

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

TUESDAY

OCTOBER 9, 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

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

**AND
REGIONAL PARKS**

1. Mark West Creek Regional Park & Open Space Preserve (0530) Transfer and Acquisition: Approve resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District and the Board of Supervisors of the County of Sonoma taking the necessary actions to transfer and acquire properties comprising the Mark West Creek Regional Park & Open Space Preserve subject to a conservation easement and a recreation conservation covenant and making related determinations. (First and Fourth Districts)(4/5th Vote Required)

**SONOMA COUNTY WATER AGENCY/
OCCIDENTAL COUNTY SANITATION DISTRICT**

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

**AND
TRANSPORTATION AND PUBLIC WORKS**

2. Occidental Sewer Force Main Project:
Concurrent Actions:
 - A) The Board of Directors of the Occidental County Sanitation District find and determine that the proposed contract with the County of Sonoma to replace the damaged and aging pipeline during the County's Project is the most economical to perform this work and that it is in the best interests of the District and the public; and
 - B) Authorize Sonoma County Water Agency's General Manager acting on behalf of Occidental County Sanitation District, and the Director of County of Sonoma Transportation and Public Works to execute an agreement for County of Sonoma Transportation and Public Works Department to perform sewer force main pipe replacement through December 31, 2018 in the not-to-exceed amount of \$57,700.
 - C) Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of \$57,700.
(4/5th Vote Required) (Fourth District)

SONOMA COUNTY WATER AGENCY

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

3. Environmental Systems Research Institute, Inc. - Enterprise Advantage Program and, As-Needed Database and Web Development Services:
 - A) Authorize Sonoma County Water Agency's General Manager to execute a two-year agreement with Environmental Systems Research Institute, Inc. - Enterprise Advantage Program subscription and support services through approximately October, 2020 in the amount of \$172,000. The Agreement will provide technical support to deploy a cloud computing environment for Sonoma County Water Agency's Geographic Information Systems data, which will support advanced technical projects, facilitate data sharing with external agencies, and provide secured backup data to improve resiliency and ensure continuity of operations during future disasters.
 - B) Authorize Sonoma County Water Agency's General Manager to execute the First Amended Agreement for As-Needed Database and Web Development Services with Dina Luvishis to provide Geographic Information Systems database programming and maintenance increasing the amount by \$180,000, and extending the agreement term by two years for a new not-to-exceed agreement total of \$230,000 and end date of February 28, 2021.
 - C) Authorize the Sonoma County Water Agency's General Manager to terminate the agreements in accordance with their respective termination clauses.
 - D) Adopt a resolution authorizing adjustments to Sonoma County Water Agency's Fiscal Year 2018-2019 adopted budget for the General Fund in the amount of \$237,000 for Environmental Systems Research Institute, Inc. - Enterprise Advantage Program.
(4/5th Vote Required)

4. 2018 Local Hazard Mitigation Plan:

Adopt a Resolution approving the Sonoma County Water Agency 2018 Local Hazard Mitigation Plan, which will help prepare for natural and other disasters by identifying physical vulnerabilities and developing strategies to alleviate their impacts. The preparation, approval, and adoption of the Plan are required in order to obtain Federal Emergency Management Agency funds.

5. Warm Springs Hydropower Non-Disclosure Agreement:
 - A) Authorize the Sonoma County Water Agency's General Manager to execute a Non-Disclosure Agreement with Sonoma Clean Power to enable confidential discussions and negotiations between the parties regarding the potential sale of power from the Agency's Warm Springs Dam Hydroelectric Power Facility. Selling hydroelectric power to Sonoma Clean Power would increase revenues and allow local renewables to benefit the community.
 - B) Authorize the Sonoma County Water Agency's General Manager to terminate the Agreement, if appropriate. (Fourth District)

COUNTY ADMINISTRATOR

6. Recovery Update:

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.

GENERAL SERVICES/HEALTH SERVICES

7. Lease Renewal for the Department of Health Services at 625 5th Street, Santa Rosa: Authorize the General Services Director to execute a lease renewal with Sonoma Commercial Investors L.P. as Landlord for 38,473 rentable square feet of office space at 625 5th Street, Santa Rosa, for a term of 6 years; rental payment of \$72,137 per month for the first three-years (\$865,644 per year), and tenant improvements completed by the landlord, in support of saving the Department of Health Services' Public Health Division an estimated \$1,554,935 over the 6 year lease term (2nd action).

HUMAN RESOURCES

AND

SONOMA COUNTY WATER AGENCY

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

8. Additional negotiated provisions of the Memorandum of Understanding as part of the extension between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39):
Adopt a Concurrent Resolution approving additional negotiated provisions to the one-year extension to the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) for the period of July 2, 2018 through July 1, 2019.

PERMIT AND RESOURCE MANAGEMENT

9. Issue a roiling permit (Ordinance No. 3836R) to Christopher McCook; ROI18-0006:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Christopher McCook for emergency bank repair along the bank of the Russian River below his private residence located at 21786 Moscow Road in the Town of Monte Rio. (4/5th Vote Required) (Fifth District)

REGIONAL PARKS

10. Cannon Lane Improvements:
A) Approve specifications, plans, design and forms for the construction of the Cannon Lane – Road Improvements project.
B) Award the Construction for the Cannon Lane – Road Improvements project for overlay paving work for maintenance and safety. To improve paving conditions on Cannon Lane as described in the base bid, additive alternative 1, and additive alternative 2, to Pat Nelson Construction, in the amount of \$302,308.00.
(Second District)
11. Lower Russian River Trail Feasibility Study – Award Consultant Contract:
Authorize Chairperson of the Board of Supervisors to execute a professional service agreement in the amount of \$664,038 with Alta Planning + Design, Inc. to prepare the Lower Russian River Trail Feasibility Study. (Fifth District)

TRANSPORTATION AND PUBLIC WORKS

12. FY 2019 SB1 State of Good Repair Grant Program:
Adopt a resolution approving the SB1 State of Good Repair Project List for Fiscal Year 2018-19 for the County of Sonoma/Sonoma County Transit.

APPOINTMENTS/REAPPOINTMENTS

13. Approve the appointment of Tim Zahner to the Sonoma County Tourism Board, effective October 9, 2018 and expiring on October 9, 2019. (First District)
14. Approve the appointment of Tamara Murrell to the Commission on Human Rights for a two year term beginning on October 1, 2018 and ending on October 1, 2020. (Fifth District)
15. Approve the reappointment of Karissa Kruse to the Sonoma County Tourism Board for a two year term beginning June 30, 2018 and ending June 30, 2020. (Fifth District)
16. Approve the reappointment of Jessica Wood to the Commission on the Status of Women for a two-year term beginning on October 9, 2018 and ending on October 9, 2020. (Fifth District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

(Item 17 will be presented at 8:45 A.M., items 18 through 21 will be presented at 1:30 P.M)

PRESENTATION AT 8:45 A.M.

(Item 17)

17. Adopt a Gold Resolution in appreciation of State and Federal Representative support of Sonoma County's disaster response and recovery efforts from the Sonoma Complex Fires of 2017. (County Administrator)

PRESENTATIONS AT 1:30 P.M.

(Items 18 through 21)

18. Adopt a Gold Resolution Commending KSRO for Outstanding Public Service and News Coverage of the 2017 Sonoma Complex Fires. (First District)
19. Approve Gold Resolution Declaring October 9 through October 31 as Binational Health Care week. (Fourth District)
20. Adopt a Gold Resolution proclaiming October 7-13, 2018, as Fire Prevention Week in Sonoma County. (Fire and Emergency Services)
21. Adopt a Gold Resolution proclaiming October 2018 to be Domestic Violence Awareness Month in Sonoma County. (District Attorney, Probation, Sheriff's Office, Health Services, Human Resources – Commission on the Status of Women, Human Services)

PRESENTATIONS ON A DIFFERENT DATE

22. Adopt a gold resolution proclaiming October 7 to October 13, 2018 as Mental Health Awareness Week in Sonoma County. (Health Services)

III. 8:45 A.M. - PRESENTATIONS/GOLD RESOLUTIONS

IV. 9:45 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.)

V. REGULAR CALENDAR

HUMAN RESOURCES

23. Approval of Article 19 – Medical Benefits for Future Retirees – in the 2018/2019 Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association:
Adopt a Resolution approving Article 19 – Medical Benefits for Future Retirees – that was negotiated as part of the 2018/2019 Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Law Enforcement Association.
24. Approval of Article 16 – Medical Benefits for Future Retirees – in the 2018/2019 Memorandum of Understanding between the County of Sonoma and the Sonoma County Public Defender Investigator’s Association:
Adopt a resolution approving Article 16 of the extension to the Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Public Defender Investigator’s Association.
25. Approval of Article 6 - Medical Benefits for Future Retirees - of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Management Association:
Adopt a Resolution approving Article 6 – Medical Benefits for Future Retirees – that was negotiated as part of the 2018/2019 Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Law Enforcement Management Association.

