis dispensary shall not be established within one thousand feet (1,000') from a school providing education to K-12 grades, childcare center, or drug or alcohol treatment facility.
 - (4) Notwithstanding, the subsections (f)(1) and (2) may be waived by the review authority when the applicant can show that an actual physical separation exists between land uses or parcels such that no off-site impacts could occur.
 - (5) A cannabis dispensary proposed within the sphere of influence of a city will be referred to the appropriate city for consultation.
- (g) Operating Standards. The following are the minimum development criteria and operational standards applicable to any cannabis dispensary use:

- (1) The building in which the dispensary is located shall comply with all applicable local, state and federal rules, regulations, and laws including, but not limited to, building codes and accessibility requirements;
- (2) The dispensary shall provide adequate security on the premises, including lighting and alarms, to insure the safety of persons and to protect the premises from theft. The applicant shall submit a security plan. The Security Plan shall remain confidential.
- (3) The site plan, circulation, parking, lighting, facility exterior, and any signage shall be subject to design review committee review and approval. The planning director may waive this requirement where the applicant can demonstrate that existing facilities, including parking, lighting and landscaping, already meet the requirements of this section;
- (4) No exterior signage or symbols shall be displayed which advertises the availability of cannabis, nor shall any such signage or symbols be displayed on the interior of the facility in such a way as to be visible from the exterior;
- (5) If the dispensary denies entry for monitoring and inspection to any employee of an agency having jurisdiction, the dispensary may be closed. Customer access to the premises shall be limited to individuals who are at least twenty one (21) years of age and individuals who are least eighteen (18) years of age with a valid doctor's recommendation. All individuals entering the site shall present a photo identification and shall establish proof of doctor's recommendation, if applicable, except as representing a regulatory agency. The operating plan submitted as a part of the use permit application shall specify how this provision will be complied with and enforced;
- (6) No dispensary shall hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages. No alcoholic beverages shall be allowed or consumed on the premises;
- (7) An exhaust and ventilation system shall be utilized to prevent off-site odors;
- (8) No dispensary shall conduct or engage in the commercial sale of any product, good or service unless otherwise approved by the use permit. A dispensary may sell live starter plants, clones and seeds from qualified nurseries, but shall not cultivate or clone cannabis. A dispensary may sell manufactured cannabis, including edible products, and vaporizing devices if allowed by a permit issued by the Department of Health Services. Not more than ten percent (10%) of the floor area, up to a maximum of fifty (50) square feet may be devoted to the sale of incidental goods for personal cultivation but shall not include clothing, posters,, or other promotional items;
- (9) No cannabis shall be consumed on the premises;
- (10) No dispensary may increase in size without amending the use permit. The size limitation shall be included in the operational plan required by Section 26-88-256(e), of this section;
- (11) Parking must meet the requirements of Section 26-86-010.
- (12) Operating days and hours shall be limited to Monday through Saturday from 7:00 a.m. to 7:00 p.m., including deliveries, or as otherwise allowed by the use permit. Operating hours may be further restricted through the use permit process where needed to provide land use compatibility.
- (13) Cannabis delivery services may only be allowed with a dispensary use permit.

Sec. 26-88-258. - Cannabis cultivation—Personal.

- (a) Purpose. This section establishes development criteria and operating standards for personal cannabis cultivation for medical or adult use.
- (b) Cultivation of cannabis for personal use shall be subject to the following standards and limitations as allowed in the base zone. These standards shall apply to all types of cannabis cultivation (indoor, outdoor, and mixed light) unless otherwise specified.
 - (1) Residency Requirement. Cultivation of cannabis for personal use is limited to parcels with a residence and a full-time resident on the premises where the cultivation is occurring.
 - (2) Maximum Personal Cultivation. Cultivation of cannabis for personal use is limited to no more than one hundred (100) square feet per residence, of which up to six (6) plants can be cultivated for adult use purposes.
 - (3) Outdoor Personal Cultivation. Cannabis plants shall not be located in front and side yard setback areas and shall not be visible from a public right of way. Outdoor cannabis cultivation is prohibited on parcels with multi-family units or in the medium and high density residential zones (R2 and R3).
 - (4) Indoor and Mixed-Light Personal Cultivation.
 - a. Indoor and mixed light personal cultivation must be contained within an enclosed accessory structure, greenhouse, or garage. Cultivation within a structure approved for residential use as set forth in Chapter 7 of the county code is prohibited, unless there is no other feasible alternative location.
 - b. Light systems shall be fully shielded, including adequate coverings on windows, so as to confine light and glare to the interior of the structure.
 - (5) Personal Cultivation Structures. All structures used for cultivation shall comply with the following:
 - a. All structures (including greenhouses) used for cultivation must be legally constructed with all applicable permits such as grading, building, electrical, mechanical and plumbing.
 - b. All structures associated with the cultivation shall not be located in the front yard setback area and shall adhere to the setbacks stated within the base zone. There shall be no exterior evidence of cannabis cultivation. Greenhouses shall be screened from the public right of way.
 - c. All structures used for cultivation shall have locking doors or gates to prevent free access. All cultivation structures shall be equipped with odor control filtration and ventilation systems adequate to prevent odor, humidity, or mold.
 - d. The use of generators is prohibited, except as emergency back-up systems.
 - (6) All cultivation shall comply with the Best Management Practices for Cannabis Cultivation issued by the Agricultural Commissioner for management of wastes, water, erosion and sediment control and management of fertilizers and pesticides.
 - a. Individuals are prohibited from cannabis manufacturing using volatile solvents, including but not limited to Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂, or other dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene, as determined by the Fire Marshall.



County of Sonoma
State of California

Date: October 16, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Making Findings in Support of Ordinance No. _____, Amending Chapter 26 Of The
Sonoma County Code To Allow Adult Use Cannabis In Sonoma County For The Full Cannabis
Supply Chain, Enhance Neighborhood Compatibility, Add New Definitions And Make Minor
Non-Substantive Amendments To Harmonize With California State Law And Regulations
Where Appropriate**

Whereas, the Medical Cannabis Regulation and Safety Act (“MCRSA”), signed into law in October 2015, constructed a comprehensive framework for the regulation of medical cannabis and replaced the collective/cooperative model with a dual commercial licensing scheme at the local and state levels; and

Whereas, on December 20, 2016, the Board of Supervisors adopted a series of ordinances to establish a comprehensive local program, to permit and regulate the complete supply chain of medical uses, including the Medical Cannabis Land Use Ordinance, which was codified in Chapter 26 of the Sonoma County Code, Sections 26-88-250 through 26-88-258; and

Whereas, the Senate Bill 94 (“SB 94”), signed into law on June 27, 2017, repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”) and incorporated certain provisions of MCRSA into the provisions of the Adult Use of Marijuana Act (“AUMA”) to create one regulatory framework termed the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”); and

Whereas, SB 94 amended Business and Professions Code section 26055 to add subsection (h), which provides that the CEQA process does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of applications for permits, licenses, or other authorizations to engage in commercial cannabis activity, and that in order to qualify for this exemption, the discretionary review of applications provided for by any such law, ordinance, rule, or regulation shall include a requirement for any applicable environmental review pursuant to the CEQA process to occur prior to taking action on such applications; and

Whereas, on April 10, 2018, the Board of Supervisors adopted a Resolution of Intention, directing staff to explore and propose amendments to the Medical Cannabis Ordinance to allow for Adult Use cannabis for the full supply chain, enhance neighborhood compatibility, and adopt new definitions and minor technical changes to harmonize with State law and regulations where appropriate; and

Whereas, the Planning Commission held public hearings on the proposed amendments on June 7, 2018, and June 28, 2018, and adopted Resolution Number 18-008 recommending that the Board of Supervisors adopt the proposed amendments to the Medical Cannabis Land Use Ordinance in Chapter 26 of the Sonoma County Zoning Code; and

Whereas, the Board of Supervisors held a public hearing on August 7, 2018 to consider the proposed Ordinance and Planning Commission recommendations thereon; and

Whereas, two items were raised during public comment and Board deliberations that were not previously considered by the Planning Commission and were referred back for report and recommendation pursuant to Government Code Section 65857; and

Whereas, the Planning commission held an additional public hearing on September 6, 2018, and adopted Resolution Number 18-017 recommending the following modifications: (1) eliminate the 24 hour notice requirement for inspections, (2) allow centralized processing on agriculturally zoned lands, and (3) maintain that zoning permits have a one year term and are exclusively for medical cannabis uses; and

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following findings and determinations in support of its adoption of the Ordinance:

- I. **California Environmental Quality Act Findings.** The Board finds and determines that this Ordinance [and any corresponding administrative regulations, if any] is exempt from the California Environmental Quality Act (CEQA) pursuant to Business and Professions Code Section 26055(h), because the Ordinance provides for a discretionary review and approval process, including CEQA review, of permits to engage in commercial cannabis activity. The Board further finds that adoption of the Ordinance is further exempt from CEQA review pursuant to Sections 15307 and 15308 of the State CEQA Guidelines 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. The basis for this determination is that the Ordinance

continues existing development standards, permit requirements, and other measures for commercial cannabis activity within the unincorporated area of the county including, but not limited to, riparian setbacks, biotic resource protection, waste discharge requirements, and significant constraints on water use in the County's most water scarce areas. The Ordinance also enhances protections by increasing the minimum parcel size and adding new setbacks from sensitive uses. Further, the Ordinance expands regulation of the County's cannabis industry to encompass adult-use for the full supply chain, encouraging illegal cannabis cultivators to come into compliance with the environmental protection standards provided for in the Ordinance. The Board further finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. The basis for this determination is that the Ordinance also makes minor technical, clarifying, or conforming changes to the existing standards, permit requirements, and other measures for commercial cannabis activity within the unincorporated area of the county. Ordinance changes are largely limited to the discretionary permitting process that ensures further site- and project-specific environmental review. The adoption of the Ordinance will not result in any direct or indirect physical change to the environment, and will instead ensure the maintenance and protection of natural resources and the environment, by maintaining existing environmental standards for commercial cannabis activity within the unincorporated area of the county.

II. **Consistency with General Plan 2020.** For the reasons discussed below, the Ordinance is compatible and consistent with the objectives, policies, general land uses, and programs specified in General Plan 2020 and with its implementing specific plans.

A. In and through its prior action adopting the Medical Cannabis Land Use Ordinance, the Board has already interpreted its own General Plan and determined that cannabis uses, as defined and limited by that ordinance, are consistent with the overall intent, goals, objectives, and policies of the General Plan. More specifically, the Board determined that cannabis cultivation, as limited, is compatible with agricultural production on land designated for agricultural use (e.g., Land Intensive Agriculture, Land Extensive Agriculture, Diverse Agriculture districts) and that cannabis cultivation is consistent with the overall intent, goals, objectives, and policies of the General Plan.

B. **Agricultural Resources Element.** The Ordinance is substantially consistent with the goals, objectives, and policies of the Agricultural Resources Element of the General Plan, as follows:

1. Goal AR-3 and related objectives and policies. Goal AR-3 provides that it is desirable that the County “[m]aintain the maximum amount of land in parcel sizes that a farmer would be willing to lease or buy for agricultural purposes.” The Ordinance will not impact existing parcel sizes in areas designated for agriculture and agricultural production (LIA, LEA, DA), and will not promote parcelization. The Ordinance specifies minimum parcel sizes by type of cultivation, and limits the footprint of cannabis activity on each parcel to ensure that most of each affected parcel remains in, or available for, agricultural production and that agricultural production remains the primary use of each parcel. Objective AR-3.1 provides that the County should “avoid the conversion of agricultural lands to residential or nonagricultural commercial uses.” As with the discussion above related to Goal AR-3, because the Ordinance requires minimum parcel sizes, including increasing the minimum parcel size for smaller cultivation sites, and ensures that cannabis uses are limited to a maximum ten percent of the parcel, the primary use of each parcel in agriculture designations will remain agricultural production or related uses as contemplated by the General Plan and zoning ordinance. Further, the Ordinance increases the minimum parcel size for smaller cultivation sites.

2. Goal AR-4 and related objectives and policies. Goal AR-4 provides that it is desirable to “[a]llow farmers to manage their operations in an efficient, economic manner with minimal conflict with nonagricultural uses.” To achieve this goal, Policy AR-4a provides, in pertinent part, that “[t]he 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....” As discussed above, because the footprint of a cannabis use on any parcel with an agriculture land use designation would be a small fraction of the entire parcel size, the Ordinance ensures that the primary use of each parcel remains agricultural production and related uses.

3. Policy AR-5b provides that the County should “[c]onsider allowing the processing of non viticultural agricultural products where the processing is demonstrated to support projected or new agricultural production, provided that the processing use is proportional to the new production on site or in the local area.” The Ordinance would permit cannabis centralized processing facilities with a use permit. The discretionary process and CEQA review that will be conducted prior to any determination whether to grant a use permit would consider whether the proposed processing use would be proportional to cannabis production on site or in the local area. The use permit process would also consider other potential impacts, including impacts on existing agricultural production.

C. Land Use Element. The Ordinance is substantially consistent with the goals, objectives, and policies of the Land Use Element of the General Plan, as follows:

1. Goal LU-1 and related objectives and policies. Goal LU-1 provides that “[t]he County shall continue to use the following selected Specific Plans and Area Plans to implement this plan.” These plans include the Bennett Valley Area Plan, Penngrove Area Plan, and the Franz Valley Area Plan, discussed below.

a. The Bennett Valley Area Plan goals are to retain the rural character of the area and reflect the environmental and economic constraints, suitabilities, and sensitivities of the area. The Ordinance requires that all commercial cannabis activity is subject to restrictive design standards for the siting of new structures, visibility, lighting, and fencing similarly to any other proposed development, and in some cases the proposed ordinance is more restrictive for commercial cannabis activity such as in water scarce areas, taking into account the constraints of the area in which development may be permitted. Furthermore, the Ordinance requires minimum parcel sizes, including increasing the minimum parcel size for smaller cultivation sites, and ensures that cannabis uses are limited to a maximum ten percent of the parcel, consistent with the rural character of Bennett Valley.

b. The Penngrove Area Plan reflects the goal of accommodating a variety of rural living environments while protecting agriculture and recognizing septic and water constraints. More specifically, this area plan aims to protect and enhance the profitability of existing agriculture and protect agricultural soils for future generations. The Board has already found that the Medical Cannabis Land Use Ordinance “consistent with the overall goals, objectives, policies and programs of the General Plan to promote a healthy and competitive agricultur[e], stabilize farm incomes and provide opportunities for diversification of agricultural products; [and] protect Important Farmlands . . .” (Ord. No. 6189(U).) The Ordinance continues existing development standards, permit requirements, and other measures for commercial cannabis activity, and provides consistent, and in some cases, more restrictive protections of riparian corridors, farmland, and water resources. The Ordinance requires that excess irrigation water or effluent from cultivation activities discharging to a septic system and submit an evaluation by a qualified sanitary engineer demonstrating the system’s capacity to handle the waste. Additionally, sites within marginal groundwater areas must demonstrate that the proposed use would not result in a net increase in water use through implementation of water

conservation measures such as rainwater catchment or recycled water systems, or that the onsite groundwater supply is adequate to serve on site water needs and will not result in or exacerbate an overdraft condition in basin or aquifer, reduce critical flow in nearby streams, or cause interference at offsite wells. These stringent standards ensure that development in the area is consistent with the Plan.

c. The Franz Valley Area Plan reinforces the County's policy of protecting agriculture. As discussed above with respect to consistency with Goals AR-3 and AR-4, the Ordinance will not impact existing parcel sizes in areas designated for agriculture and agricultural production (LIA, LEA, DA), and will not promote parcelization. Also discussed above, the footprint of a cannabis use on any parcel with an agriculture land use designation would be a small fraction of the entire parcel size, so that the ordinance ensures that the primary use of each parcel remains agricultural production and related uses, consistent with the Plan's goal to keep options open for resource development and conservation by not permitting uses which would preclude the best use of the land. These standards promote diversification of agricultural products and ensure the area remains in agricultural production, consistent with this Plan.