REGIONAL PARKS

26. Tolay Lake Regional Park Master Plan and Environmental Impact Report:
Hold a public hearing and Adopt a Resolution that:
- A) Certifies the Final Environmental Impact Report for the Tolay Lake Regional Park Master Plan;
 - B) Adopts a statement of overriding considerations for the project;
 - C) Approves the Tolay Lake Regional Park Master Plan;
 - D) Amends the General Plan land use designation and zoning of the eight (8) park parcels from LEA (Land Extensive Agriculture) and LIA (Land Intensive Agriculture) to PQP (Public Quasi Public) and PF (Public Facilities), respectively; and
 - E) Designates the park property as an “Existing Park” on the General Plan Open Space maps.
 - F) Extend the Memorandum of Agreement (MOA) for the Tolay Lake Regional Park Master Plan and Environmental Review Process Between the County of Sonoma and the Federated Indians of Graton Rancheria (FIGR), to October 9, 2019.
- (Second District)

COMMUNITY DEVELOPMENT COMMISSION

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

27. **11:45 A.M.** - Homeless Update and System Redesign:
- A) Authorize the Homeless System Redesign Plan and formation of the new Leadership Council and Technical Advisory Committee (TAC) of the new Sonoma County Homeless System of Care, the HUD-mandated Continuum of Care Program for Sonoma County.
 - B) Authorize and appoint two members of the Sonoma County Board of Supervisors to the nine-member Leadership Council of the Sonoma County Homeless System of Care.
 - C) Authorize the revised Declaration of Shelter Crisis for Sonoma County to receive State Homeless Emergency Aid Program funding and rescind the July 10th, 2018 Declaration.
 - D) Authorize the Sonoma County Community Development Commission as the Administrative Entity designated by the Sonoma County Continuum of Care to apply for and receive California Emergency Solutions and Housing Program (CESH) funds.
- (4/5th Vote Required)

VI. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VII. CLOSED SESSION CALENDAR

28. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel –Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4) (1 matter).
29. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation. Potential initiation of litigation pursuant to Government Code section 54956.9(d)(4). 6 Potential Cases.
30. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – County of Sonoma v. Rosemary Jensen; Sonoma County Superior Court Case No. SCV 258993 (Government Code Section 54956.9(d)(1).)
31. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

VIII. REGULAR AFTERNOON CALENDAR

- 32. RECONVENE FROM CLOSED SESSION
- 33. REPORT ON CLOSED SESSION

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

GENERAL SERVICES/COUNTY COUNSEL
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT/
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

- 34. Introduction of Ordinance Vacating Approval of the Chanate Campus Development and Disposition Agreement By Rescinding Ordinance No. 6205:
 - A) Adopt a Resolution reading title of and waiving further reading of the proposed ordinance;
 - B) Introduce Ordinance Rescinding Ordinance No. 6205 and vacating the approval of the Development and Disposition Agreement to sell the Chanate Campus to Chanate Community Development Partners, LLC (first reading);
 - C) Consider options for and provide direction to Staff on the future of the Chanate Campus including: (i) completing an environmental review and re-entering a new Development and Disposition Agreement to sell the Chanate Campus to Chanate Community Development Partners, LLC; (ii) engaging in a new surplus process to sell the Chanate Campus; and (iii) exploring options to combine disposition of the Chanate Campus with the facility planning process for the County Government Center.
 - D) Direct staff to explore ways to protect Parcel J as an open space resource.
(4/5th Vote Required)

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

- 35. 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>)

36. **ADJOURNMENT**

NOTE: The next Regular meeting will be held on October 16, 2018, at 8:30 a.m.

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

- October 16, 2018 - Permit and Resource Management – Roblar Road Quarry, File UPE16-0058
- October 16, 2018 - Permit and Resource Management – Cannabis Ordinance Amendments
- October 23, 2018 - Permit and Resource Management – PLP05-0062 Hale 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: The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District and the Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Stuart Martin, SCAPOSD 565-7362;
Steve Ehret, SCR 565-1107

Supervisorial District(s):

1st and 4th

Title: Mark West Creek Regional Park & Open Space Preserve (0530) Transfer and Acquisition

Recommended Actions:

Approve resolutions of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District and the Board of Supervisors of the County of Sonoma taking the necessary actions to transfer and acquire properties comprising the Mark West Creek Regional Park & Open Space Preserve subject to a conservation easement and a recreation conservation covenant and making related determinations.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District and Sonoma County Regional Parks have partnered to assemble 1,192 acres for a new regional park, the Mark West Creek Regional Park & Open Space Preserve, which lies off Porter Creek Road just northeast of Santa Rosa. The centerpiece of the new park and preserve is over 2.5 miles of Mark West Creek, its tributaries, and an extensive riparian woodland which provides protection of endangered species and significant natural habitat. In addition, the park and preserve will provide a variety of public recreation and education opportunities. This Board item will approve the transfer of the Sonoma County Agricultural Preservation and Open Space District-owned properties to the County of Sonoma; will authorize the acquisition by Sonoma County Regional Parks of the final desired park addition, the Cresta 3 property; will provide Sonoma County Agricultural Preservation and Open Space District funding to Sonoma County Regional Parks for initial public access and operations and maintenance; and, will authorize Sonoma County Regional Parks to convey a conservation easement and a recreation conservation covenant to the Sonoma County Agricultural Preservation and Open Space District covering the entire park and preserve.

Discussion:

Background/Significance

Since 2002, the Sonoma County Agricultural Preservation and Open Space District (“Ag + Open Space”) has acquired and holds title to five Mark West properties: Cresta 1 (APNs 079-090-008, &-016), McCullough 1 (APNs 028-060-047, -048, -053, -054, -056, -062, -063, & 028-070-036), McCullough 2 (028-060-064, -066 & -067), Cresta 2 (079-090-013 & 014), and Wendle (028-060-058) (“Ag + Open Space-Owned Properties”). In addition, Ag + Open Space acquired a conservation easement over a portion of McCullough 1 prior to the purchase of the McCullough fee interest. These properties, with the addition of the proposed Cresta 3 property (APN 079-090-015), will make up the future Mark West Creek Regional Park & Open Space Preserve, and are collectively referred to as the “Mark West Properties”. The project will be 1,192 acres. The transfer of the Ag + Open Space-Owned Properties to Sonoma County Regional Parks (“Parks”), the acquisition by Parks of the Cresta 3 property, and the conveyance by Parks to Ag + Open Space of a conservation easement and a recreation conservation covenant covering the Mark West Properties make up the project (“Project”).

The Ag + Open Space-Owned Properties were acquired for a total cost of \$23,386,500 which consists of \$22,916,500 in Measure F sales tax revenue funds and \$470,000 in other funds. John McCullough donated \$850,000 from the sale of McCullough 1 to the Regional Parks Foundation to help realize the future Mark West Creek Regional Park & Open Space Preserve. Out of this \$850,000, \$150,000 was used for the Cresta 2 acquisition. The California State Department of Parks and Recreation Habitat Conservation Fund is contributing \$320,000 in Habitat Conservation Funds to be distributed equally between the Wendle acquisition (\$160,000) and the McCullough 2 acquisition (\$160,000).

The Mark West Properties contain a large riparian area associated with Mark West Creek, Porter Creek, and Mill Creek. The acquisition of Cresta 3 will protect an additional .5 miles of Porter Creek. Porter Creek and Mill Creek flow into Mark West Creek. Mark West Creek is one of the few creeks in the Russian River watershed that supports populations of endangered Coho Salmon and Steelhead. The Project will protect about 2.5 lineal miles of Mark West Creek and its associated riparian area which provides a contiguous wildlife corridor for many species, and protects water quality in the creek.

Much of the Mark West Properties provide a scenic vista from Porter Creek Road, a designated Scenic Corridor. Riparian restoration work is taking place in the large meadow located on the Cresta 1 property. The restoration work will expand the Mark West Creek riparian area to restore habitat and increase flood protection.

On October 8, 2017, the Tubbs fire damaged all of the Mark West Properties to varying degrees. A number of buildings were destroyed on the McCullough 2, Wendle, and Cresta 3 properties. As a result, Parks and Ag + Open Space fell out of contract on Wendle and Cresta 3. After reappraising Wendle and Cresta 3, new purchase contracts were renegotiated after the fire.

In addition, the fire damaged vegetation in a patchwork fashion throughout all of the Mark West Properties. The damage varied by species type and location, and some locations were completely untouched. Most of the fire-resistant vegetation, especially redwood and oak, are recovering well. Other species such as bay and big leaf maple are re-sprouting from their stumps and growing quickly. The Project will provide a living example of how fire impacts landscapes, and how nature recovers from fire.

Transfer Agreement

Upon a four-fifths vote of its Board of Directors, Ag + Open Space will transfer the Ag + Open Space-Owned Properties to Parks pursuant to California Public Resources Code Section 5540.6, which allows Ag + Open Space to convey an Ag + Open Space property to another public agency for park or open space purposes, subject to certain specified conditions. Parks intends to accept the conveyance of the Ag + Open Space-Owned Properties and record a Certificate of Acceptance.

In accordance with Public Resources Code Sections 5546 and 5540.6, Ag + Open Space and Parks propose to enter into a Transfer Agreement that commits each agency to the following outcomes, amongst others:

1. Transfer of the Ag + Open Space-Owned Properties to the County, to be managed by Parks.
2. Recordation of a conservation easement to protect the natural, scenic, and recreational values of the Mark West Properties.
3. Recordation of a recreation conservation covenant to ensure that the Mark West Properties remain available for public outdoor recreation and education purposes in perpetuity.
4. \$2,024,756 in Ag + Open Space funding to be made available to Parks through reimbursement for Initial Public Access and Operation and Maintenance (“IPAOM”) activities on the Mark West Properties.
5. Reimbursement to Ag + Open Space for certain acquisition costs totaling \$370,000;
6. Tenant relocation costs will be paid by Ag + Open Space if the tenant relocates within the first three years after closing.

Ag + Open Space and Parks propose to close the Cresta 3 acquisition and to transfer the Ag + Open Space-Owned Properties by November 26, 2018. Parks intends to provide interim access to the Mark West Creek Regional Park & Open Space Preserve shortly after closing, and then to open the Mark West Properties to the general public within five years from the date of transfer.

Conservation Easement and Recreation Conservation Covenant

When the County receives title to the all of the Mark West Properties, it will convey to Ag + Open Space a conservation easement that generally limits uses and activities to natural resource protection and recreational and educational uses. In addition, the conservation easement requires that revenue generated on the Mark West Properties be utilized to offset expenses operating the Mark West Creek Regional Park & Open Space Preserve.

Ag + Open Space will also receive a recreation conservation covenant over all the Mark West Properties, obligating the County to provide public access in perpetuity. Pursuant to the recreation conservation covenant, the Mark West Properties will be opened to the general public for outdoor recreational and educational use. In connection with the recreation conservation covenant, the County will record an irrevocable offer of dedication that will allow transfer of the Mark West Properties back to Ag + Open Space should, in the future, Parks, for any reason, be unable to keep the Mark West Properties open to the public.

Funding: IPAOM Funding Request

Parks has requested funds from Ag + Open Space pursuant to Ag + Open Space’s IPAOM policy, which allows Ag + Open Space to provide funding for a period of three years after transfer to operate and maintain as well as to assist in providing initial public access on recreational properties purchased with Ag + Open Space funds.

Parks has requested \$1,450,900 for completing initial public access improvements on the Mark West Properties, specifically for planning, California Environmental Quality Act (“CEQA”), permitting, trail construction, repairs, bridge replacement, and signage necessary to provide initial public access. Park staff will conduct regular guided outings for the public to experience a "Park Preview" while the capital improvements are completed for public access. Additionally, Parks will organize a series of guided outings with transportation to provide equitable opportunities for youth and families from across Sonoma County to experience the park while becoming more informed about the missions of Ag + Open Space and Parks.

Parks has also requested \$573,856 for cost of Operations and Maintenance during the first three years of ownership.

Finally, Parks has requested Ag + Open Space funding for a new bridge across Porter Creek to serve the main entrance to the Mark West Creek Regional Park & Open Space Preserve. This type of improvement is not a qualified expenditure pursuant to Ag + Open Space’s IPAOM policy except in extraordinary circumstances. Ag + Open Space staff have found that this request meets the criteria for an extraordinary circumstance because the existing bridge is not suitable for continued safe use. The bridge provides the only access over Porter Creek to the existing infrastructure and to the public staging area. Therefore, construction of the new bridge is necessary to provide initial public access of the park and preserve. The cost of the bridge is included in the total IPAOM funding amount above. Ag + Open Space staff is recommending that the Board of Directors approve the bridge funding.

In summary, Parks’ total request for IPAOM funding is \$2,024,756.

IPAOM Fund Status

Upon a Majority vote of the Board of Directors, and in accordance with Ag + Open Space’s Measure F Expenditure Plan and its IPAOM Policy, Ag + Open Space may expend up to 10% of its sales tax revenue on initial public access, operation and maintenance. As of June 30, 2018, Ag + Open Space had an estimated \$6,490,012 available in this fund. In addition to the existing reserve, Ag + Open Space will record 10% of annual open space tax revenue each year (annual average estimate is over \$2.2 M) into this fund, as outlined below. Multi-year agreements are encumbered on a per year basis. Funds for future years are considered as committed.

Beginning fund balance as of June 30, 2018	\$6,490,012
Budgeted 10% of FY 2018-19 Sales Tax revenues	2,304,363
Expenditures budgeted for FY 2017-18	(2,877,500)
Encumbered funds as of July 1, 2018	(290,416)
IPAOM Request for Mark West Creek Regional Park & Open Space Preserve	(2,024,756)
Committed Funds as of July 1, 2018	<u>(1,185,745)</u>
Projected Ending Fund Balance as of June 30, 2019	<u><u>\$2,415,958</u></u>

In addition, Ag + Open Space anticipates requests from Parks for Carrington Ranch and from the Wildlands Conservancy for the Estero Americano property this fiscal year (2018-19).

Cresta 3 Acquisition

Project Summary

The Cresta 3 project is the fee acquisition of the 46.43-acre Cresta Ranch for the purpose of adding it to the future Mark West Creek Regional Park & Open Space Preserve. William J. Cresta, one of the three owners, will be granted a life estate over about 0.75 acres containing his existing house. Ag + Open Space is assigning its purchase agreement to Parks prior to closing so title will go directly to the County of Sonoma. Ag + Open Space will receive a conservation easement and recreation conservation covenant over all of the Mark West Properties, including Cresta 3, in the same escrow. Ag + Open Space's IPAOM funding for the Mark West Properties also includes Cresta 3.

Background/Project Significance

Cresta 3 is located adjacent to Porter Creek Road northeast of Santa Rosa. The Cresta 3 property is adjacent to Cresta 2 and McCullough 1. Cresta 3 straddles 0.5 miles of Porter Creek upstream from its confluence with Mark West Creek. Cresta 3 also contains numerous buildings and related infrastructure including, equestrian facilities, a well, graveled parking area, main entry road access to Porter Creek Road, and a bridge across Porter Creek. The remainder of the property contains pasture, oak woodland, and riparian woodland.

The Cresta 3 acquisition will provide many important and essential amenities for the future park including the main access point for the public and park staff, public parking, the main trailhead, a location for park staff living quarters, and operations and maintenance facilities. Finally, the large horse arena and stables provide equestrian facilities. In addition to the benefit of the existing facilities that are very useful for the park operations, this acquisition avoids having to develop substantial park infrastructure in a location where development would have more impacts on the scenic and natural resources.

Appraisal and Fiscal Oversight Commission "(FOC)"

An appraisal was conducted by Andrew Plaine dated January 5, 2017 and updated March 5, 2018. Mr. Plaine valued the Cresta 3 fee interest at \$1,700,000. The life estate for William J. Cresta was valued separately at \$50,000. The Cresta 3 net value, subject to the life estate, is therefore \$1,650,000.

Ag + Open Space's FOC reviewed the appraisal at its April 5, 2018 meeting and determined that a payment for up to the appraised value would not exceed fair market value for the acquisition of the fee interest subject to the grant of the life estate. (Resolution No. 2018-003).