2. Goal LU-8 and related objectives and policies. Goal LU-8 provides that the County should "[p]rotect Sonoma County's water resources on a sustainable yield basis that avoids long term declines in available surface and groundwater resources or water quality." The Ordinance requires an on-site water supply source to meet all on site uses on a sustainable basis. Further, the Ordinance requires that sites within Groundwater Availability Zones 3 and 4 demonstrate that the proposed use would not result in a net increase in water use through implementation of water conservation measures such as rainwater catchment or recycled water systems, or that the onsite groundwater supply is adequate to serve on site water needs and will not result in or exacerbate an overdraft condition in basin or aquifer, reduce critical flow in nearby streams, or cause interference at offsite wells. These, and other, stringent standards in the Ordinance protect water resources and avoid long term declines in water availability or quality.

3. Goal LU-9 and related objectives and policies. Goal LU-9 states that the County should "[p]rotect lands currently in agricultural production and lands with soils and other characteristics that make them potentially suitable for agricultural use. Retain large parcel sizes and avoid incompatible non agricultural uses."

a. Objective LU-9.1 provides that the County should “[a]void conversion of lands currently used for agricultural production to nonagricultural use.” As discussed above with respect to consistency with Goals AR-3 and AR-4, the ordinance will not cause conversion of lands currently used for agricultural production to non-agricultural use. Additionally, indoor and mixed light cultivation sites shall not remove agricultural production or must offset such agricultural production at a 1:1 ratio, further ensuring farmlands are not converted to nonagricultural uses. Cannabis is an agricultural product that the Board has previously determined to be compatible with other agricultural production activity. Moreover, the parcel and use size limitations built in to the ordinance will ensure retention of larger parcel sizes and also ensure that traditional agricultural production remains the primary use of each affected parcel.

b. Objective LU-9.4 provides that the County should “[d]iscourage uses in agricultural areas that are not compatible with long term agricultural production.” In addition to the facts discussed above, the Ordinance may help to stabilize and maintain traditional but economically marginal agricultural production over the long term, by allowing for cannabis cultivation on a small portion of certain agricultural parcels but ensuring that the remainder of each such parcel remains in agricultural production.

4. Goal LU-10 and related objectives and policies. Goal LU-10 provides that “[t]he uses and intensities of any land development shall be consistent with preservation of important biotic resource areas and scenic features.” The Ordinance requires that all proposed cultivation operations, including all associated structures, demonstrate that the project is not located within, and will not impact sensitive or special status species habitat. The Ordinance requires sites within these areas obtain all appropriate permits from the applicable state and federal agencies with jurisdiction over the listed species, or a biotic assessment concluding that the proposed development will not result in a take of a protected wildlife species within the meaning of the state or federal endangered species acts. Furthermore, the Ordinance provides siting, fencing, lighting and other standards that ensure the consistency with the rural character of the County’s scenic vistas. Small scale cultivation operations in agricultural and industrial zones are subject to these stringent standards. To avoid potential visual impacts, the Ordinance requires that new structures be subject to design standards and includes required setbacks from sensitive uses. In addition to these standards, all cannabis support uses and larger operations are subject to a use permit and further CEQA analysis to ensure individual projects are consistent with the goals of preserving important biotic resource areas and scenic features.

D. Water Resources Element. The Ordinance is substantially consistent with the goals, objectives, and policies of the Water Resources Element of the General Plan, as follows:

1. Goal WR-1 and related objectives and policies. Goal WR-1 provides that the County should “[p]rotect, restore and enhance the quality of surface and groundwater resources to meet the needs of all reasonable beneficial uses.” The Ordinance prohibits runoff containing sediment or other wastes or byproducts from entering the storm drain system, waterways, or adjacent lands. Additionally, the Ordinance requires cultivation operations to comply with applicable State Water Resource Control Board discharge requirements and the Agricultural Commissioner’s best management practices for management of wastes, water, erosion control, and management of fertilizers and pesticides. The Ordinance’s stringent water supply and water quality standards ensure the protection of surface and groundwater resources, further contributing to the restoration and enhancement of the resource to meet the needs of all reasonable beneficial uses.

2. Goal WR-2 and related objectives and policies. Goal WR-2 provides that the County should “[m]anage groundwater as a valuable and limited shared resource.” The Ordinance specifies that cannabis cultivation requires an onsite water supply adequate to meet all on site uses on a sustainable basis and requires that operations within the most critical water areas demonstrate "no net increase" by using all available water conservation techniques. Sites within Groundwater Availability Zones 3 and 4 must demonstrate that the proposed use would not result in a net increase in water use through implementation of water conservation measures such as rainwater catchment or recycled water systems, or that the onsite groundwater supply is adequate to serve on site water needs and will not result in or exacerbate an overdraft condition in basin or aquifer, reduce critical flow in nearby streams, or cause interference at offsite wells. With the inclusion of these stringent standards, the Ordinance requires the use of all water conservation techniques to ensure groundwater is managed as a valuable and shared resource within the County.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings for Ordinance No. _____ ORD18-0003 upon which the findings and determinations herein are 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.

ORD18-0003, Resolution #

Date: October 16, 2018

Page 9

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**DRAFT ORD18-0003
SUMMARY OF ALLOWED LAND USES AND PERMIT REQUIREMENTS FOR CANNABIS USES**

LAND USE	MAXIMUM CULTIVATION AREA PER PARCEL (square feet or plant)	MINIMUM PARCEL SIZE	STATE LICENSE TYPE	ZONING DISTRICT																										
				Agricultural			Resources		Rural Residential		Urban Residential			Commercial					Special		Industrial				Public					
				Land Intensive Agriculture	Land Extensive Agriculture	Diverse Agriculture	Resources and Rural Development	Timber Preserve	Agriculture and Residential	Rural Residential	Low Density Residential	Medium Density Residential	High Density Residential	Planned Community	Commercial Office	Neighborhood Commercial	Retail Business and Services	General Commercial	Limited Commercial	Commercial Rural	Agricultural Services	Recreation and Visitor Serving	Industrial Park	Limited Urban Industrial	Heavy Industrial	Limited Rural Industrial	Public Facilities			
LIA ¹	LEA ¹	DA ¹	RRD ¹	TP	AR ¹	RR	R1	R2	R3	PC	CO	C1	C2	C3	LC	CR	AS	K	MP	M1	M2	M3	PF							
CANNABIS USES																														
Outdoor Cultivation																														
Outlined area notes which permits are issued by the Dept of Agriculture, Weights & Measures																														
Cottage	25 plants	10 ac	1C	ZP	ZP	ZP	MUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Specialty Outdoor	5,000 sq. ft. or 50 plants	10 ac	1	CUP	ZP	ZP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Small Outdoor	5,001 - 10,000	10 ac	2	CUP	ZP	ZP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Medium Outdoor	10,001 - 43,560	10 ac	3	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Nursery Outdoor	Limited as Expressed Above		4	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—			
Indoor Cultivation																														
Cottage	500	10 ac, none if industrial	1C	ZP ²	ZP ²	ZP ²	MUP ²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	ZP	ZP	ZP	ZP	—	
Specialty Indoor	501 - 5,000	10 ac, none if industrial	1A	CUP ²	CUP ²	CUP ²	CUP ²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—	
Small Indoor	5,001 - 10,000	10 ac, none if industrial	2A	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—	
Medium Indoor	10,001 - 22,000	10 ac, none if industrial	3A	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—	
Nursery Indoor	Limited as Expressed Above		4	CUP ²	CUP ²	CUP ²	CUP ²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—	
Mixed Light Cultivation																														
Cottage	2,500	10 ac/2 ac if Industrial	1C	ZP ²	ZP ²	ZP ²	MUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	—	
Specialty Mixed Light	2,501 - 5,000	10 ac/3 ac if industrial	1B	CUP ²	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	—	
Small Mixed Light	5,001 - 10,000	10 ac/5 ac if industrial	2B	CUP ²	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	—	
Medium Mixed Light	10,001 - 22,000	10 ac	3B	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	—	
Nursery Mixed Light	Limited as Expressed Above		4	CUP ²	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	—	
Testing/Laboratories																														
			8	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	—	—	—	
Manufacturing																														
Level 1 - nonvolatile solvents			6	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—
Dispensaries																														
Storefront and Delivery			10	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	
Processing Only		10 ac, none if industrial		CUP ²	CUP ²	CUP ²	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—
Microbusiness ³				—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—
Distributor-Transport			11	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—
Distributor-Transport Only ⁴		10 ac	13	MUP	MUP	MUP	MUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	MUP	MUP	MUP	MUP	—

TYPE OF PERMIT REQUIRED	
ZP	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only
MUP	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions
CUP	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions
—	Use not allowed

- Notes:**
- Commercial Cannabis Uses on properties with a Land Conservation (Williamson Act) Act Contract are subject to Uniform Rules for Agricultural Preserves.
 - Within existing previously developed areas, including hardscape, or legally established structures built (finalized) prior to January 1, 2016. No net increase in impervious surface.
 - Does not alter the allowed uses already in existence under the Cannabis Land Use Ordinance and only formalizes the potential to request this combined state license type.
 - Distributor-Transport Only restricts the licensee to only transporting cannabis goods that the licensee has cultivated or manufactured.



MEMO

DATE: September 6, 2018
TO: Sonoma County Planning Commission
FROM: Amy Lyle, Supervising Planner
SUBJECT: Cannabis Ordinance Amendments, ORD18-0003

On June 28th the Planning Commission provided a recommendation to the Board of Supervisors on the Cannabis Ordinance Amendments.

On August 7th the Board of Supervisors held a public hearing on the proposed cannabis amendments. In addition to reviewing the complete package of proposed amendments and the Planning Commission recommendations, the Board took straw votes on various policy options.

On August 20th the Board of Supervisors Ad Hoc Committee met and provided direction on one additional amendment that was not previously considered by the Commission as discussed below.

The Aug 7th Board of Supervisor's straw votes included:

1. **Cannabis Permit Requirements-** The Board of Supervisors voted to require a minimum lot size of 10 acres for all commercial cannabis cultivation operations in agricultural and resource zones (LIA, LEA, DA, and RRD). This motion included a pipeline provision that would allow applications for commercial cannabis cultivation operations that were deemed complete prior to the effective date of this ordinance to continue to be processed under the development criteria and minimum lot size in effect at the time their applications were deemed complete.

All approved cannabis permits (both zoning permits and use permits) prior to the effective date of the ordinance, or through this pipeline provision, may be renewed with a use permit. Note that this means zoning permits that do not meet the minimum parcel size under the new ordinance would need to apply a use permit to be renewed which would require public notification, environmental review, and allow the county to require conditions to address any issues.

2. **Exclusion Combining District-**The Board voted to reject the creation of Cannabis Exclusion Combining Districts.
3. **Inclusion Combining District-**The Board voted to reject the creation of Cannabis Exclusion Combining Districts.



4. **Setbacks from Public Parks**-The Board voted to allow a reduction to the setback from public parks with a use permit when it is determined that an actual physical equivalent separation exists due to topography, vegetation or slope; that no offsite impacts will occur; and that the cannabis operation is not accessible or visible from the park.
5. **Propagation Area Allowance**-The Board voted to allow up to a 25% propagation area, to support onsite cultivation, with a use permit. No additional propagation are would be permitted with a zoning permit.
6. **Term of Cannabis Land Use Permit**- The Board voted to extend the term of new cannabis permits from 1 year to 2 years for Zoning Permits, and 5 years for Use Permits.

After further review staff is recommending modifications related to ministerial permits (zoning permits). These recommended modifications include:

1. Retain the one year permit term for all ministerial permits
2. Retain the current requirement for Medical Cannabis cultivation for all ministerial permits

Amendments Requiring Additional Consideration by the Planning Commission

Staff has identified two items that need to be considered by the Planning Commission prior to the Board's final vote. First, on August 7th, after the straw votes were taken the Board provided additional direction to add a pilot program to allow centralized processing facilities on agricultural land in Sonoma Valley. This issue was not fully considered by the Planning Commission during their deliberations in June, 2018.

On August 20th the Ad Hoc Committee met and requested an amendment to eliminate the 24 hour notification requirement for inspections and monitoring of permitted operations. This issue was also not previously considered by the Planning Commission.

Government Code Section 65857 states the Board can approve, disapprove, or modify the Planning Commission's Recommended Ordinance but any modification that was not previously considered by the Commission must be referred back for report and recommendation.

Centralized Processing on Agricultural Land

On August 7th the Board asked staff to add an allowance for centralized processing facilities on agricultural land in Sonoma Valley. Centralized processing means "activities associated with drying, curing, grading, trimming, rolling, storing, packaging, and labeling of nonmanufactured cannabis" from off-site sources. The draft ordinance already includes the allowance for centralized processing-only facilities within industrial zones.

Staff recommends that this use be allowed with a conditional use permit within Sonoma Valley because there are other nearby cultivation applications that, if approved, could utilize this nearby land use. The use permit process would allow a case by case review of centralized processing projects including consistency with the General Plan and environmental impacts. This use might reduce impacts associated



Sonoma County Permit and Resource Management Department
 2550 Ventura Avenue Santa Rosa CA 95403-2859 (707) 565-1900
www.PermitSonoma.org



with transportation, air quality, and farmland protections because it reduces the need for onsite processing facilities at individual cultivation sites.

This change would be accomplished with the following footnote added to the Cannabis Land Use Table:

Cannabis centralized processing facilities that serve cultivators on adjacent properties or in the immediate area may be permitted within Planning Area 9 (Sonoma Valley) but not within any adopted Area Plan.

Site Visit 24 hour Notification Requirement

The Cannabis Ad Hoc Committee met on August 20th, 2018 and recommended an additional amendment to the ordinance that was not previously considered. The amendment would eliminate the 24 hour notification requirement for inspections and monitoring of permitted operations. This would provide flexibility for staff to inspect without advance notice, although for safety it is current practice for staff to call in advance so the visit is expected. It should be noted this change only impacts inspections to permitted sites. Code enforcement staff does not have to adhere to any advance notice requirements for inspections.