On October 5, 2017 and Sept. 20, 2018, the District's Fiscal Oversight Commission determined that it can be reasonably concluded that the cumulative value of the conservation easement and recreation covenant to be received by the District is not less than the fair market value of the restricted fee interest the District is conveying. (Resolution # 2017-007 and 2018-008).

Grant Funding

In fiscal year 2013-14, Parks was awarded a \$320,000 Habitat Conservation Fund grant to assist with land acquisition for the Mark West Creek Regional Park & Open Space Preserve. The grant is administered by the California Department of Parks and Recreation. The primary purpose of the grant is to acquire approximately 322 acres as a portion of the future Mark West Creek Regional Park & Open Space Preserve including protecting endangered Coho and Steelhead habitat. The grant was originally awarded for Cresta 2 and another potential acquisition. The grant was amended to apply to the Wendle and McCullough 2 properties when they became available after the grant was awarded. The grant requires deed restrictions which run for 20 years in the form on file with the Clerk. The two properties subject to the deed restriction must be open to the public and protect natural resources during the deed restriction period. The grant will be distributed after closing.

Cresta 3- William J. Cresta Life Estate

As a condition of selling his property, William J. "Bill" Cresta, one of the owners of Cresta 3, requested a life estate for himself so he could stay in his current house for his lifetime. The life estate area totals approximately .75 acres, not including a road easement for access to Porter Creek Road. The life estate area includes a house, parking area, and a small pasture/garden. The life estate was valued by Andrew Plaine at \$50,000. The life estate property will revert to the County of Sonoma upon termination of the life estate. The life estate agreement will be senior to the conservation easement, but there are restrictions added to the life estate to prevent activities that are in conflict with the protection of natural resources. The life estate will be recorded at the time of acquisition. Upon the expiration of Mr. Cresta's life estate, a quitclaim from Mr. Cresta will be recorded to clarify the County's title to the land.

Cresta 3-Lease and Relocation

Currently, there is one lease on the Cresta 3 property for the equestrian facilities. The horse facilities and associated pasture were leased up to August 21, 2017 to Equi-Ed, a horse riding therapy non-profit. Currently, Equi-Ed is staying on a month-to-month basis until closing. Parks has initiated discussions to create a new multi-year lease after closing.

Under State and Federal law, public agencies are required to pay relocation costs for tenants on the property. Ag + Open Space staff hired Kathy Wood, a relocation expert, to provide replacement housing valuation reports, relocation assistant services, and general relocation consulting. Via the proposed Transfer Agreement, Ag + Open Space will pay relocation costs until the end of the first lease in effect after closing, if applicable, or for three years, whichever is shorter. The County of Sonoma will be responsible for relocation costs after that date. Relocation costs are estimated to be \$100,000. These costs may change depending upon the timing of the tenant's moving out.

Original Conservation Easement – Amend and Replace

Ag + Open Space purchased the 285-acre McCullough conservation easement (“Original Conservation Easement”) in 2002 over a portion of the McCullough 1 property. The Original Conservation Easement was purchased to protect the natural resources found along a two mile length of Mark West Creek and its associated riparian area, grassland, and woodland. The Original Conservation Easement removed all subdivision rights, and allowed a 5-acre building envelope for one future 3,500 square foot residence, associated accessory residences, a 1,000 square foot garage, pool, utilities, roads, and other improvements associated with a home site. The building envelope could be located in one of two places. The Original Conservation Easement allowed for the restoration of an older residence for recreational use in another building envelope. In addition, the Original Conservation Easement allowed low intensity recreational use including hiking, horseback riding, hunting, and nature study. Finally, the Original Conservation Easement required organized and docent-led public access at least six times per year for recreational and educational purposes over a network of existing roads and trails.

The New Mark West Conservation Easement will cover all of the Mark West Properties. It will be significantly more restrictive than the existing Original Conservation Easement within the existing conservation easement footprint by eliminating virtually all development rights and associated improvement rights, and by eliminating hunting. In addition, amending and replacing the existing conservation easement will provide a variety of benefits to the park and preserve and its natural resources.

Ag + Open Space has used state of the art technology to determine areas of higher ecological importance associated with Mark West Creek to craft the new Mark West conservation easement, which restricts or eliminates existing and future roads and trails in those areas, where previously such uses may have been allowed under the Original Conservation Easement. In addition, compliance with and administration of a single conservation easement will be easier for both Parks and Ag + Open Space. Finally, the new Mark West conservation easement will clarify and update older easement language, which will improve both parties’ ability to administer and comply with the easement. Because the new Mark West conservation easement has all of these qualities, as further documented in the Board’s resolution, the amendment and replacement of the Original Conservation Easement is consistent with the Ag + Open Space’s Conservation Easement Amendment Policy.

Conformance with Adopted Plans

2020 Sonoma County General Plan

The Project is consistent with 2020 Sonoma County General Plan because the Mark West Properties are identified as a future park on the Open Space Plan map, and because a large portion of the Project area is highly visible from Porter Creek Road, a designated Scenic Corridor. The transaction supports the following General Plan goals:

1. Maintaining important open spaces around the county’s cities in a largely open or natural character. (LU-5)
2. Preserving important biotic resource areas and scenic features with consistent uses and intensities. (LU-10)

3. Preserving roadside landscapes that have a high visual quality as they contribute to the living environment of local residents and to the county's tourism economy. (OSRC-3)
4. Protecting and enhancing the county's natural habitats and diverse plant and animal communities. (OSRC-7), and particularly the riparian corridors and functions along Porter Creek. (OSRC-8)
5. Establishing a countywide park and trail system that meets future recreational needs of the county's residents while protecting agricultural uses, with an emphasis on trails near urban areas and on public lands. (OSRC-17)

Ag + Open Space Acquisition Plan: Connecting Communities and the Land

The Project is consistent with Ag + Open Space's Acquisition Plan, *Connecting Communities and the Land*, in the Greenbelts and Scenic Hillside category, the Water, Wildlife and Natural Areas category, and the Recreation and Education category, specifically in policies to:

1. Protect scenic lands and prominent natural features that contribute to the unique identity of communities.
2. Preserve natural systems and lands that support diverse biological resources; and protect habitats important for the conservation and restoration of rare, threatened or endangered species.
3. Protect lands that provide viable habitat linkages for wildlife.
4. Protect lands that promote public access in proximity to urban communities; and ensure that Ag + Open Space-protected lands are managed to protect conservation values while allowing compatible public recreational and educational uses.

Ag + Open Space Fee Lands Strategy

The transfer of the Ag + Open Space-Owned Mark West Properties is identified as Tier One in the Fee Lands Strategy.

Ag + Open Space Expenditure Plan

The Project is consistent with Ag + Open Space's Expenditure Plan because it protects the view from a designated Scenic Corridor; preserves a wildlife habitat corridor connected to neighboring protected lands; protects 2.5 miles of Mark West Creek, 0.5 miles of Porter Creek, and about 0.5 miles of Mill Creek all of which provide riparian restoration opportunities; and, provides public recreation that is consistent with protection of these values.

The IPAOM funding request is also consistent with Ag + Open Space's Expenditure Plan.

California Environmental Quality Act ("CEQA")

The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District must make findings under CEQA for both the proposed transfer of the Ag + Open Space-Owned Properties, receipt of a conservation easement and recreation conservation covenant, and for decisions regarding proposed funding. Ag + Open Space's transfer of Ag + Open Space-Owned Properties and receipt of the conservation easement and recreation conservation covenant are categorically exempt from CEQA pursuant to 14 California Code of Regulations sections 15313(a) and (c) (acquisition of land for conservation purposes), 15316(a) (transfer of ownership of land in order to create parks when a

management plan has not been prepared), 15317 (easements and contracts to maintain open space character of the area), and 15325(a), (b), (c), and (f) (acquisitions and transfers of interests in land to preserve natural conditions, to allow continued agricultural use, to allow restoration of natural conditions, and to preserve lands for park purposes). Ag + Open Space's grant of funds for operation and maintenance activities is categorically exempt from CEQA pursuant to 14 California Code of Regulations sections 15301 (existing facilities), 15302 (replacement or reconstruction), 15304 (minor alterations to the land), 15306 (information collection) and 15311 (accessory structures).

The Board of Supervisors must make findings under CEQA for the Cresta 3 acquisition and the acceptance of the Wendle property. The project consists of the acquisition of the 46.43-acre Cresta 3 property from private owners and the transfer of the 47.14-acre Wendle property from Ag + Open Space. The purpose of the acquisition of Cresta 3 and the transfer of Wendle 3 is to preserve open space values, and preserve the properties for the benefit of the public into the future. The Cresta 3 and Wendle properties will be joined by other properties to be transferred to the County of Sonoma by Ag + Open Space to create the new Mark West Creek Regional Park & Open Space Preserve ("Park & Preserve"). A park management plan has not yet been developed for the Park & Preserve. Sonoma County Regional Parks ("Parks") will develop a park management plan for the recreational use of the Park & Preserve at some point in the future at which time the appropriate CEQA analysis will be conducted. Until that time, the Park & Preserve will remain in its natural condition. Parks will provide interim public use such as guided tours to acquaint the public with the Park & Preserve. The project is categorically exempt pursuant to CEQA Guidelines section 15325, 15316, 15307, 51304(e), and 15061(b)(3). No exceptions to these exemptions are applicable.

Escrow/Closing

Parks is currently in the due diligence phase of the Cresta 3 acquisition. The Cresta 3 escrow is scheduled to close no later than November 26, 2018. The transfer of the Ag + Open Space-Owned Properties and the conveyance of the conservation easement and the recreation conservation covenant will occur at the same time.

Proposed Board Actions

- A) Adopt a resolution of the Board of Supervisors to:
1. Make certain determinations pursuant to the California Environmental Quality Act;
 2. Authorize the Park's Director to accept the assignment of the Cresta 3 purchase agreement from the Sonoma County Agricultural Preservation and Open Space District ("District");
 3. Approve the acquisition of a fee interest in the Cresta 3 property and execute a Certificate of Acceptance;
 4. Accept the transfer of the Cresta 1, Cresta 2, McCullough 1, McCullough 2, and Wendle properties from the District to create the Mark West Creek Regional Park & Open Space Preserve;
 5. Grant a conservation easement and recreation conservation covenant to the District which will preserve the Mark West Properties and ensure their continued access to the public;
 6. Grant a life estate to William J. Cresta and reimburse the District \$50,000 from the life estate sale; authorize the Parks Director to secure and record a quitclaim as to the life estate;

7. Authorize and direct the Parks Director to enter into a Transfer Agreement with the District;
8. Authorize the recordation of deed restrictions as required by grant from California Department of Parks and Recreation;
9. Authorize the Parks Director all other actions to complete these transactions in consultation with County Counsel.
10. Authorize the Chair to execute the Irrevocable Offer of Dedication pursuant to the Recreation Conservation Covenant.

B) Adopt a resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District ("District") to:

1. Determine that the acquisition of the Cresta 3 property by the County of Sonoma and the transfer of the District-Owned Properties from the District to the County of Sonoma for the purposes of creating the Mark West Creek Regional Park & Open Space Preserve is consistent with the County's 2020 General Plan;
2. Make certain determinations pursuant to the California Environmental Quality Act;
3. Determine the funding of the Cresta 3 acquisition and the transfer of the District-Owned Properties to the County of Sonoma is consistent with the District's Expenditure Plan;
4. Authorize the assignment of the purchase agreement, and the contribution of up to \$1,700,000 of the Districts' Measure F funds, and other amounts necessary to close escrow and for associated transactional costs, to the County of Sonoma for the acquisition of the Cresta 3 property, which will be held by the County of Sonoma subject to a conservation easement and recreation covenant held by the District;
5. Authorize the transfer of the Cresta I, Cresta II, McCullough I, McCullough 2, and Wendle properties to the County of Sonoma, which will be held by the County of Sonoma subject to a conservation easement and recreation conservation covenant held by the District, to create the Mark West Creek Regional Park & Open Space Preserve;
6. Make findings pursuant to the Districts' Easement Amendment Policy and authorize action to amend and replace the Original Conservation Easement with the new Mark West Conservation Easement;
7. Authorize the President to execute grant deed(s) to convey all of the District-Owned Properties to the County of Sonoma;
8. Authorize the President to execute the conservation easement and recreation conservation covenant over the Mark West Properties, along with certificates of acceptance for the same;
9. Authorize and direct the District's General Manager to execute a transfer agreement with the County of Sonoma, pursuant to which funding for initial public access, operation and maintenance of the Mark West Properties will be provided; and dedicate the conservation easement to open space purposes;
10. Authorize the District's General Manager to take all other actions to complete the transactions as described in consultation with County Counsel.
11. Make a finding pursuant to the Districts' IPAOM resolution that the expenditure of District funds for the bridge replacement over Porter Creek is approved as an extraordinary circumstance as allowed by the resolution.

Prior Board Actions:

The Board previously approved the following actions:

- July 10, 2018: Fee acquisition of the 47.14 Wendle property (post-fire). (Reso. #18-0282)
- May 22, 2018: Fee acquisition of the 275.5-acre McCullough 2 property. (Reso. #18-0189)
- December 6, 2016: Fee acquisition of the 47.14-acre Wendle property (pre-fire), and approval to negotiate of the transfer of the Properties, including Cresta 3 and Wendle. (Reso 16-0456)
- January 29, 2014: Fee acquisition of the 21.5-acre Cresta 2 property. (Reso 14-0039)
- September 28, 2011: Application for grant funds from the Habitat Conservation Fund Program. (Reso 11-0520)
- August 18, 2009: Fee acquisition of the 460.96-acre McCullough 1 property. (Reso 09-0790)
- October 23, 2007: Fee acquisition of the 340-acre Cresta 1 property. (Reso 07-0895)
- April 23, 2002: Conservation easement acquisition over a 285-acre portion of the McCullough 1 property. (Reso 02-0434)

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Cresta 3 acquisition, and the transfer of the Ag + Open Space-Owned Properties will result in the creation of the Mark West Creek Regional Park & Open Space Preserve, providing recreational and educational opportunities for county residents and visitors, provide wildlife habitat and connectivity, and protect scenic vistas.

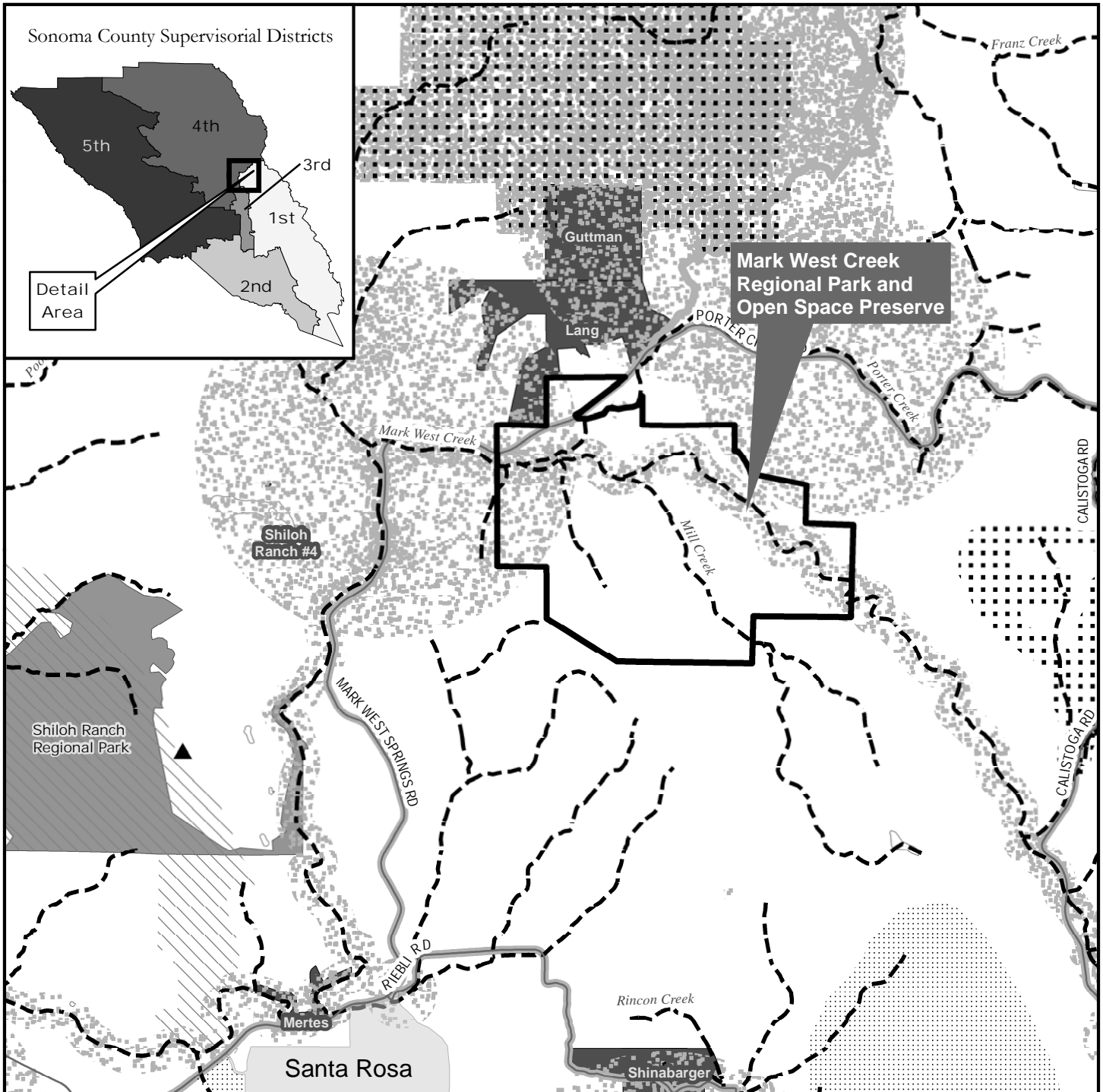
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Cresta 3 Budgeted Expenses	1,700,000		
IPAOM funding (1/3 of 3 year request)	768,326	650,661	605,768
Relocation Costs		100,000	
Total Expenditures	2,468,326	750,661	605,768
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	2,468,326	750,661	605,768
Use of Fund Balance			
Contingencies			
Total Sources	2,468,326	750,661	605,768
Narrative Explanation of Fiscal Impacts:			
<p>Ag + Open Space has adequate appropriations in its FY 18-19 budget for its \$1,700,000 fee acquisition contribution and \$768,326 for IPAOM funding. Funding for the acquisition and related costs comes from the dedicated Measure F sales tax that funds Ag + Open Space.</p> <p>Any IPAOM expenditures will be over Ag + Open Spaces' FY 18-19, 19-20, and 20-21, and will be eligible for Operations and Maintenance Fund classification. Appropriations will be made in the IPAOM fund in those years to include this commitment.</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:

1. General Plan 2020 Location Map
2. Mark West Transfer Site Map
3. Mark West Transfer Location Map
4. Resolution of Agricultural Preservation and Open Space District Board of Directors
5. Resolution of County of Sonoma Board of Supervisors

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

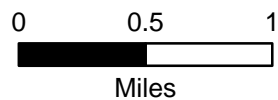
1. Mark West Conservation Easement
2. Mark West Recreation Conservation Covenant
3. Transfer Agreement between the County and Ag + Open Space
4. Draft Grant Deed for Cresta 3
5. Draft Grant Deed for Mark West Transfer
6. Certificate of Acceptance (Ag + Open Space) Conservation Easement
7. Certificate of Acceptance (Ag + Open Space) Recreation Conservation Covenant
8. Certificate of Acceptance (County) Cresta 3 Fee Title
9. Certificate of Acceptance (County) Mark West Mark West Properties
10. Notice of Exemption (Ag + Open Space)
11. Notice of Exemptions 2012 (County)
12. Notice of Exemption (County)
13. Deed Restriction for Wendle (County)
14. Deed Restriction McCullough 2 (County)
15. Original Conservation Easement
16. Assignment of Real Estate Purchase and Sale Agreement
17. Cresta 3 Appraisal
18. Cresta 3 Appraisal Update
19. Life Estate Deed and Agreement
20. Irrevocable Offer of Dedication (County)



**Mark West Creek
Regional Park and
Open Space Preserve**

Mark West Creek Regional Park and Open Space Preserve

LOCATION / GENERAL PLAN MAP



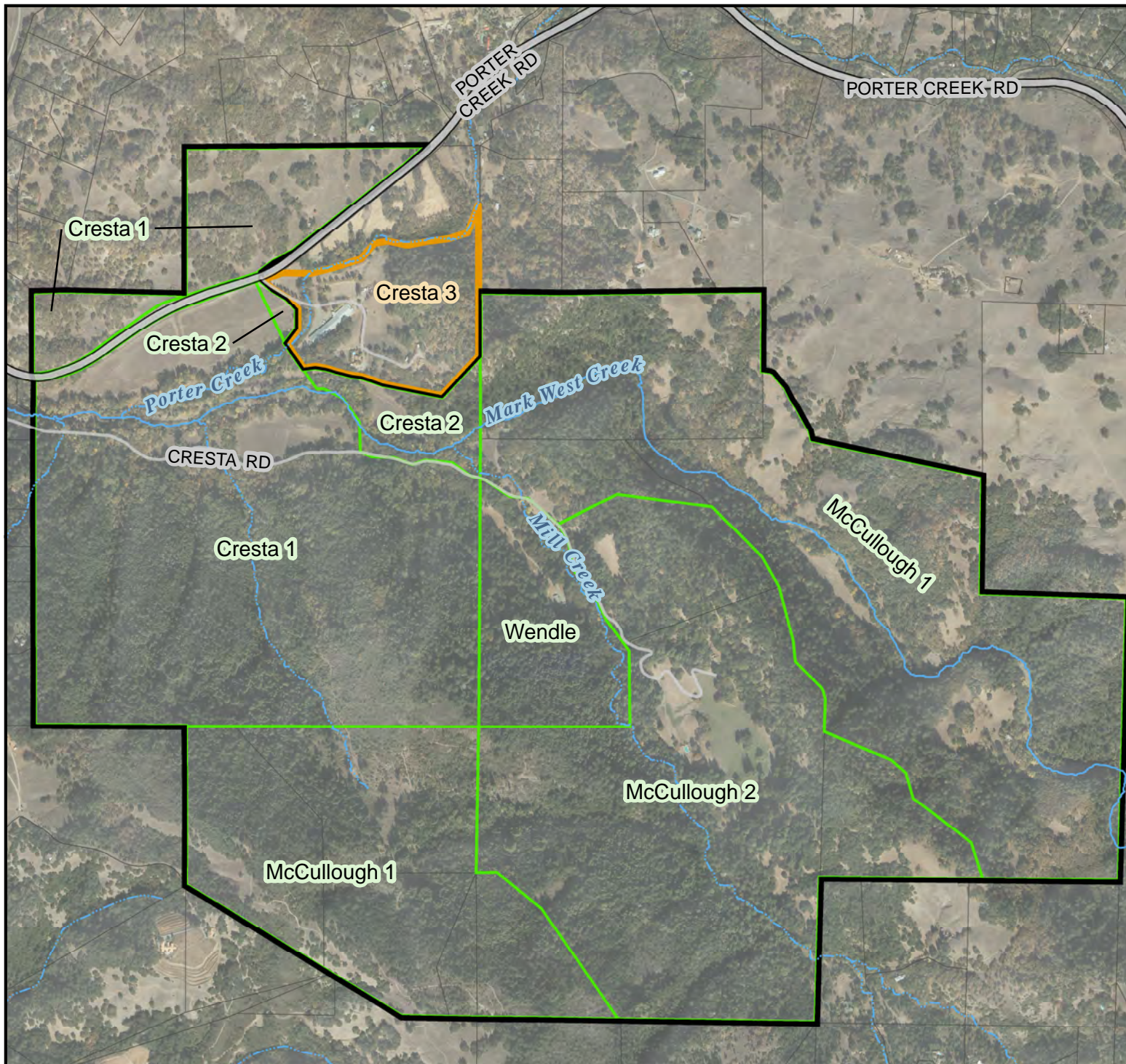
Map Date: 8/17/2018
Sources: Sonoma County GIS Group;
Sonoma County General Plan 2020,
Open Space and Resource
Conservation Element.
This map is for illustrative
purposes only.