The following amendments are recommended by the Cannabis Ad Hoc Committee:

Section 26-88-250 Commercial Cannabis Uses

(k) Inspections. Premises shall be subject to inspections by appropriate local and state agencies, including but not limited to the Agriculture/Weights & Measures and Permit and Resource Management. Premises shall be inspected at random times for conformance with the county code and permit requirements. The inspection shall be conducted during regular business hours, ~~with at least 24 hours' notice.~~ If interference in the performance of the duty of the agency having jurisdiction occurs, the agency may temporarily suspend the permit and order the permit holder to immediately cease operations.

Section 26-88-254 Operating Standards

(g)(1) Compliance Inspections. All cultivation sites shall be subject to on-site compliance inspections by agencies having jurisdiction. The inspection shall be conducted during regular business hours, ~~with at least 24 hours' notice.~~

RECOMMENDATION: Staff recommends the Planning Commission

1. Hear the Staff Presentation and take any public comments (though a hearing is not required, public comment on any item on the agenda is required); and
2. Adopt Resolution recommending these additional Zoning Code Amendments.

Attachment A: Revised Planning Commission Resolution



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Resolution Number 18-017

County of Sonoma
Santa Rosa, California

September 6, 2018
ORD18-0003 Amy Lyle

RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF SONOMA, STATE OF CALIFORNIA,
RECOMMENDING TO THE BOARD OF SUPERVISORS THE
PROPOSED AMENDMENTS TO CHAPTER 26 OF THE ZONING
CODE TO ALLOW ADULT USE FOR THE FULL CANNABIS
SUPPLY CHAIN, ENHANCE NEIGHBORHOOD
COMPATIBILITY, CREATE CANNABIS INCLUSION AND
EXCLUSION COMBINING DISTRICTS, THE ADDITION OF NEW
DEFINITIONS AND AMENDMENTS TO HARMONIZE WITH
CALIFORNIA STATE LAW AND REGULATIONS WHERE
APPROPRIATE, AND OTHER AMENDMENTS AS NECESSARY
FOR CLARIFICATION

WHEREAS, the Medical Cannabis Regulation and Safety Act (“MCRSA”), signed into law in October 2015, constructed a comprehensive framework for the regulation of medical cannabis and replaced the collective/cooperative model with a dual commercial licensing scheme at the local and state levels; and

WHEREAS, on December 20, 2016, the Board of Supervisors adopted a series of ordinances to establish a comprehensive local program, to permit and regulate the complete supply chain of medical uses; and

WHEREAS, the Senate Bill 94, known as the “2017-2018 Budget Trailer Bill”, signed into law on June 27, 2017, repealed the Medical Cannabis Regulation and Safety Act (“MCRSA”) and the Adult Use of Marijuana Act (“AUMA”) with one regulatory framework termed the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”); and

WHEREAS, SB 94 amended Business and Professions Code section 26055 to add subsection (h), which provides that the CEQA process does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of applications for permits, licenses, or other authorizations to engage in commercial cannabis activity, and that in order to qualify for this exemption, the discretionary review of applications provided for by any such law, ordinance, rule, or regulation shall include a requirement for any applicable environmental review pursuant to the CEQA process to occur prior to taking action on such applications; and

WHEREAS, on July 5, 2017 the County of Sonoma began accepting permit applications for cannabis-related businesses in accordance with the newly adopted Medical Cannabis Land Use Ordinance; and

WHEREAS, on November 16, 2017 the three State of California cannabis licensing authorities, California Bureau of Cannabis Control, CalCannabis Cultivation Licensing, and the

Manufactured Cannabis Safety Branch, issued their comprehensive emergency regulations creating the current cannabis regulatory structure; and

WHEREAS, on April 10, 2018 the Board of Supervisors adopted a Resolution of Intention, directing staff to explore and propose amendments to the Cannabis Ordinance to allow for Adult Use cannabis for the full supply chain, enhance neighborhood compatibility, and adopt new definitions and minor technical changes to harmonize with State law and regulations where appropriate; and

WHEREAS, it is the determination of staff that the proposed amendments are consistent with the previously circulated and approved Negative Declaration, adopted December 20, 2016; 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 Section 15321 as an action by an agency for enforcement of a law, general, rule, standard or objective administered or adopted by the agency; and the Business and Professionals 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. The Planning Commission finds on the basis of the whole record before it that this exemption reflects the independent judgment and analysis of the Commission and that there is no substantial evidence that the project will have a significant effect on the environment.

WHEREAS, in accordance with the provisions of law, the Planning Commission held public hearings on June 7 and June 28, 2018, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission adopted Resolution Number 18-008 recommending that the Board of Supervisors adopt the revised Medical Cannabis Land Use Ordinance amending Chapter 26 of the Sonoma County Zoning Code; and

WHEREAS, the Board of Supervisors held a public hearing on August 7, 2018 to consider the Planning Commission recommendation; and

WHEREAS, two items were raised during public comment and Board deliberations that were not previously considered by the Planning Commission and have been referred back for report and recommendation pursuant to Government Code Section 65857; and

WHEREAS, in accordance with Government Code Section 65857 the Planning Commission met on September 6, 2018 to consider the following modifications: (1) eliminate the 24 hour notice requirement for inspections, (2) allow centralized processing on agriculturally zoned lands, and (3) maintain that zoning permits have a one year term and exclusively for medical cannabis; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the attached revised Medical Cannabis Land Use Ordinance amending Chapter 26 of the Sonoma County Zoning Code.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the provisions of law, the Planning Commission held public hearings on June 7 and June 28, 2018, at which time all interested persons were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission makes the following findings:

1. The proposed amendments, as modified by the following: (1) eliminate the 24 hour notice requirement for inspections, (2) allow centralized processing on agriculturally zoned lands, and (3) maintain that zoning permits have a one year term and exclusively for medical cannabis, are necessary and desirable to protect the public health, safety and environmental resources, provide a consistent regulatory pathway for the cannabis industry consistent with state regulations, foster a healthy, diverse and economically viable cannabis industry that contributes to the local economy, and ensure that environmental, public health, safety and nuisance factors related to the cannabis industry are adequately addressed.
2. This ordinance amendment is intended to be Part 1 to a two part policy effort to alleviate neighborhood compatibility issues and harmonize with state regulations which were adopted after the County's adoption of the Cannabis Land Use Ordinance on December 20, 2016 (Ordinance #6189).
3. This ordinance is consistent with the overall goals, objectives, policies and programs of the General Plan to promote a healthy and competitive agricultural, stabilize farm incomes and provide opportunities for diversification of agricultural products; protect Important Farmlands; preserve biotic resources; promote energy conservation and use of renewable energy; minimize discharge of sediment, waste and other pollutants into the drainage systems; protect groundwater resources; encourage graywater systems and use of recycled water. See Exhibit A for General Plan 2020 Consistency Findings that are incorporated herein.
4. It is the determination of the Commission that the proposed amendments, as modified herein, are categorically exempt from the California Environmental Quality Act (CEQA) 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 Section 15321 as an action by an agency for enforcement of a law, general, rule, standard or objective administered or adopted by the agency; and 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. The Planning Commission finds on the basis of the whole record before it that this exemption reflects the independent judgment and analysis of the Commission and that there is no substantial evidence that the project will have a significant effect on the environment.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the following modifications to the recommended ordinance: (1) eliminate the 24 hour notice requirement for inspections, (2) allow centralized processing countywide with a

cap of 9 on agriculturally zoned lands for production in the local area subject to minimum parcel sizes and property setbacks applicable to indoor cultivation, and (3) maintain that zoning permits have a one year term and exclusively for medical cannabis; and

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors find the project to be exempt from CEQA and approve the proposed changes 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 Permit Sonoma, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Shahhosseini who moved its adoption, seconded by Commissioner Tamura and adopted on roll call by the following vote:

Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Absent
Commissioner: Carr	Aye

Ayes: 4 Noes: 0 Absent: 1 Abstain: 0

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.

EXHIBIT A
GENERAL PLAN 2020 CONSISTENCY

Through its prior action adopting the Medical Cannabis Land Use Ordinance, the Board of Supervisors has already interpreted its own General Plan and determined that cannabis uses, as defined and limited by the ordinance, are consistent with the overall intent, goals, objectives, and policies of the General Plan. More specifically, the Board determined that cannabis cultivation is compatible with agricultural production on land designated for agricultural use (e.g., Land Intensive Agriculture, Land Extensive Agriculture, Diverse Agriculture districts) and consistent with the overall intent, goals, objectives, and policies of the General Plan.

For the reasons discussed below, the proposed ordinance is compatible and consistent with the objectives, policies, general land uses, and programs specified in General Plan 2020 and with its implementing specific plans.

I. Agricultural Resources Element

The proposed ordinance is substantially consistent with the goals, objectives, and policies of the Agricultural Resources Element of the General Plan, as follows:

A. Goal AR-3 and related objectives and policies. Goal AR-3 provides, “Maintain the maximum amount of land in parcel sizes that a farmer would be willing to lease or buy for agricultural purposes.”

The proposed ordinance will not impact existing parcel sizes in areas designated for agriculture and agricultural production (LIA, LEA, DA), and will not promote parcelization. The ordinance specifies minimum parcel sizes by type of cultivation, and limits the footprint of cannabis activity on each parcel to ensure that most of each affected parcel remains in, or available for, agricultural production and that agricultural production remains the primary use of each parcel.

B. Goal AR-4 and related objectives and policies. Goal AR-4 states: “Allow farmers to manage their operations in an efficient, economic manner with minimal conflict with nonagricultural uses.”

1. Objective AR-3.1 provides that the County should “avoid the conversion of agricultural lands to residential or nonagricultural commercial uses.” As with the discussion above related to Goal AR-3, because the ordinance requires minimum parcel sizes, including increasing the minimum parcel size for smaller cultivation sites, and ensures that cannabis uses are limited to a maximum ten percent of the parcel, the primary use of each parcel in agriculture designations will remain agricultural production or related uses as contemplated by the General Plan and zoning ordinance. Further, the ordinance increases the minimum parcel size for smaller cultivation sites.

2. Policy AR-4a provides, in pertinent part, that “[t]he 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....” As discussed above, because the footprint of a cannabis use on any parcel with an agriculture land use designation would be a small fraction of the entire parcel size, the ordinance ensures that the primary use of each parcel remains agricultural production and related uses.

3. Policy AR-5b provides that the County should “[c]onsider allowing the processing of non viticultural agricultural products where the processing is demonstrated to support projected or new agricultural production, provided that the processing use is proportional to the new production on site or in the local area.” The proposed ordinance would permit cannabis centralized processing facilities in Sonoma Valley and outside of special area plans, with a use permit. The discretionary process and CEQA review that will be conducted prior to any determination whether to grant a use permit would consider whether the proposed processing use would be proportional to cannabis production on site or in the local area. The use permit process would also consider other potential impacts, including impacts on existing agricultural production.

II. Land Use Element

A. Goal LU-9 and related objectives and policies. Goal LU-9 states that the County should “[p]rotect lands currently in agricultural production and lands with soils and other characteristics that make them potentially suitable for agricultural use. Retain large parcel sizes and avoid incompatible non agricultural uses.”

1. Objective LU-9.1 provides that the County should “[a]void conversion of lands currently used for agricultural production to non agricultural use.” As discussed above with respect to consistency with Goals AR-3 and AR-4, the ordinance will not cause conversion of lands currently used for agricultural production to non-agricultural use. Additionally, indoor and mixed light cultivation sites shall not remove agricultural production or must offset such agricultural production at a 1:1 ratio, further ensuring farmlands are not converted to non agricultural uses. Cannabis is an agricultural product that the Board has previously determined to be compatible with other agricultural production activity. Moreover, the parcel and use size limitations built in to the ordinance will ensure retention of larger parcel sizes and also ensure that traditional agricultural production remains the primary use of each affected parcel.

2. Objective LU-9.4 provides that the County should “[d]iscourage uses in agricultural areas that are not compatible with long term agricultural production.” In addition to the facts discussed above, the ordinance may help to stabilize and maintain traditional but economically marginal agricultural production over the long term, by allowing for cannabis cultivation on a small portion of certain agricultural parcels but ensuring that the remainder of each such parcel remains in agricultural production.

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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-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. A

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 to 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



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: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Fee Waiver

Recommended Actions:

Approve a fee waiver for room rental of the Guerneville Veterans Hall for free weekly meals provided by Redwood Empire Food Bank from October 18, 2018 to June 19, 2019 in the amount of \$3280. (District Five)

Executive Summary:

The Redwood Empire Food Bank uses Veterans Buildings for the operation of food distribution programs for low-income families, children and seniors.

Discussion:

Prior Board Actions:

Approved on 03-13-2018 1-08-2013, 3-01-2012 for Sebastopol

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	\$3280		
Additional Appropriation Requested			
Total Expenditures	\$3280		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	\$3280		
Total Sources	\$3280		
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:			
Fee Waiver Application			
Related Items “On File” with the Clerk of the Board:			
None.			

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Allison D Goodwin
First Middle Last

Mailing Address: 3990 Brickway Blvd Santa Rosa CA 95403
Number, Street, Apt/Suite City State Zip

Phone: (707) 523 - 7900 x 127 Email: agoodwin@refb.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Redwood Empire Food Bank

Mailing Address: 3990 Brickway Blvd Santa Rosa CA 95403
Number, Street, Apt/Suite City State Zip

Phone: (707) 523 - 7900 Email: agoodwin@refb.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

- City
 Special District
 Other Local Government
 School
 Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
	Guerneville Veterans Hall - Weekly Oct 18-Jun 19	\$3,280.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
9 / 11 / 2018	Board of Supervisors	Santa Rosa, Petaluma, Guerneville Vets Halls mthly	\$10,275.00
3 / 13 / 2018		8/22/17 & 3/13/18	\$14,140.00
/ /		2012-2013	\$8,432.00
/ /		2011-2012	\$8,490.00

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Alan Ford
Authorized Signature

Director of Programs
Title

9 / 19 / 2018
Date



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Board Sponsorship of the 18th Annual Tribute to Veterans

Recommended Actions:

Approve a Board Sponsorship of \$500 for the 18th Annual Tribute to Veterans at the Sonoma County Veterans Memorial Building on November 8, 2018.

Executive Summary:

The Annual Tribute to Veterans is a luncheon program celebrating and honoring veterans of the United States armed forces. The program features in alternating years either a keynote speaker or a panel discussion. Music is provided by a local high school concert orchestra, this year from Elsie Allen High School. The tribute is the collaborative effort of the nine Santa Rosa based Rotary and Kiwanis Clubs making the event a true community thank you to our veterans. 2018 marks our 18th year. Approximately 700 veterans and their supporters will attend.

Discussion:

Prior Board Actions:

Board Sponsorship October 5, 2015 for the amount of \$500. Board Sponsorship October 11, 2016 for the amount of \$500. Board Sponsorship October 18, 2017 for the amount of \$500.

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

The County's contribution supports the 18th Annual Tribute to Veterans which is a collaborative effort of the nine Santa Rosa based Rotary and Kiwanis Clubs making the event a true community thank you to Sonoma County veterans.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	500		
Total Expenditures	500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	500		
Total Sources	500		
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:			
Sponsorship Form			

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: Daniel A Drummond
First Middle Last

Mailing Address: 576 B Street, Suite 2F Santa Rosa CA 95401
Number, Street, Apt/Suite City State Zip

Phone: (707) 542 - 3418 Email: dan@drummondlaw.com
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Santa Rosa East Rotary Club

Mailing Address: P.O. Box 2785 Santa Rosa CA 95405
Number, Street, Apt/Suite City State Zip

Phone: (707) 542 - 3418 Email: dan@drummondlaw.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	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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.

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
	event sponsorship	\$500.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

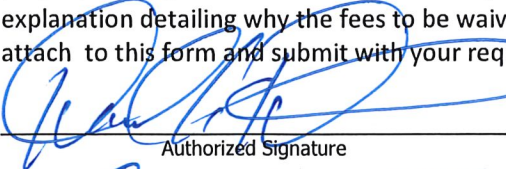
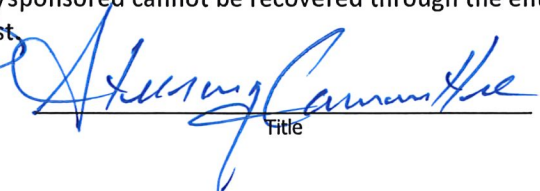
- Property Tax
 Sales Tax
 Special Assessment

 User Fees

Other (please specify): n/a

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.


 Authorized Signature
 
 Title

9 / 10 / 2014
 Date

Addendum to Fee Waiver/Board Sponsorship Request Form

Event: 18th Annual Tribute to Veterans

Requesting Organization: Santa Rosa East Rotary

Item 5. Event Description.

The Annual Tribute to Veterans is a luncheon program celebrating and honoring veterans of the United States armed forces. The program features in alternating years either a keynote speaker or a panel discussion. Music is provided by a local high school concert orchestra, this year from Elsie Allen High School. The tribute is the collaborative effort of the nine Santa Rosa based Rotary and Kiwanis Clubs making the event a true community thank you to our veterans. 2018 marks our 18th year. Approximately 700 veterans and their supporters will attend.

Item 11. Entry Fees.

Ticket prices are \$15. Members of the organizing Rotary and Kiwanis Clubs are encouraged to purchase the tickets, which are then distributed free of charge to veterans and veterans groups. We ask every Rotarian and Kiwanian to purchase at least two tickets, one for the member's use and one for a veteran guest of the member. Many members of course purchase more than the minimum and bring several and often dozens of veterans as their guests. Most of the available tickets are purchased by Rotarians, Kiwanians and our sponsors. The event is open to the public, but because we typically exhaust the seating capacity of the veterans building, we don't promote the event beyond the clubs involved.

Ticket prices have remained unchanged for our entire 18 year history. As the cost of renting the veterans hall along with the costs of insurance, food, decorations, printing, etc. have continued to rise, we increasingly rely on the generosity of our sponsors to help keep individual ticket prices down.

County of Sonoma ONLINE EFS Vendor Record Coding Form

**** EFS VENDOR ID NO.** _____

**** NOTE: Current EFS Vendor ID No. Required for Changes**

***** NOTE: The vendor name must agree with the legal name used by the IRS. For Sole Proprietorships (a common form of small business) the legal name is the name of the owner. Vendors will be sorted by their business name so you will be able to find them even if their legal name is different.**

LEGAL NAME
Same as line 1 on Form W-9 Santa Rosa East Rotary Club

BUSINESS NAME - (DBA)
Same as line 2 on Form W-9 _____

REMIT ADDRESS P.O. Box 2785

CITY, STATE AND ZIP CODE Santa Rosa, CA 95405

VENDOR CONTACT PHONE c/o Dan Drummond (707) 542-3418

BUSINESS EMAIL ADDRESS dan@drummondlaw.com

Social Security Number _____
AND/OR
Employer Tax Identification Number 68-0374168

individual/sole proprietor corporation other nonprofit corporation

CA CERTIFICATE (587/590) YES NO
n/a

Please check all applicable boxes:

NEW VENDOR ****CHANGE TO AN EXISTING VENDOR**

Vendor Persistence Type:
REGULAR **ONE-TIME** **EMPLOYEE**

Type of Vendor Service
supplies services medical rents
consulting construction attorney
other please specify : _____

W-9 REQUIRED FOR ALL REGULAR VENDORS

Date: _____ **Dept:** _____ **Name:** _____ **Phone:** _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Santa Rosa East Rotary Club	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ nonprofit corporation under IRS Section 501(c)(4)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 2785	
	6 City, state, and ZIP code Santa Rosa, CA 95405	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
6 8 - 0 3 7 4 1 6 8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/6/15
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DANIEL A. DRUMMOND
ATTORNEY AT LAW

September 10, 2018

Hon. Shirlee Zane
Sonoma County Board of Supervisors
575 Administration Dr., Rm 100A
Santa Rosa, CA 95403

Re: 18th Annual Santa Rosa Rotary and Kiwanis Veterans Tribute
Date: November 8, 2018
Place: Santa Rosa Veterans Memorial Building
1351 Maple Ave., Santa Rosa, CA 95404

Dear Shirlee:

It's that time again and I want to thank you once again for your generous sponsorship of last year's Annual Santa Rosa Rotary and Kiwanis Veterans Tribute. I hope of course that you and your colleagues on the Board of Supervisors will continue your support for this year's 18th annual veterans tribute. Sponsorships remain at \$500 and are used to offset the cost of the worthy event. Four complimentary admission tickets are provided to all sponsors.

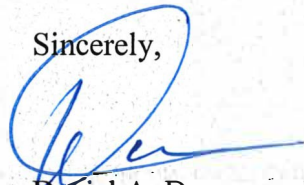
Based on last year's process, I have included the following forms:

- 1) Fee Waiver/Board Sponsorship Request Form,
- 2) Vendor Record Coding Form,
- 3) IRS Form W-9.

If you have any questions or comments, please let me know. I may be reached at the address and telephone number below or by e-mail at dan@drummondiaaw.com.

Thank you again for your support and I look forward to seeing you again this year.

Sincerely,



Daniel A. Drummond
Santa Rosa East Rotary Club



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: The Board of Supervisors of Sonoma County

Board Agenda Date: October 16, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Michael Gossman, 565-2431

Supervisorial District(s):

All

Title: Board Sponsorship of the 26th Latino Health Forum

Recommended Actions:

- 1) Approve Board Sponsorship of the 26th Annual Latino Health Forum at Sonoma State University on November 1, 2018
- 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 five thousand dollars (\$5,000) to General Fund Non-Departmental Other Contributions for sponsorship of the 2018 Latino Health Forum

Executive Summary:

The Latino Health Forum is an annual health education conference sponsored by an alliance of major health and medical institutions and groups, community groups, and individuals. Sponsors of the forum strive to educate, inspire, heighten awareness, and encourage attendees to become models in managing their own personal health, and to assume a greater community responsibility for the health of all Sonoma County residents. The County Administrator requests that the Board approve the use of \$5,000 from General Fund Contingencies for the County to sponsor the 2018 Latino Health Forum on November 1, 2018.

Discussion:

The 2018 Latino Health Forum is the 26th year of this annual event. The goals of the forum are to inform professionals about the challenges the Latino community in Sonoma County faces; to enhance Latino residents' access to quality health services; to inspire local students to pursue careers in health and social services; to facilitate networking among healthcare and other service providers; and to raise awareness of the importance of civic engagement in Sonoma County.

The theme for the 2018 Latino Health Forum is Fire and Ice: Recovery and Resilience. Presentation topics include: Latino Mental Health, Impact and Resources following the October Firestorm, Fostering Hope

Among our Latino Community After the Fires, Roof and Refuge in a People’s Recovery, and Fight, Flight, Freeze and Friendship. Forum attendees include health care professionals and administrators, community health care workers, students, teachers and school administrators, government representatives, community leaders, and health care advocates.

Santa Rosa Family Medicine Residency, Sonoma State University, Kaiser Permanente, St. Joseph Health System, and Sutter Health are the primary sponsors of the Forum; secondary sponsorship opportunities are available.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Sponsorship of the 2018 Latino Health Forum is aligned with the County’s vision to restore and improve resiliency of health and social services systems, networks, and capabilities to promote equity, independence, and well-being for the community, while also focusing on the special needs of vulnerable populations.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	\$5,000		
Total Expenditures	\$5,000		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	\$5,000		
Total Sources	\$5,000		

Narrative Explanation of Fiscal Impacts:

The County Administrator requests the Board’s approval to use \$5,000 in contingency funds for the County to 2018 Latino Health Forum.

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 authorizing a budgetary adjustment			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: October 16, 2018

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 five thousand dollars (\$5,000) to General Fund Non-Departmental Other Contributions for sponsorship of the 2018 Latino Health Forum.

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

Whereas, the Government Code allows for adjustments to the Final Budget during the 2018-2019 Fiscal Year.

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

Financing Uses:

GENERAL FUND (10005): Appropriation for Contingencies
(16021300), Appropriation for Contingencies (55011) \$ (5,000)

Financing Sources:

GENERAL FUND (10005): Non-Departmental Other
(16020200), Contributions (53501) \$5,000

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: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Lynda Hopkins 565-2241

Supervisorial District(s):

All

Title: Rural County Representatives of California Presentation

Recommended Actions:

Receive presentation from Rural County Representatives of California (RCRC)

Executive Summary:

The County of Sonoma joined the Rural County Representatives of California on September 21, 2018.

The RCRC is a thirty-five member county strong service organization that advocates for policies on behalf of California's rural counties. RCRC provides legislative and regulatory representation at the State and Federal levels, representing the collective unique interests of its membership, consisting of California's larger geographical and lower population counties. The issues impacting these counties are often different from the issues that the California State Association of Counties advocates on behalf of, as they represent a broader set of interests.

RCRC actively monitors issues impacting rural areas such as tree mortality and wild fire mitigation. Participation in RCRC will strengthen the County's ability to advocate for issues specific to the unique challenges facing the rural areas of our community that are in alignment with the County's Legislative Platform.

Discussion:

Not applicable. This is an information only presentation.

Prior Board Actions:

8.7.2018 Rural County Representatives of California Membership

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: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 16, 2018

Vote Requirement: Informational Only

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Blake Hillegas, 565-1392

Supervisorial District(s):

2

Title: Hearing on Draft Supplemental Environmental Impact Report for modifications to conditions of the Use Permit for the Roblar Road Quarry, File UPE16-0058.

Recommended Actions:

Informational item to hold a public comment hearing on the Draft Supplemental Environmental Impact Report (Draft SEIR).

Executive Summary:

On December 14, 2010, the Board of Supervisors certified a Final Environmental Impact Report and approved a Mining Permit and Reclamation Plan for a new quarry on Roblar Road (Modified Alternative 2) subject to Conditions of Approval. The Roblar Road Quarry is currently approved to produce up to 570,000 cubic yards of aggregate a year for a 20-year mining period in accordance with the County's Aggregate Resource and Mining Plan. Citizens Advocating For Roblar Rural Quality successfully challenged the approval in the Superior Court. However, the Court of Appeal overturned the Superior Court's decision on May 13, 2014.

On May 2016, the applicant submitted a Use Permit modification requesting changes to Conditions of Approval/Mitigation Measures, including:

1. the approved preliminary design for the required signalization of the Roblar Road/Stony Point Road intersection (Condition #44/Mitigation Measure E.1);
2. the approved travel lane and shoulder width of a 1.6 mile segment of Roblar Road required to be reconstructed (Condition #49/Mitigation Measures E.3a and E.4a and Condition #59); and
3. encroachments into wetlands and riparian areas associated with the required widening of Roblar Road and the proposed relocation of Americano Creek (Condition #101 and Condition #133/Mitigation Measure D.1b).

On August 14, 2018, the Board of Supervisors took original jurisdiction over the proposed use permit modifications. A Draft Supplemental Environmental Impact Report (Draft SEIR) has been prepared to analyze the changes to the approved project. The purpose of this public hearing is solely to receive oral and written comments on the Draft SEIR. After this public hearing, additional written comments will be accepted until the close of the 45-day comment period on October 29, 2018 at 5:00 p.m.

After the close of the comment period, the EIR consultant and staff will prepare a Final SEIR that incorporates responses to all comments. The Board of Supervisors will then consider whether to certify the Final SEIR and take action on the applicant's proposed amendment.

Discussion:

Background:

On December 14, 2010, the Board of Supervisors certified the Roblar Road Quarry Project Final EIR and approved a Use Permit for the Project Alternative 2 as modified by the Board (Modified Alternative 2). Under Modified Alternative 2, all project truck traffic generated by the Quarry would avoid rural residential areas located on Roblar Road, east of the quarry. The Modified Alternative 2 haul route includes the reconstruction and widening of a 1.6 mile segment of Roblar Road, from the quarry access road entrance, west to the point where the haul route turns onto a private off-road haul route named Access Road 2, which connects to Valley Ford Road. From there, the haul route includes other existing public roads to/from U.S. 101, i.e. Pepper Road to Meacham Road to Stony Point Road. Modified Alternative 2 requires that all quarry material be contractually required to use the approved haul route and haul truck traffic would not use Roblar Road east of the quarry. Under this approved alternative, residential areas and a school located along Roblar Road east of the quarry will not be impacted by haul truck traffic.

After the Board approved Modified Alternative 2 in 2010, Citizens Advocating For Roblar Rural Quality successfully challenged the approval in the Superior Court. However, the Court of Appeal overturned the Superior Court's decision on May 13, 2014.

The applicant then submitted an application to Permit Sonoma to modify five key Conditions of Approval/Mitigation Measures related to road improvements due to constraints of the existing right of way. The applicant originally believed that additional right of way could be acquired. The applicant now understands that implementation of the existing Conditions/Mitigation Measures, as adopted, is likely infeasible without condemnation.

Permit Sonoma and ESA have prepared a Draft SEIR to analyze the proposed project, which is focused on the proposed changes to the required road improvements. Other than these proposed changes, no other changes in circumstances, the project or conditions, or other impacts have been identified that were not previously evaluated in the certified Final EIR.

Project Description:

The proposed changes to the project are summarized below:

1. Modify the Design of the Intersection of Stony Point Road/Roblar Road and Associated Condition of Approval #44/Final EIR Mitigation Measure E.1.

The existing project conditions (Condition of Approval (COA) #44/Final EIR Mitigation Measure E.1) require installation of a traffic signal at the Stony Point Road/Roblar Road intersection per the County's preliminary design approved in 2005. Improvements would include signalization, lengthening the existing northbound left-turn lane, adding a southbound left-turn lane and widening all approaches to the intersection, and aligning an offset driveway opposite Roblar Road on the east side of Stony Point Road. The design includes 8-foot wide paved shoulders to accommodate Class II bikeways. The current design for improvements at this intersection would impact vegetated drainage features outside existing paved and/or hardscaped areas, and therefore would potentially adversely affect potential wetlands and designated California Tiger Salamander (CTS) critical habitat.

The proposed modifications to this Condition would allow installation of the signal per a revised signal design prepared by the applicant, which includes some, but not all of the improvements included in the County's preliminary design approved in 2005.

The revised intersection/signal design would be accommodated within existing hardscape areas to avoid impacts to vegetated drainage ditches and biological habitat. Improvements would include 4-way signalization, shifting and restriping lane geometrics to maintain the existing 12-foot-wide travel lanes. The proposed redesign also includes paved shoulders in both north and south bound directions on Stony Point Road having a minimum width of four feet for bicyclists, lengthening the northbound left turn lane to provide increased storage capacity, and adding a southbound left turn lane for a private driveway at the intersection, but would not correct the offset driveway opposite Roblar Road on the east side of Stony Point Road. The proposed redesign does not include relocating the existing driveway on the east side of Stony Point Road, or widening existing shoulders to 8 feet due to the impacts on existing drainage ditches that would result.

2. Modify the Roblar Road widening design for Modified Alternative 2, and associated Conditions of Approval #49 and #59, and Final EIR Mitigation Measure E.3a.

The existing conditions require that the improvements to Roblar Road (between the Quarry access road and Access Road 2) be constructed to County standards, including two 12-foot-wide vehicle travel lanes, two 6-foot-wide paved shoulders, two 2-foot-wide rock shoulders, and associated striping to meet the standards for Class II bike lanes. The applicant originally believed he would be able to obtain the required right of way to meet these requirements, but has concluded that the currently required road improvements are likely infeasible without condemnation.

The applicant instead proposes to construct improvements to Roblar Road that would include two 11-foot-wide vehicle travel lanes, two 3-foot-wide paved shoulders, and two 2-foot-wide rock shoulders. The existing "S" curve is no longer proposed to be straightened and the road

widening would occur entirely along the existing alignment. Under the proposed modification, the total proposed pavement width would be reduced from the approved 36 feet to 28 feet.

3. Realign Americano Creek Channel and Construct Wetland Enhancement Area on the Project Quarry Site, and modify associated Conditions of Approval #101 and #133.

The exiting conditions (Conditions of Approval #101) prohibit land disturbance within 50 feet of the top of banks of existing waterways. Condition/Mitigation Measure #133 calls for the avoiding all jurisdictional wetland and riparian habitat located along the southern boundary (i.e., Ranch Tributary) and the southwestern corner (i.e., seasonal wetlands on the valley floor adjacent to Americano Creek) of the property.

The widening of Roblar Road required in Final EIR Mitigation Measure E.3a would directly impact a section of Americano Creek located immediately adjacent to Roblar Road. The applicant has been unable to acquire additional right of way on the north side of the road. In order to accommodate the required widening of Roblar Road, the applicant proposes to realign the creek channel further from the edge of the improved Roblar Road, and improve the habitat complexity along this section of Americano Creek. The conceptual planting plan for Americano Creek includes establishing riparian vegetation and wetlands along both sides of the realigned segment of the creek.

Existing riparian areas and wetlands located outside the footprint of Roblar Road and the realigned creek segment would be protected.

DISCUSSION OF ISSUES

Issue #1: General Plan and ARM Plan Consistency

The site is designated by the General Plan and is zoned as Land Extensive Agriculture, and contains the MR (Mineral Resource) Combining Zoning District.

The Sonoma County ARM Plan identifies this quarry as one of the few new sources of aggregate in the County. Subsurface investigation indicates that high quality aggregate is present on the site. The ARM Plan also establishes the County's goals and objectives for aggregate resources. Relevant objectives from the ARM Plan are:

- 1. Facilitate new or expanded quarry operations at designated sites or at other locations with resources which can meet the needs for aggregate in an environmentally sound manner.*
- 2. Encourage the retention of locally produced aggregate for use within Sonoma County.*

Issue #2: Summary of Project Impacts

In general, the analysis that CEQA requires in this context is between the project as previously analyzed and approved and the project as currently proposed. The Draft SEIR analyzes potential project impacts associated with project changes by issue area. The key findings are summarized below, and all of the

findings and mitigation measures are found in a summary table in Table ES-1, "Summary of Impacts and Mitigation Measures," at page S-5 of the Draft SEIR (Exhibit N).

Signalization at Stony Point Road and Roblar Road

The proposed alternative intersection design for the signalization of Stony Point Road and Roblar Road would not result in any new unmitigated significant impacts and would reduce potential impacts to wetlands. A new Mitigation Measure 3.4-1 requires the signal be installed in accordance with the applicant's preliminary design plans and that the design incorporate changes to the design that ensures larger vehicles exiting the existing driveway on the east side of the intersection have a sufficient turning radius. In addition, a new Mitigation Measure 3.4-2 requires that the paved shoulder width on Stony Point Road be five feet within the limits of the intersection improvement, unless the widening disturbs roadside ditches, in which a minimum shoulder width of four feet is required.

A new mitigation measure 3.4-5 has been identified that would reduce a formerly identified long-term cumulatively significant traffic impact to less than significant. The new mitigation measure 3.4-5 consists of optimizing the signal timing to reflect projected future turning movement traffic volumes. The proposed road improvements to be constructed within the footprint of existing hardscape areas would minimize impacts to existing vegetated drainage ways, potential wetlands, and CTS habitat.

The Department of Transportation and Public Works has reviewed and supports the proposed modifications to the intersection/signal design.

Relocation of Americano Creek

The Draft SEIR finds that the proposed realignment of Americano Creek would not result in new or substantially more severe impacts as mitigated, and it would result in long-term beneficial impacts by reducing soil erosion, improving hydrologic capacity, and improving wetland and riparian habitat along the creek. The realignment of Americano Creek would allow Roblar Road to be widened as required. The existing mitigation measures would ensure that impacts to riparian and wetland habitats are minimized and compensated in accordance with required resource agency approvals.

A new Mitigation Measure 3.6-2 has been identified to mitigate potential impacts to cultural resources due to grading in an area not considered in the original EIR. Tribal notification has been provided in accordance with Assembly Bill 52 and consultation has not been requested.

Road Width on Roblar Road

The addition of between 302 to 480 gravel trucks per day to the segment of Roblar Road from west of Canfield Road (Quarry Site access) and Access Road 2 would result in increased exposure of existing bicycle users of Roblar Road to safety related issues. Currently this segment of Roblar Road carries 40 trucks per weekday. The quarry would increase the percentage of trucks from 2.3% on a weekday to between 15.0% to 22.0%. The Board originally found that the resulting safety impacts would not be significant because the road would be required to meet County standards. Thus, the existing mitigation measure requires that the improvements to Roblar Road (between the Quarry access road and Access

Road 2) be constructed to have two 12-foot-wide vehicle travel lanes, two 6-foot-wide paved shoulders, two 2-foot-wide rock shoulders, and associated striping to meet Class II bike lane requirements.

The Draft SEIR finds that the currently proposed reduction in the required lane width from 12 feet to 11 feet, the reduction in paved shoulder width from 6 feet to 3 feet on Roblar Road, and the proposal not to straighten the existing “S” curve would introduce potential traffic and bicycle safety hazards on Roblar Road between the Quarry access road and Access Road 2 (1.6 miles).

The Draft SEIR identifies Mitigation Measure 3.4-3, which would revise the requirements to be a minimum 11-foot wide travel lanes, 4-foot wide paved shoulders, appropriate side slopes, and appropriate travel lane width in the horizontal curves to avoid vehicle offtracking (trucks tracking outside of the travel lane). If after the final design is submitted to the Department of Transportation & Public Works the assumption that condemnation would not be required turns out to be incorrect, the mitigation measure would require condemnation to be at the expense of the applicant. The requirements of the mitigation measure were the recommendation of the Bicycle Pedestrian Committee and the Department of Transportation and Public Works has determined that the recommendation would be adequately protective of safety. Nevertheless, the proposed travel lanes would not meet the American Association of State Highway and Transportation Officials (AASHTO) general standards for 12-foot travel lanes or meet the general specifications of the Sonoma County Bicycle and Pedestrian Plan, which would provide additional protections that include a 5-foot paved shoulder (Policy 2.08). As a result, the impact would remain significant.

Prior Board Actions:

On December 14, 2010, the Board of Supervisors certified the Environmental Impact Report and adopted a Statement of Overriding Considerations, approved a Zone Change to add the MR (Mineral Resource) overlay zone to a 70 acre mining site, and approved a Use Permit and Mining and Reclamation Plan for the Roblar Road Quarry Modified Alternative 2 (Alternative Haul Route/Contracted Sales Only) with a production limit of 570,000 cubic yards per day subject to Conditions of Approval.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

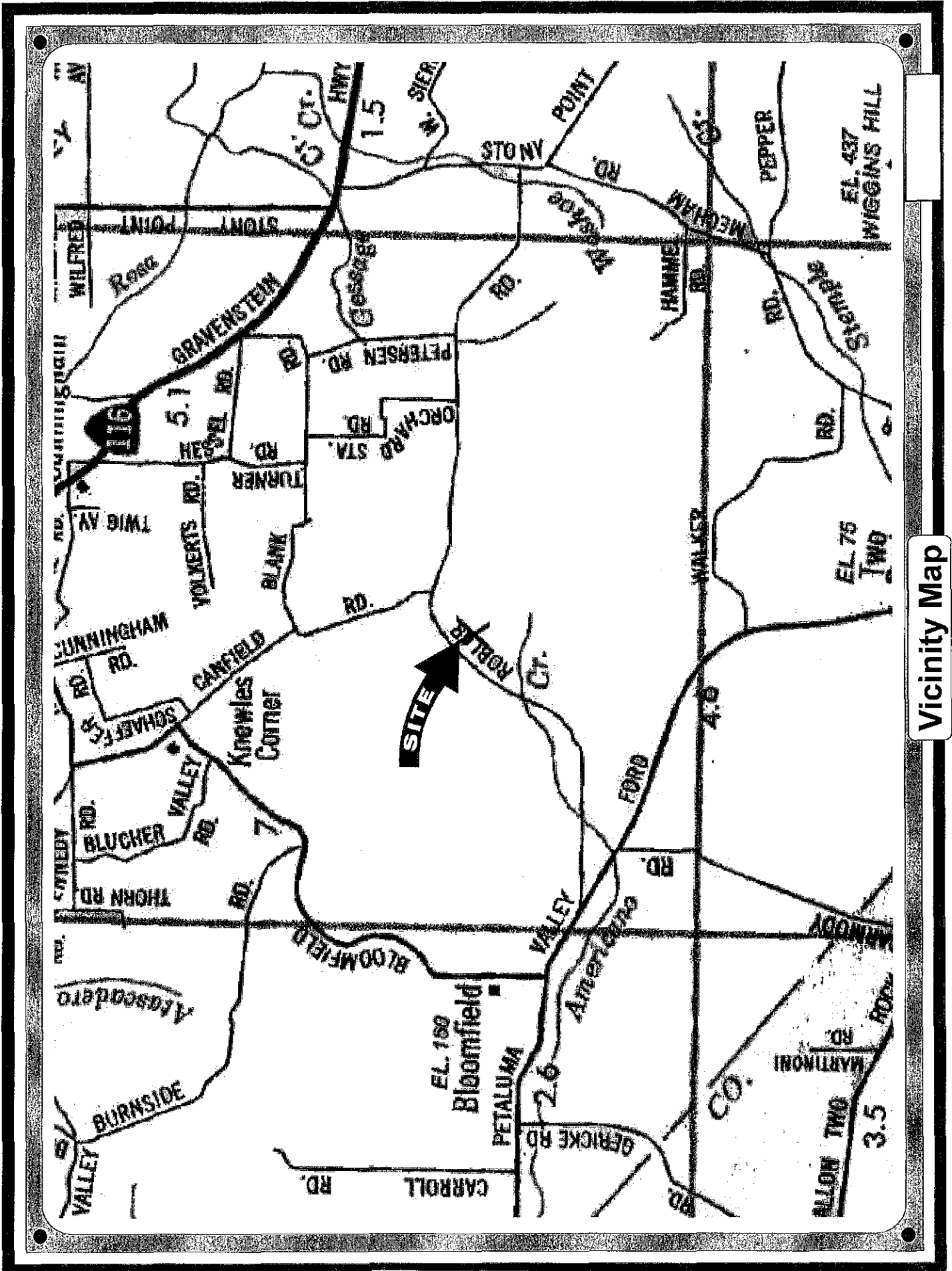
The proposed relocation and enhancement of Americano Creek, and the alteration of required roadway infrastructure to a level more commensurate with environmental and right of way constraints, while providing for adequate Levels of Service and safety, are consistent with resource conservation, infrastructure investment, and economic goals by supporting a local source of mining in accordance with the County’s Aggregate Resource Management Plan.

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:			
Exhibit A: Vicinity Map Exhibit B: Regional Map Exhibit C: Arm Plan Map Exhibit D: General Plan Land Use Map Exhibit E: Zoning Map Exhibit F: Site Location Map Exhibit G: Aerial Map Exhibit H: Phase 1 Grading and Drainage			

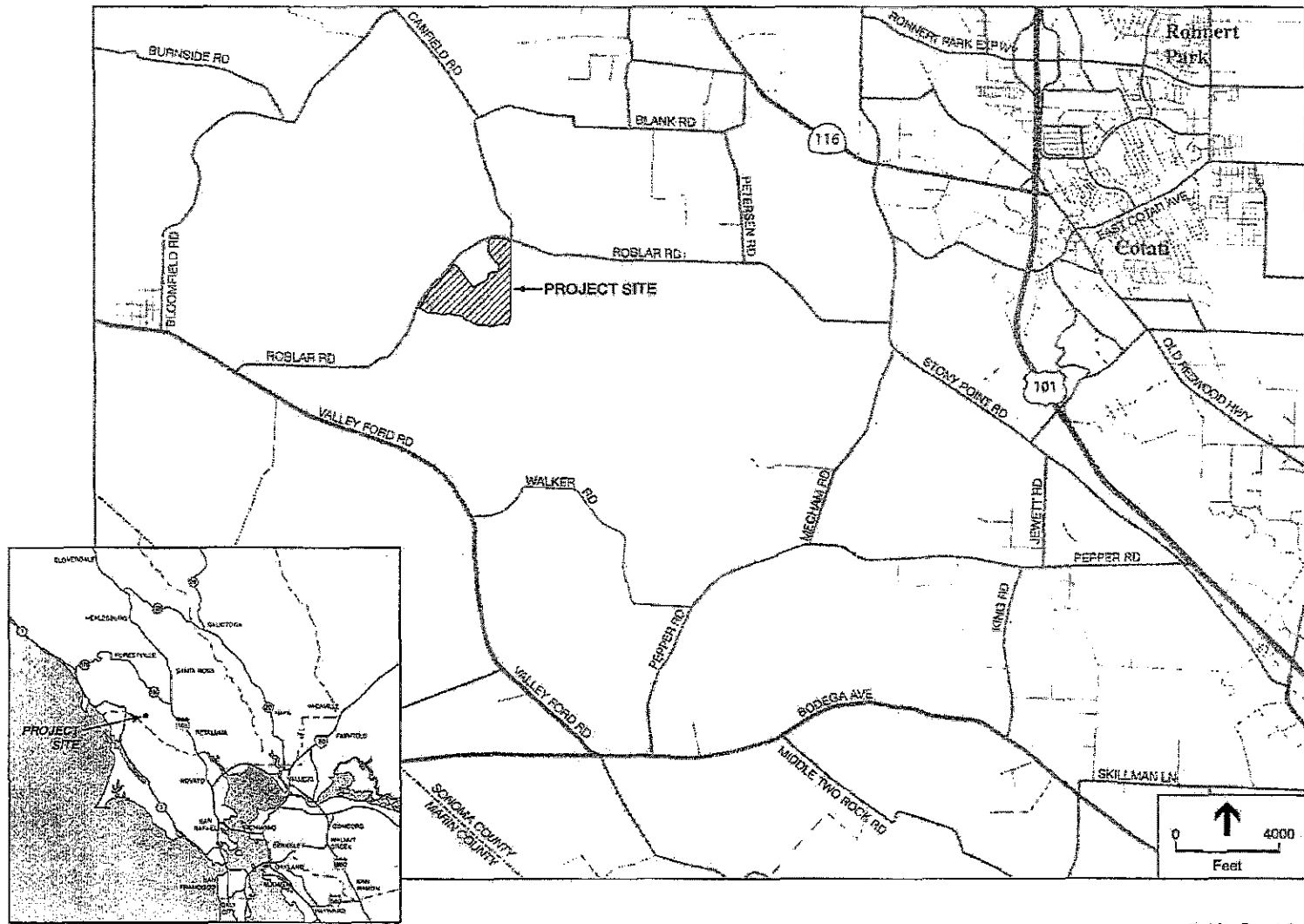
Exhibit I: Approved Modified Alternative 2 Haul Route
Exhibit J: Existing, Approved, and Proposed Cross Sections on Roblar Road
Exhibit K: Americano Creek Relocation
Exhibit L: Proposed Intersection Design - Roblar Road/Stony Point Road
Exhibit M: Approved preliminary Design - Roblar Road/Stony Point Road
Exhibit N: Summary of Impacts and Mitigation Measures (Draft SEIR)

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

Roblar Quarry Final EIR
Draft Supplemental Environmental Impact Report

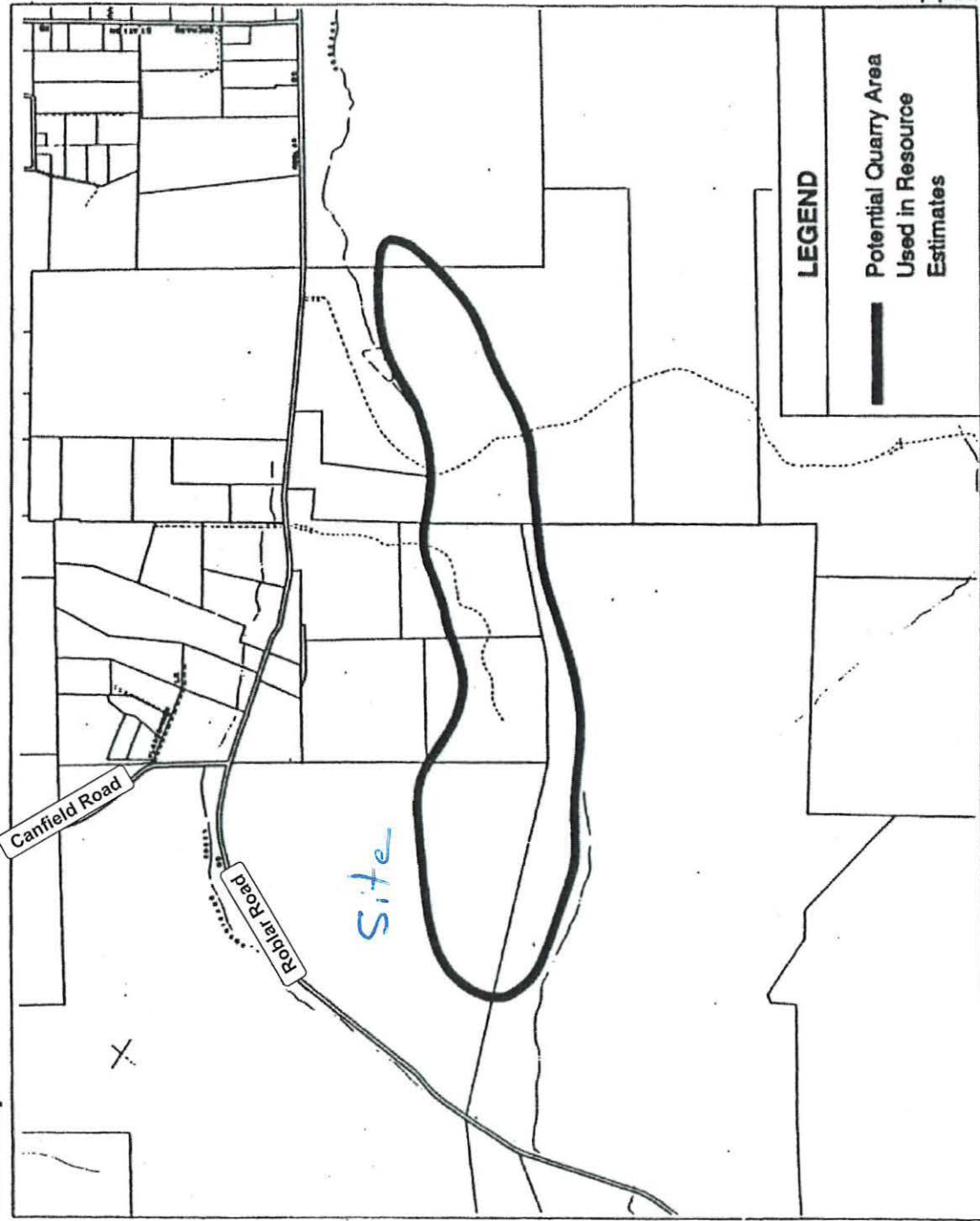


Vicinity Map



SOURCE: ESA

Roblar Road Quarry - 204334
Figure III-1
Regional Map



recycled paper

01113



LEGEND

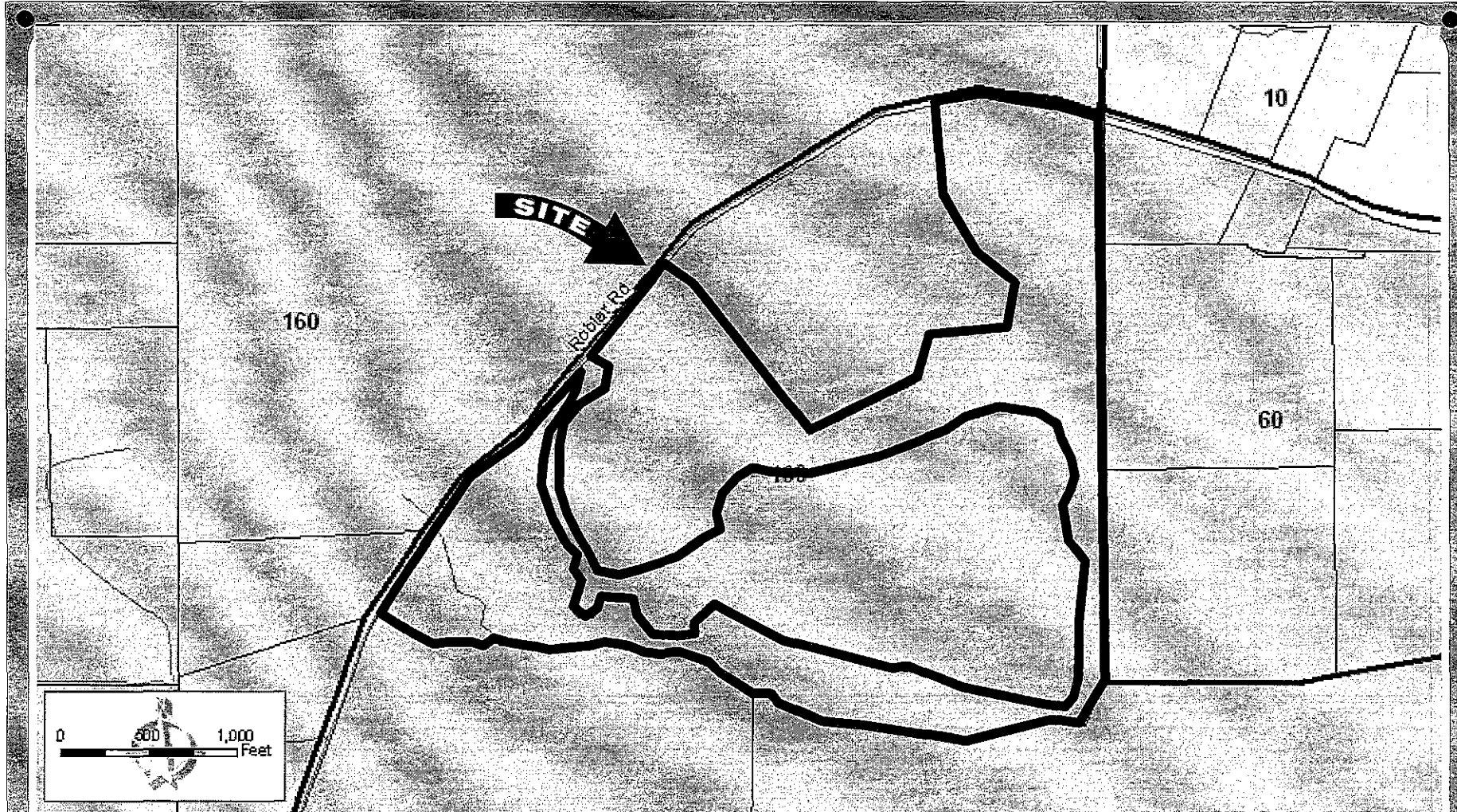
— Potential Quarry Area
Used in Resource
Estimates

5-67



SOURCE: SONOMA COUNTY PLANNING DEPARTMENT
FEET 0 2000 4000

ARM Plan Map



General Plan Land Use

- | | | | |
|--|---------------------------------------|--|------------------------------------|
| | Diverse Agriculture | | General Commercial |
| | Land Extensive Agriculture | | Limited Commercial |
| | Land Intensive Agriculture | | Limited Commercial Traffic Service |
| | Residences & Rural Development | | General Industrial |
| | Rural Residential | | Limited Industrial |
| | Urban Residential | | Public/Quasi-Public |
| | Recreation/Visitor-Seeking Commercial | | |

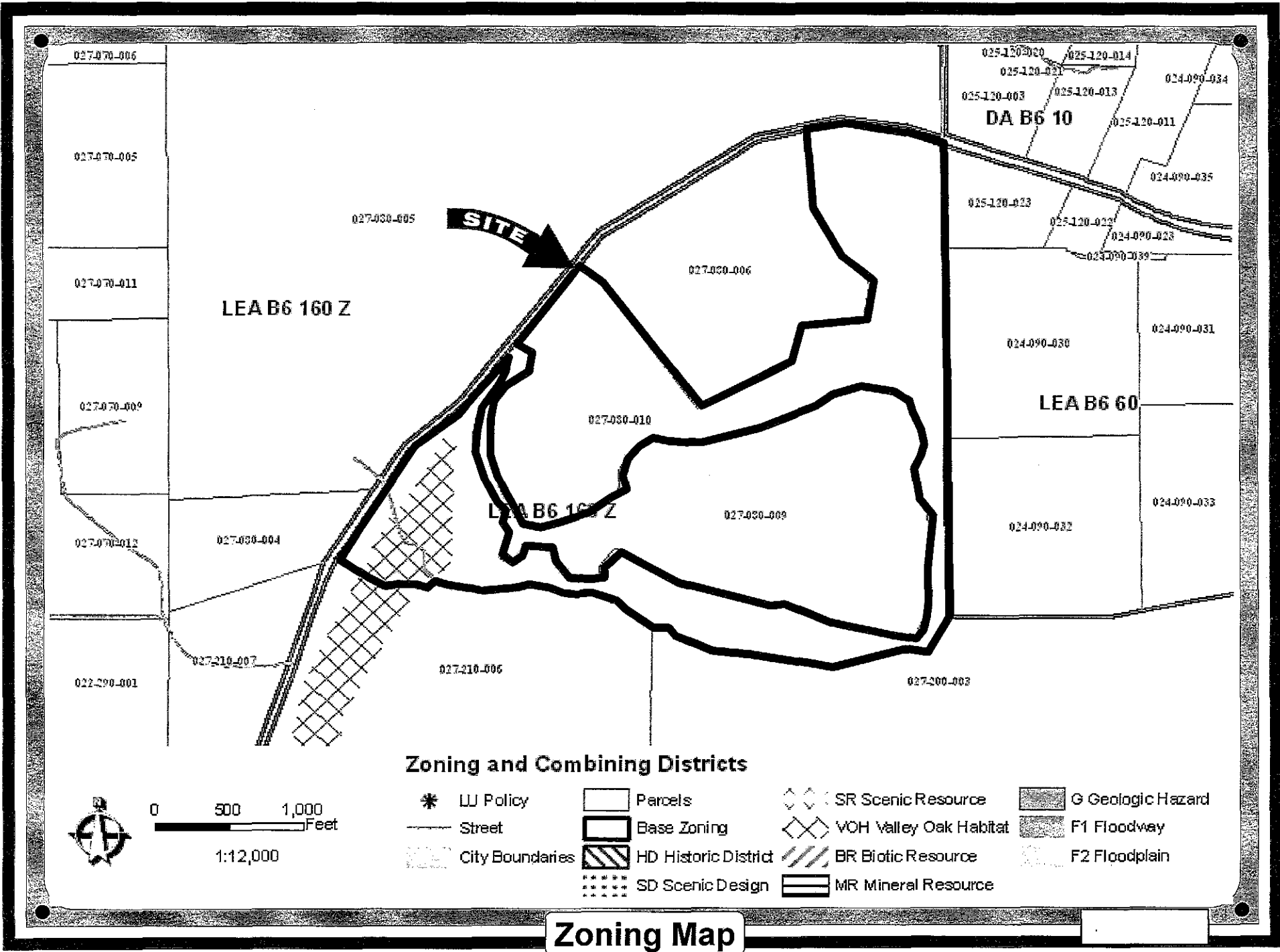
Points of Interest

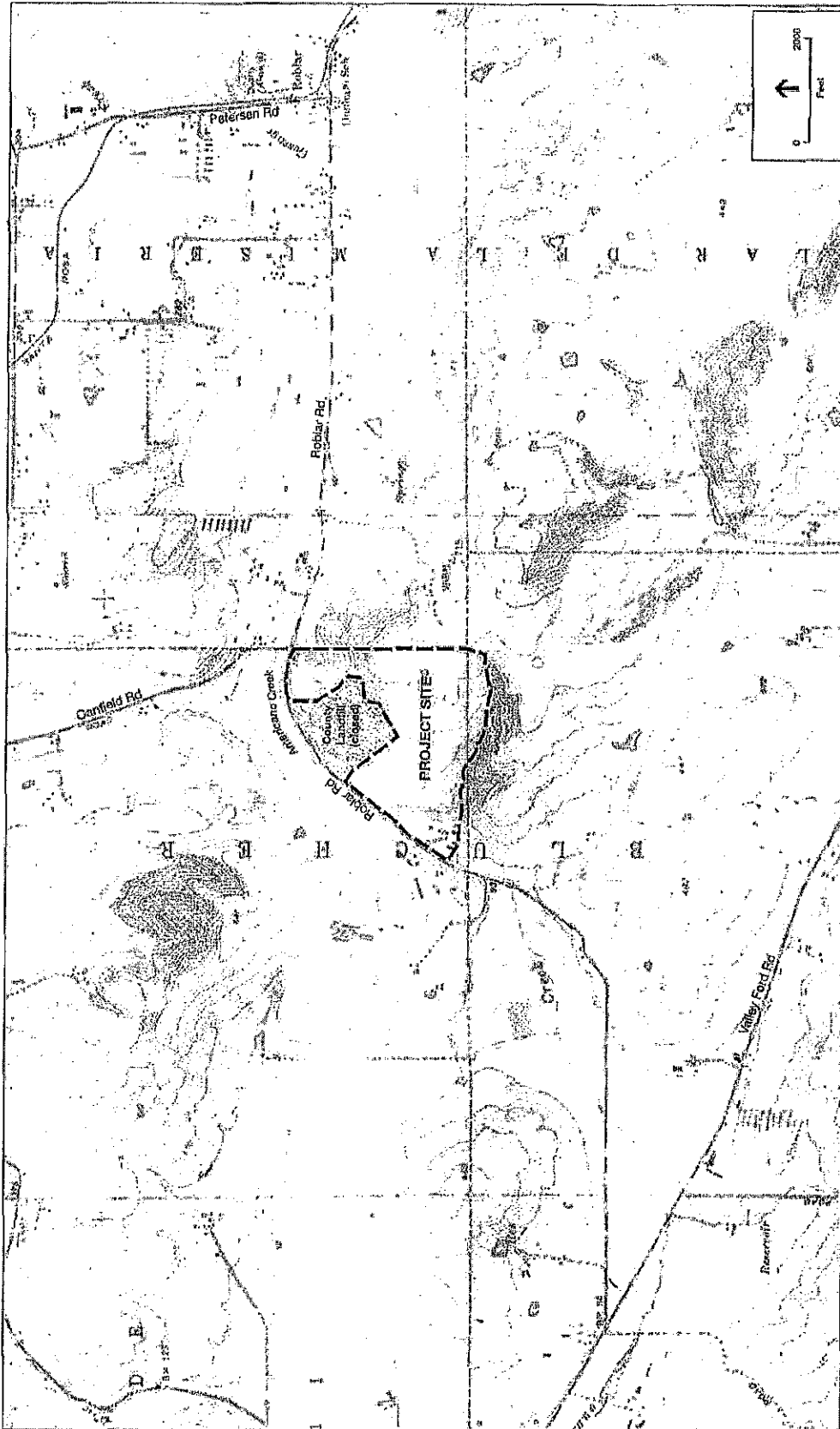
- | | | | |
|--|--------------------|--|------------------------------------------|
| | General Commercial | | School Proposed |
| | Limited Commercial | | Wastewater Mgt Facilities |
| | General Industrial | | Wastewater Mgt Facilities-Proposed |
| | Limited Industrial | | Solid Waste Disposal Facilities-Existing |
| | Park Existing | | Solid Waste Disposal Facilities-Proposed |
| | Park-Proposed | | Specific Area Policy-Application Parcel |
| | School Existing | | |

Base Map Data

- | | |
|--|-----------------------------|
| | Coastal Commission Boundary |
| | Urban Service Area Boundary |
| | Highways |
| | Perennial Streams |
| | Intermittent Streams |

Land Use Map





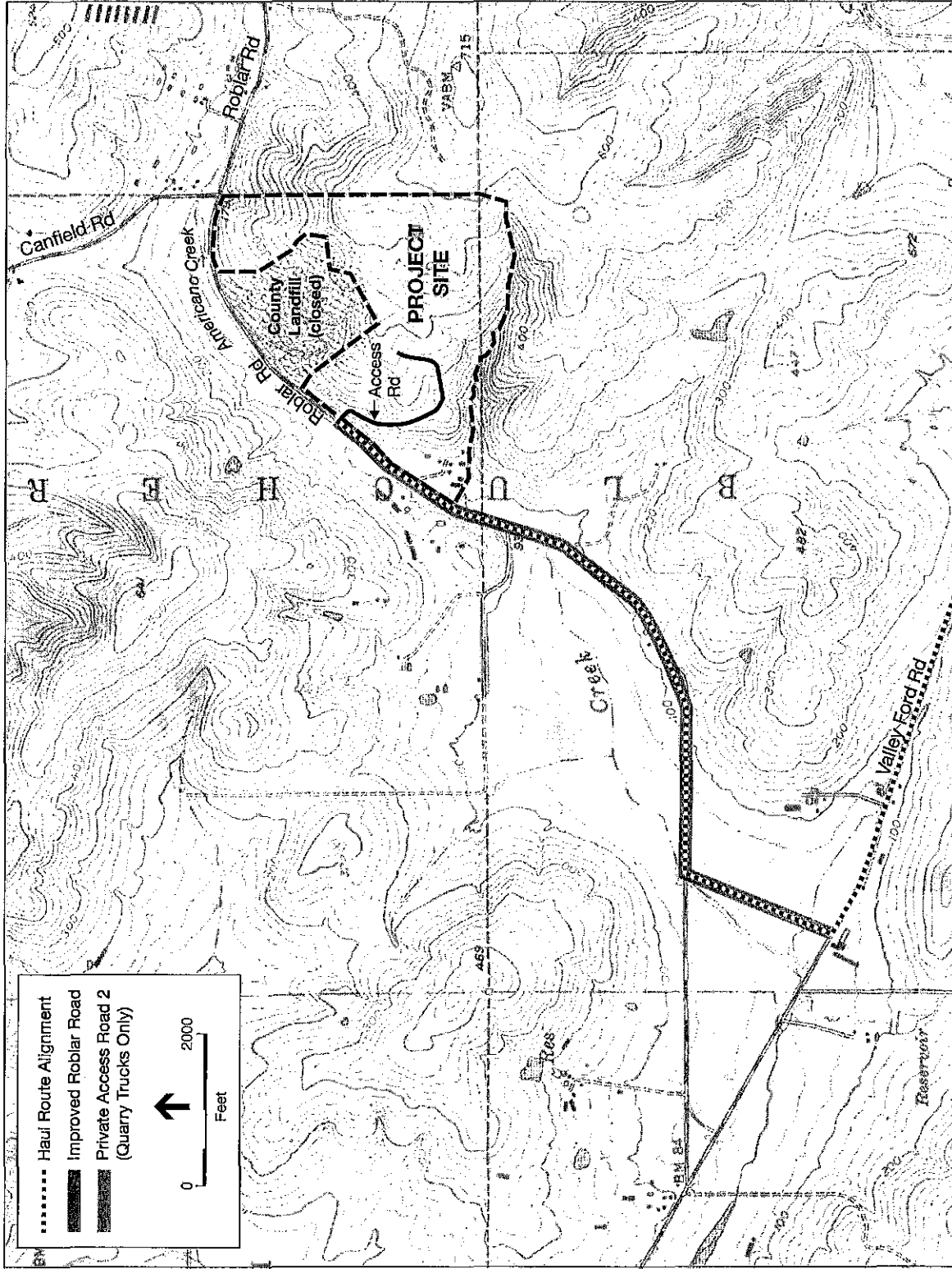
Roblar Road Quarry - 204934
Figure III-2
 Site Location Map

SOURCE: USGS

Aerial View



EXHIBIT G

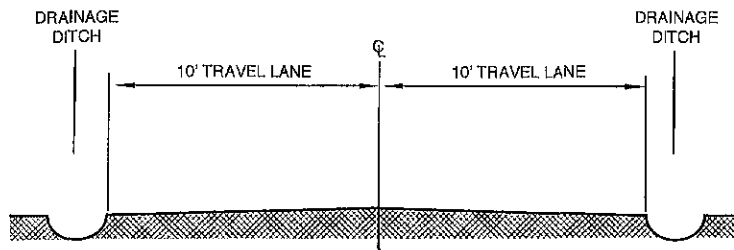


Roblar Road Quarry . 160752

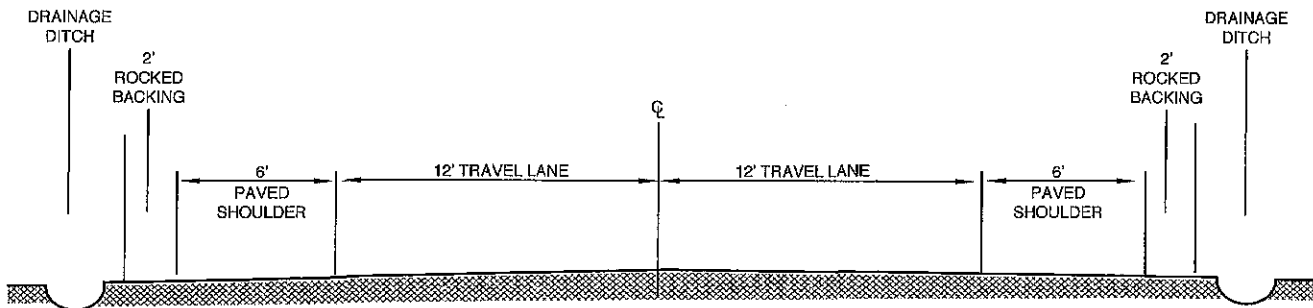
Figure 2-2
Approved Haul Route Detail

SOURCE: USGS; ESA

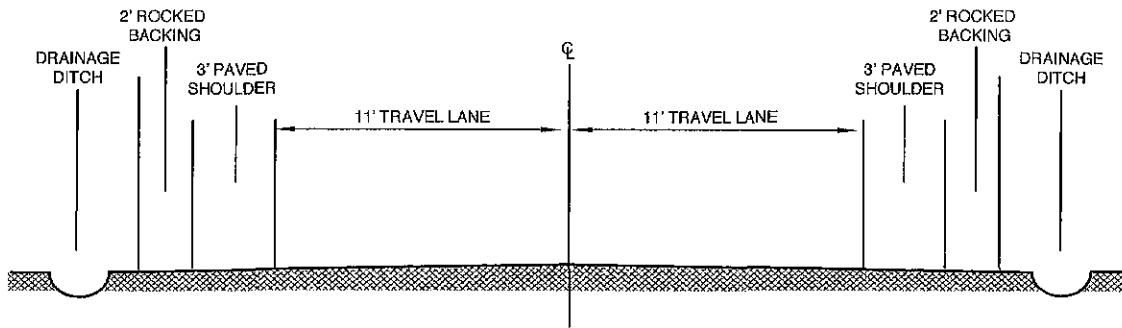
PRELIMINARY-SUBJECT TO REVISION



A. Existing Conditions: 20' Paved Width



B. Currently Required per Conditions 49 and 59: 36' Paved Width



C. Proposed - 28' Paved Width

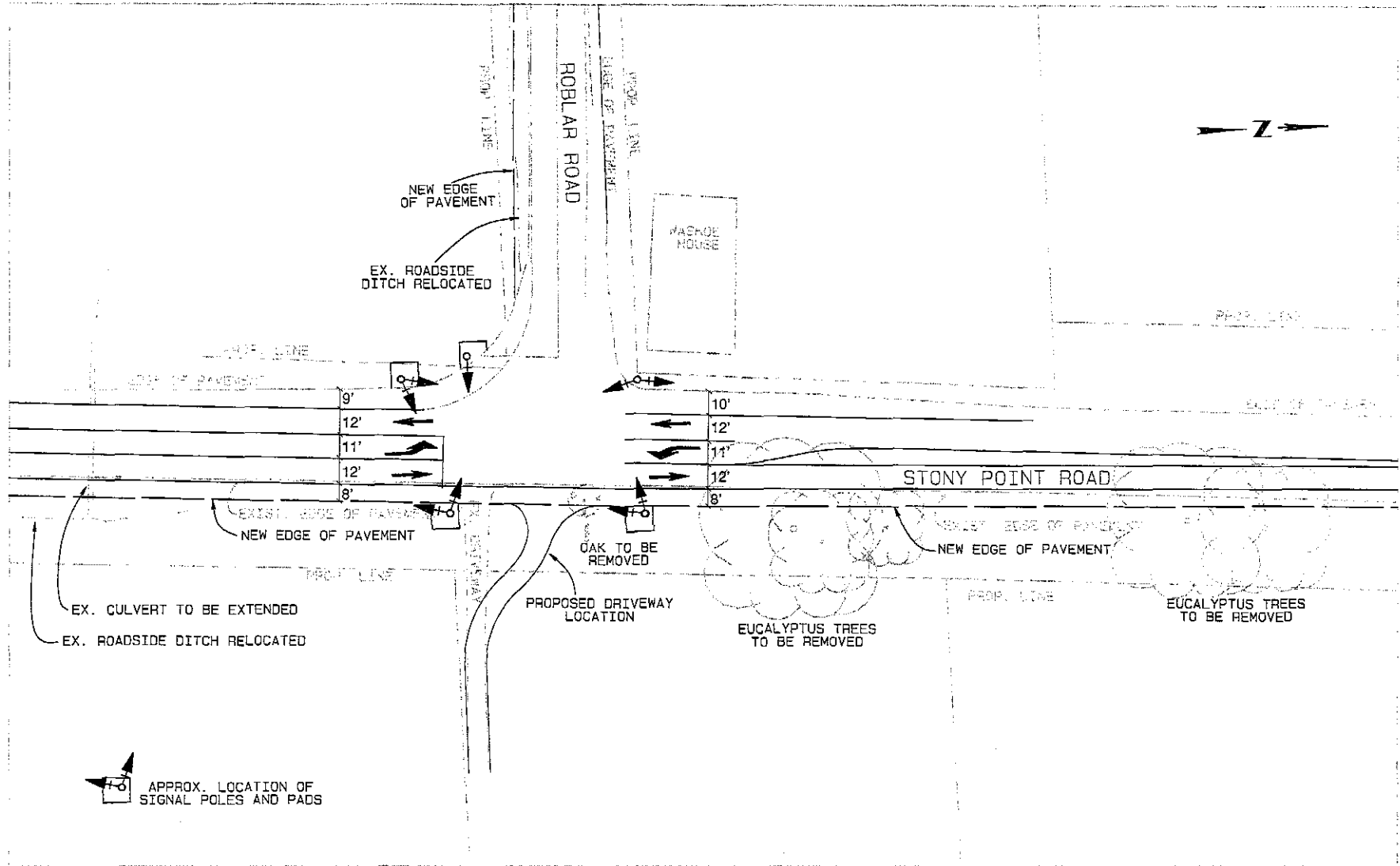
SOURCE: ESA

Roblar Road Quarry - 160752

Figure 2-6
Roblar Road - Existing (A), Currently Required (B),
and Proposed (C) Road Cross-Sections

PRELIMINARY SUBJECT TO REVISION

EXHIBIT J



SOURCE: Sonoma County PRMD, 2005

Roblar Road Quarry . 160752

Figure 2-4
County Preliminary Design for Stony Point Road/Roblar Road Intersection Signalization

PRELIMINARY-SUBJECT TO REVISION

**TABLE ES-1
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.1 Geology, Soils, and Seismicity		
Impact 3.1-1: Proposed modifications to the Use Permit could expose people or structures to seismic hazards including ground failure. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.1-2: Proposed modifications to the Use Permit could cause substantial soil erosion or loss of topsoil. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.1-3: Expansive soils could result in roadway damage and creek slope instability. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.1-4: The proposed modifications to the Use Permit could allow activities in an area underlain by existing unstable geologic materials or on geologic materials that that could become unstable as a result of the modifications. Unstable areas could include landslides, subsidence, or soil collapse. <i>(No New or Substantially More Severe Significant Impact)</i>		
3.2 Hydrology and Water Quality		
Impact 3.2-1: The proposed modifications to the Use Permit could increase on- or off-site erosion, sedimentation, or flooding due to altered drainage patterns. <i>(Beneficial Impact / No New or Substantially More Severe Significant Impact)</i>		
3.3 Biological Resources		
Impact 3.3-1: The proposed relocation of Americano Creek would involve construction and grading activities that could disturb or remove wetland and riparian habitat. <i>(No New or Substantially More Severe Significant Impact, After Mitigation)</i>	<p>Mitigation Measure 3.3-1: Revise wording of Condition/Mitigation Measure 133 as follows to confirm that the referenced 100-foot setback to critical habitat does not apply retroactively and to allow creek relocation, but with specific parameters for wetland and riparian habitat disturbance (additions to the text of the adopted Condition are <u>underlined</u>):</p> <p>133. Avoid all potential jurisdictional wetlands and riparian habitat located along the southern boundary (i.e., Ranch Tributary) and the southwestern corner (i.e., seasonal wetlands on valley floor adjacent to Americano Creek) of the property, <u>except as shown in the Applicant's plans for relocation of Americano Creek, specifically the drawing by BKF Engineers, "Americano Creek Relocation" dated September 1, 2017 and the "Conceptual Planting Plan for Reassigned Americano Creek" prepared by Ted Winfield, Ph.D., dated August 21, 2017.</u> Prior to construction activities, the project Applicant shall take appropriate measures to protect the wetland and riparian</p>	Less than significant

TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.3 Biological Resources (cont.)		
Impact 3.3-1 (cont.)	<p>habitat located in these areas. The following protection measures are to be included in the grading and Reclamation Plan:</p> <ul style="list-style-type: none"> • Installation of exclusionary construction fencing along the southern property line as well as around the two seasonally wetlands identified on [Final EIR] Figure IV.D-1 to protect these features from all project construction and operation activities; • Implementation of measures to control dust in adjacent work areas (see comprehensive dust control program identified in Condition 161); • Maintenance of the hydrologic inputs (flow) to the seasonally wet area in the southwestern corner of the property, <u>unless otherwise approved by resource agencies.</u> • <u>Except as stated above for the relocation of Americano Creek, the project Applicant shall maintain the minimum allowed 100-foot setback for quarry mining operations from stream banks (Americano Creek and Ranch Tributary) and critical habitat areas designated in the Sonoma County General Plan (Chapter 26A, County Code), provided, however, that setbacks from designated critical habitat do not apply to sites that were reviewed pursuant to the California Environmental Quality Act and approved prior to the designation of the relevant critical habitat in the General Plan.</u> 	
Impact 3.3-2: Project construction and grading activities associated with the proposed relocation of Americano Creek could conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or riparian corridor ordinance. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.3-3: The proposed relocation of Americano Creek could disturb habitat for California red-legged frog, foothill yellow-legged frog, western pond turtle, or California tiger salamander. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.3-4: The proposed relocation of Americano Creek could disturb active nests of raptors, burrowing owls, and other special-status birds. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.3-5: Project construction and grading activities associated with the relocation of Americano Creek and the widening of Roblar Road could result in direct impacts to American badger and the loss of annual grasslands that support this species. <i>(No New or Substantially More Severe Significant Impact)</i>		

TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.3 Biological Resources (cont.)		
Impact 3.3-6: Project construction and grading activities within the creek relocation area would not disturb active roosts of special-status bat species. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.3-7: Proposed modifications to the Use Permit could result in adverse impacts to the surface hydrology and water quality of on-site and surrounding drainages, including Americano Creek, that may impact special-status fish species known to occur downstream of the Quarry project site. <i>(No New or Substantially More Severe Significant Impact)</i>		
3.4 Transportation and Traffic		
Impact 3.4-1: The proposed modifications to the Stony Point Road and Roblar Road intersection could affect near-term cumulative plus project levels of service during the weekday a.m. and p.m. peak-hours, and Saturday peak hour. <i>(No New or Substantially More Severe Significant Impact, After Mitigation)</i>	Mitigation Measure 3.4-1: Prior to the commencement of mining, the applicant shall enter into an improvement and reimbursement agreement with the Department of Transportation and Public Works (DTPW) and install a signal at the Stony Point Road/Roblar Road intersection. The applicant shall have plans prepared for the work in conformance with the Applicant's preliminary design plans, including widening all approaches to the intersection, lengthening the northbound left-turn lane, and adding a southbound left-turn lane (for access to the private driveway across from Roblar Road). The applicant shall widen or relocate to the north the private driveway opposite Roblar Road, within the County right-of-way, or revise the plans to show a relocation of the stop line for the northbound left-turn lane, to provide sufficient turning radius for larger vehicles and vehicles with trailers. The signal shall be designed in accordance with Caltrans guidelines, subject to review and approval by DTPW. An offset of the payment of traffic mitigation fees may be considered.	Less than significant
Impact 3.4-2: The proposed modifications to the intersection could introduce potential bicycle safety hazards on Stony Point Road at Roblar Road. <i>(No New or Substantially More Severe Significant Impact, After Mitigation)</i>	Mitigation Measure 3.4-2: Widen the paved shoulders on Stony Point Road to a minimum of five feet within the limits of the intersection improvement at Roblar Road unless such widening would disturb ditches.	Less than significant
Impact 3.4-3: The proposed substantial increase in truck traffic on Roblar Road, which does not fully meet current roadway design standards, including class II bikeway standards, could introduce potential bicycle safety hazards. <i>(Substantially More Severe Significant Impact)</i>	Mitigation Measure 3.4-3: The Applicant shall widen Roblar Road on the 1.6-mile segment between the Quarry site entrance and Access Road 2 with two 11-foot-wide vehicle travel lanes, and an 11-foot west-bound left turn lane at Access Road 2, two 5-foot-wide shoulders (4-foot-wide paved), and appropriate side slope for the entire road design, as determined by the Department of Transportation & Public Works. The Applicant shall widen Roblar Road with at least the following cross section dimensions: <ul style="list-style-type: none"> • 11-foot-wide vehicle travel lanes and 11-foot-wide left turn lane; • 4-foot-wide paved shoulders; • 1-foot-wide unpaved (rock) shoulders. 	Significant and unavoidable

TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.4 Transportation and Traffic (cont.)		
Impact 3.4-3 (cont.)	Final design of the horizontal curves shall meet <i>A Policy on Geometric Design of Highways and Streets</i> , as determined by the Department of Transportation & Public Works, to accommodate all project trucks (including but not limited to trucks hauling gravel) through the curves to prevent offtracking within the pavement in the 1.6 mile segment, while maintaining an acceptable clearance to bicycles and vehicles in the opposing lane. If any component of an adequate design requires additional right of way, and if the applicant is unable to obtain this additional right of way from willing sellers, then any condemnation required must be paid for solely by the applicant.	
Impact 3.4-4: The proposed substantial increase in truck traffic on Roblar Road, which does not fully meet current roadway design standards and/or has limited sight distance, could introduce potential traffic safety hazards. <i>(Substantially More Severe Significant Impact)</i>	Mitigation Measure 3.4-4: Implement roadway improvements for Roblar Road identified in Mitigation Measure 3.4-3.	Significant and unavoidable
Impact 3.4-5: The proposed modifications to the Stony Point Road and Roblar Road intersection, to not include a southbound right-turn lane, could affect long-term level of service conditions during the weekday a.m. and p.m. peak hours, and Saturday peak hour. <i>(No New or Substantially More Severe Significant Impact, After Mitigation)</i>	Mitigation Measure 3.4-5: Optimize the traffic signal timing at the intersection of Stony Point Road and Roblar Road to reflect projected future turning movement traffic volumes.	Less than significant
3.5 Hazardous Materials		
Impact 3.5.1: Hazardous materials (e.g., petroleum products) transported to and used on construction sites associated with the proposed modifications to the Use Permit could be spilled or otherwise released through improper handling or storage. <i>(No New or Substantially More Severe Significant Impact)</i>		
3.6 Cultural Resources		
Impact 3.6-1: The proposed modifications to the Use Permit could cause a substantial adverse change in the significance of a historical resource. <i>(No New or Substantially More Severe Significant Impact)</i>		
Impact 3.6-2: The proposed modifications to the Use Permit could cause a substantial adverse change in the significance of an archaeological resource. <i>(No new or Substantially More Severe Significant Impact, After Mitigation)</i>	Mitigation Measure 3.6-2: Archaeological monitoring of ground-disturbing construction activities associated with the relocation of Americano Creek and also those associated with Roblar Road widening/reconstruction near ARS 10-016-01 and ARS 10-016-02. Archaeological monitoring shall be conducted for any ground-disturbing construction activities associated with the relocation of Americano Creek, and also any ground-disturbing	Less than significant

TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.6 Cultural Resources (cont.)		
Impact 3.6-2 (cont.)	<p>construction activities associated with Roblar Road widening/reconstruction activities that are within 200 feet of previously recorded archaeological resources ARS 10-016-01 and ARS 10-016-02. Monitoring shall be required for all surface alteration and subsurface excavation work in these areas, including grubbing, cutting, trenching, grading, use of staging areas and access roads, and driving vehicles and equipment. The archaeological monitoring shall be under direction of an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology (Supervising Archaeologist). An archaeological monitor shall be present during the specified construction ground-disturbing activities according to a schedule agreed upon by the Supervising Archaeologist and County until the Supervising Archaeologist has, in consultation with the County, determined that construction activities could have no impacts on any potentially significant archaeological resources. Archaeological monitors shall record and be authorized to temporarily collect soil samples and artifactal/ecofactual material, as warranted, for analysis. All recovered artifacts and samples not associated with human remains will be photographed on-site and removed to a secure location for temporary storage, cleaning and processing. On completion of the project, all retained artifacts and samples with a potential to increase our knowledge of the past will be permanently curated in a facility that meets the standards and guidelines of the Secretary of the Interior, as required by CEQA.</p> <p>Archaeological monitors and the Supervising Archaeologist shall be empowered to temporarily redirect construction crews and heavy equipment until any potential archaeological material, including human remains, is evaluated, if suspected archaeological material, including human remains, is identified during monitoring, the procedures set forth in Mitigation Measure K.1b of the Final EIR shall be implemented. These measures consist of: halting construction activities at the location of the suspected archaeological material; inspection and significance assessment of the find by a qualified archaeologist (i.e., one meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology [Supervising Archaeologist]); and, if the find is determined to be a potentially significant archaeological resource under CEQA, pursuant to CEQA Guidelines Section 15064.5, development of a management plan for the resource, consistent with CEQA and County requirements and policies.</p> <p>The management plan shall be developed and implemented in accordance with PRC Section 21083.2 and CEQA Guidelines Section 15126.4(b)(3), and shall recommend preservation in place or, if preservation in place is not feasible, data recovery through excavation. If preservation in place is feasible, this may be accomplished through one of the following means: (1) modifying the construction plan to avoid the resource; (2) incorporating the resource within open space; (3) capping and covering the resource before building appropriate facilities on the resource site; or (4) deeding resource site into a permanent conservation easement.</p> <p>If the Supervising Archaeologist determines that any archaeological material identified during construction may have association with Native Americans, relevant Native American representatives (already identified by the California Native American Heritage</p>	

**TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES**

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.6 Cultural Resources (cont.)		
<p>Impact 3.6-2 (cont.)</p>	<p>Commission as the Federated Indians of Graton Rancheria) shall inspect the find within 24 hours of discovery and the County shall consult with potentially interested Native American representatives in developing the management plan for the resource and to determine if the resource qualifies as a tribal cultural resource, as defined in PRC Section 21074.</p> <p>If preservation in place is not feasible, the Supervising Archaeologist shall prepare and implement, in coordination with the County and relevant Native American representatives (if applicable), a detailed treatment plan to recover the scientifically consequential information from and about the resource, which shall be reviewed and approved by the County prior to any excavation at the resource's location. Treatment of unique archaeological resources shall follow the applicable requirements of PRC Section 21063.2. Treatment for most resources, though not tribal cultural resources, would consist of (but would not be not limited to) sample excavation, artifact collection, site documentation, and historical research, with the aim to target the recovery of important scientific data contained in the portion(s) of the significant resource to be impacted by the project. The treatment plan shall include provisions for analysis of data in a regional context, reporting of results within a timely manner, curation of artifacts and data at an approved facility, and dissemination of reports to local and state repositories, libraries, and interested professionals. Treatment for tribal cultural resources shall be determined through the consultation between the County and relevant Native American representatives (see Impact 3.6-5). After implementation of the management plan and treatment plan (if required), the Supervising Archaeologist shall submit a final report to the County, and relevant Native American representatives (if applicable), detailing their implementation and results.</p> <p>If human remains are encountered, construction ground-disturbing activities within 100 feet of the find shall halt and the protocol set for in PRC Section 5097.98, including notifying the Sonoma County Coroner and, if needed, the California Native American Heritage Commission, shall be followed.</p> <p>Resumption of ground-disturbing activities within 100 feet of any find shall only occur with written permission of the County.</p>	
<p>Impact 3.6-3: The proposed modifications to the Use Permit could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. <i>(No New or Substantially More Severe Significant Impact)</i></p>		
<p>Impact 3.6-4: The proposed modifications to the Use Permit could disturb human remains, including those interred outside of formal cemeteries. <i>(No New or Substantially More Severe Significant Impact, After Mitigation)</i></p>	<p>Mitigation Measure 3.6-4: Implement Mitigation Measure 3.6-2.</p>	<p>Less than significant</p>

TABLE ES-1 (CONTINUED)
SUMMARY OF IMPACTS AND MITIGATION MEASURES

Environmental Impact	Mitigation Measures	Level of Significance after Mitigation
3.6 Cultural Resources (cont.)		
Impact 3.6-5: The proposed modifications to the Use Permit could cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074. <i>(No New or More Significant Impact, After Mitigation)</i>	Mitigation Measure 3.6-5: Implement Mitigation Measure 3.6-2.	Less than significant
3.7 Other Environmental Topics		
Noise and Vibration	<p>Revise Final EIR Mitigation Measure E.8m as follows:</p> <p>Roadway widening <u>and creek relocation</u> construction activities for this project shall be restricted as follows:</p> <ul style="list-style-type: none"> • All internal combustion engines used during construction of this project shall be operated with mufflers that meet the requirements of the State Resources Code, and, where applicable, the Vehicle Code. • Except for actions taken to prevent an emergency, or to deal with an existing emergency, all construction activities shall be restricted to the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 7:00 p.m. on weekends and holidays. Only work that does not require motorized vehicles or power equipment shall be allowed on holidays. If work outside the times specified above becomes necessary, the resident engineer shall notify the PRMD Environmental Review Division as soon as practical. 	Less than significant