- Mark West Creek RP&OSP
- Incorporated City Land
- District Holding
- Public Land
- SCENIC RESOURCES**
- Community Separator
- Scenic Landscape Unit
- Scenic Corridor
- OUTDOOR RECREATION**
- Planned Future Park

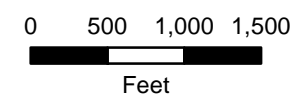
- BIOTIC RESOURCES**
- Riparian Corridor
- Special Status Species Habitat
- Marshes and Wetlands *
- Sensitive Natural Communities
- Habitat Connectivity Corridor *

* Not on this map

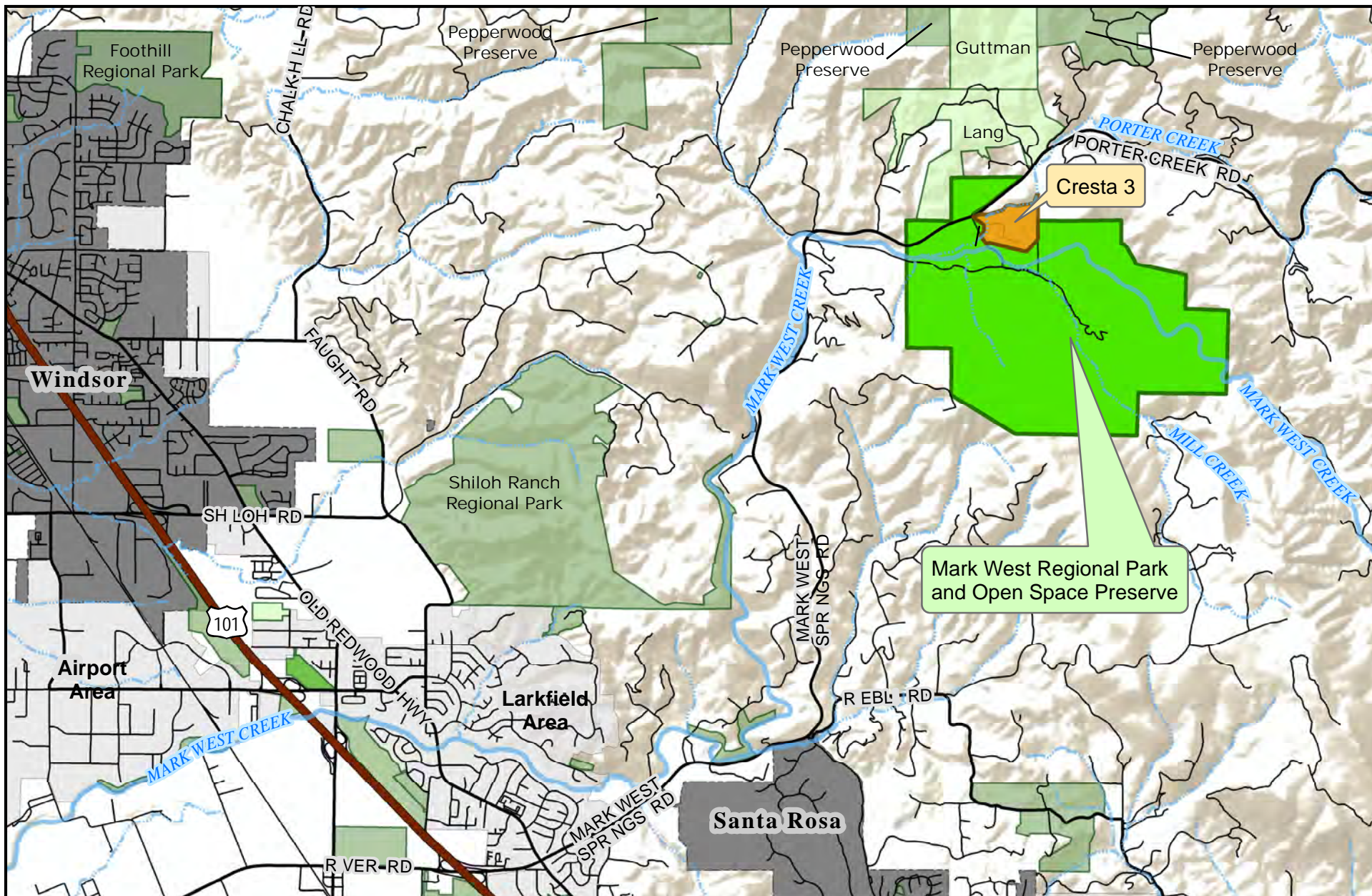


Mark West Creek Regional Park & Open Space Preserve Transfer Site Map

-  Perennial Waterway
-  Intermittent Stream
-  Public Road
-  Ranch Road
-  District Transfer to Regional Parks
-  District Property
-  Regional Parks Acquisition with District Funding
-  Assessor Parcel

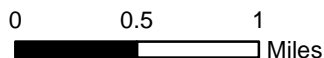


Map Date: 8/17//2018
 Sources: County GIS (roads, parcels);
 SCWA (streams); NASA/UMD/WSI/
 Tuckman (stream corrections, imagery)
 This map is for illustrative purposes; it
 is not a definitive property description.



Mark West Creek Regional Park & Open Space Preserve Transfer Location Map

- Perennial Waterway
- - - Intermittent Stream
- Street or Road
- District Transfer to Regional Parks
- Regional Parks Acquisition with District Funding
- District Fee Title
- District Conservation Easement
- Other Protected Land
- Incorporated City Land
- Urban Service Area



Map Date: 8/17/2018
 Sources: CPAD (protected lands); SCWA (streams); County GIS (roads, communities); ESRI (shaded relief)
 This map is for illustrative purposes; it is not a definitive property description.

Date: October 9, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, authorizing the President to execute a Grant Deed conveying the McCullough 1, McCullough 2, Cresta 1, Cresta 2, and Wendle Properties to the County of Sonoma; authorizing and directing the General Manager to enter into a Transfer Agreement with the County; authorizing the President to Execute a Conservation Easement and a Recreation Conservation Covenant as to the McCullough 1, McCullough 2, Cresta 1, Cresta 2, Wendle, and Cresta 3 properties; making certain findings pursuant to the District’s Easement Amendment Policy and pursuant to the California Environmental Quality Act; determining that the Project is consistent with the District’s Expenditure Plan and the County’s 2020 General Plan; dedicating the Conservation Easement pursuant to Public Resources Code Section 5540; authorizing funding to the County of Sonoma in connection with the Transfer; and authorizing all other actions necessary to complete the transactions that will establish the Mark West Creek Regional Park & Open Space Preserve.

Whereas, in the County’s 1989 and 2020 General Plan, a site in the vicinity of Mark West Creek near Porter Creek Road was identified as the proposed location of a new County Regional Park; and

Whereas, the Sonoma County Agricultural Preservation and Open Space District (“District”) has acquired approximately 1,145-acres through five separate acquisitions for conservation purposes, and for the purpose of creating the Mark West Creek Regional Park & Open Space Preserve: the Cresta 1 property (APN 079-090-008, 079-090-016), Cresta 2 property (APN 079-090-0013, 079-090-014), the McCullough 1 property (APNs 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054, 028-060-056), McCullough 2 property (APNs 028-060-064, -066 & -067), and the Wendle property (APN 028-060-058) (“District-Owned Properties”) and the District is providing funding to the County for the Cresta 3 property (APN 079-090-015) acquisition; and collectively these six properties are called the “Mark West Properties;” and

Whereas, the 46.43-acre Cresta 3 property became available for fee purchase to add to the Mark West Creek Regional Park & Open Space Preserve, and at the direction of this Board, the General Manager of the Sonoma County Agricultural Preservation and Open

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Date:

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Space District has negotiated a purchase agreement with the owners of the Cresta 3 property to purchase a fee interest in the property, and grant a life estate at closing to one of the current owners, William J. Cresta; and

Whereas, the District intends to assign its purchase agreement for the Cresta 3 property to the County and to provide funds for the acquisition of the property directly by the County of Sonoma, subject to conditions further described herein; and

Whereas, the District-Owned Properties will be conveyed to the County of Sonoma in the same escrow as the Cresta 3 acquisition, with all properties subject to a Conservation Easement held by the District to insure that the Mark West Properties' conservation values are permanently protected; and

Whereas, the District also requires that a Recreation Conservation Covenant be conveyed to the District to insure that the properties will be permanently available for public access; and

Whereas, the District also desires to amend and replace a conservation easement currently encumbering 275 acres of the McCullough 1 property ("Original Conservation Easement"). The purpose of the Original Conservation Easement was to preserve the McCullough 1 property's existing natural resource values, including oak woodlands, grasslands, and over two miles of riparian habitat along Mark West Creek. The new Conservation Easement that will be acquired by the District over all of the Mark West Properties, including the McCullough 1 property ("Mark West Conservation Easement") will amend and replace the Original Conservation Easement to (1) enhance natural resource protections; (2) clarify permitted natural resource management and recreation and educational uses; and (3) update procedural provisions related to the Original Conservation Easement. This action is subject to the District's Easement Amendment Policy, which requires this Board to make the following findings as to the proposed amendment:

- A. The Mark West Conservation Easement is clearly consistent with the conservation purpose of the Original Conservation Easement insofar as both easements identify preservation of open space, and the natural and scenic values of the Property as primary conservation purposes, and both easements allow for recreational and educational uses of the Property, provided such uses are compatible with the primary conservation purposes;
- B. The Mark West Conservation Easement enhances and otherwise does not impair the conservation values of the land subject to the Original Conservation Easement because the riparian area associated with Mark West Creek is restricted to less intensive uses under the Mark

West Conservation Easement, and the extent and intensity of development is significantly more limited than in the Original Conservation Easement;

- C. The Mark West Conservation Easement does not undermine the perpetual nature of the Original Conservation Easement because the new Conservation Easement will also be perpetual and shall be dedicated to open space pursuant to Public Resources Code section 5540;
- D. The amendment and replacement of the Original Conservation Easement with the Mark West Conservation Easement is not precluded by the Original Conservation Easement or by state or federal law;
- E. The amendment and replacement of the Original Conservation Easement with the Mark West Conservation Easement does not reconvey any interest in land that has been expressly extinguished by the Original Conservation Easement because the Mark West Conservation Easement is more restrictive in a number of ways by (1) eliminating a 5-acre home site and an alternative building site with its associated buildings, vehicle traffic, utility systems, noise generation, light pollution, and other impacts on the natural environment allowed under the Original Conservation Easement; (2) restricting vehicle use only to park operations and maintenance, and public access to foot, bicycle, or horseback; and (3) prohibiting all buildings and utilities except a pit toilet associated with a trail camp; 4) prohibiting the reconstruction of the existing 'Pelm' residence on the McCullough 1 Property, which instead will be removed and the site restored; 5) eliminating hunting; and 6) restricting road and trails in the most sensitive areas associated with Mark West Creek.
- F. The amendment embodied in the Mark West Conservation Easement is the minimum change necessary to satisfy the purpose of the Original Conservation Easement, which includes a need to clarify the conservation purpose and values of the McCullough 1 property, as well as permitted uses and activities;
- G. The amending and replacement of the Original Conservation Easement with the Mark West Conservation Easement is consistent with the District's Acquisition Plan and other applicable District policies now in effect insofar as it meets a number of policies in the "Recreation and Education" category of the District's long-range Acquisition Plan by virtue of its nature as a partnership with the

County of Sonoma to acquire, develop, and manage land for a new park in proximity to an urban community. In addition, the amending and replacement of the Original Conservation Easement with the Mark West Conservation Easement will preserve and protect Sonoma County's unique natural habitats, scenic areas and other open space values of regional significance;

- H. The Mark West Conservation Easement is consistent with applicable land use and zoning regulations because (1) the current zoning for the property is Resources and Rural Development (RRD), and Diverse Agriculture (DA), which allows recreational uses where compatible with resource use; (2) the County of Sonoma General Plan designates a 60-acre minimum lot size on the Property; and the Mark West Conservation Easement and Recreation Conservation Covenant are consistent with these regulations;
- I. The Mark West Conservation Easement incorporates, to the maximum extent practical and legally permissible, the language used by the District in its current conservation easements;
- J. The amendment and replacement of the Original Conservation Easement with the Mark West Conservation Easement increases or has no effect on the appraised value of the interests retained by the District, as determined by the Fiscal Oversight Commission in its Resolution 2017-007 on October 5, 2017; and

Whereas, for the foregoing reasons, the Mark West Conservation Easement provides protections equal to or greater than those provided by the Original Conservation Easement in conformance with the requirements of California Public Resources Code Section 5540; and

Whereas, the Cresta 3 acquisition, the acceptance of the Mark West Conservation Easement and recreation conservation covenant, the Mark West Properties transfer to the County of Sonoma, and the amendment and replacement of the Original Conservation Easement with the Mark West Conservation Easement are collectively known as the Project ("Project");

Whereas, the District's General Manager is recommending an allocation of funds for use by the County of Sonoma over a period of three years for reimbursement of the County of Sonoma's costs of providing initial public access, operations and maintenance ("IPAOM") of the Mark West Properties; and is recommending that the Board of Directors fund the replacement of an existing bridge over Porter Creek as an extraordinary circumstance expenditure as allowed under the District's IPAOM policy; and

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Whereas, by its Resolution No. 2018-003 dated April 5, 2018, the District's Fiscal Oversight Commission determined that the District's Cresta 3 appraisal meets the District's Guidelines and Standards, and the District's proposed purchase price for the fee interest does not exceed the fair market value;

Whereas, by its Resolution No. 2017-007 dated October 5, 2017, and by Resolution # 2018-008 on September 20, 2018, the District's Fiscal Oversight Commission determined that the cumulative value of the conservation easement and the conservation recreation covenant at least equals the fair market value of the Mark West Properties.

Now, Therefore, Be It Resolved that this Board of Directors hereby finds, determines, and declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitations are true and correct.
2. *General Plan Consistency.* The Project is consistent with the 2020 Sonoma County General Plan because it preserves open space with natural habitats, including a riparian corridor, diverse plant and animal communities, and essential habitat connectivity (LU-4 and OSRC-7 & 8), while providing for parklands with trails, located near the Santa Rosa urban area to meet the outdoor recreation needs of the population. (LU-5 and OSRC- 17)
3. *Expenditure Plan Consistency.* The Project is consistent with the District's Expenditure Plan because it provides for the protection of biotic habitat areas, riparian corridors and other areas of biotic significance, as well as the purchase of fee interests for outdoor public recreation where the public use would not be inconsistent with open space designations.
4. *California Environmental Quality Act.* The Project is exempt from review under the California Environmental Quality Act pursuant to Section 15313 of Title 14 of the California Code of Regulations because the purpose of the acceptance is to preserve access to public lands and waters to preserve the land in its natural condition; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acceptance is to maintain the open space character of the area; and alternatively is exempt pursuant to Section 15325(a) and (c) of Title 14 of the California Code of Regulations because the purpose of the acceptance is to preserve the existing natural conditions and to allow for restoration of natural conditions, respectively.
5. *Assignment of Purchase Agreement to the County of Sonoma.* That the General Manager is authorized to assign, on behalf of the District, the Cresta 3 Purchase Agreement to the County of Sonoma for the purposes of ensuring that fee title to the Cresta 3 property may pass directly from the sellers to the County of Sonoma.

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6. *Payment of Purchase Price and Costs of Escrow.* That, at the request of the General Manager, the Sonoma County Auditor shall draw a warrant or warrants against available District funds for the Cresta 3 fee purchase price in an amount not to exceed \$1,700,000 payable into escrow for the proposed Cresta 3 fee acquisition, and in such other amounts necessary to close escrow, and for associated transactional costs requested by the General Manager.
7. *Authority to Execute Grant Deed for a Fee Interest – District-Owned Properties.* The Board President is authorized to execute a grant deed conveying fee title to the County of Sonoma for the District-Owned Properties.
8. *Authority to Execute Agreements and Certificate of Acceptance.* That the President is authorized to execute the Mark West Conservation Easement and Recreation Conservation Covenant, and related Certificates of Acceptance over the Mark West Properties.
9. *Transfer Agreement.* That the General Manager is authorized and directed to enter into the Transfer Agreement in the form on file with the Clerk.
10. *Approval of Amending and Replacing Easement.* The proposed amendment and replacement of the Original Conservation Easement over the McCullough 1 property with the Mark West Conservation Easement is consistent with the District's Easement Amendment Policy and the proposed amendment and replacement is hereby approved.
11. *Authorization for Recordation.* That the General Manager is authorized and directed to record with the Sonoma County Recorder the District-Owned Properties Grant Deed, Mark West Conservation Easement and Recreation Conservation Covenant, and related certificates of acceptance and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Directors.
12. *Dedication.* That the Mark West Conservation Easement is hereby dedicated to open space purposes pursuant to Public Resources Code Section 5540.
13. *Funding for Initial Public Access, Operations and Management.* That, after transfer of fee title of the Mark West Properties to the County of Sonoma and recordation of the Mark West Conservation Easement and Recreation Conservation Covenant, and at the request of the General Manager, the Sonoma County Auditor shall draw a warrant or warrants against available funds in the County of Sonoma's Open Space Special Tax Account in amounts not to exceed a total of \$2,024,756 over a period of three years for reimbursement to the County of Sonoma for its costs of providing initial

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public access and operation and management of the Property, in accordance with the terms of the Transfer Agreement. In connection with this approval, the Board hereby authorizes the replacement of an existing bridge over Porter Creek as an “extraordinary circumstance” expenditure as allowed under the District’s IPAOM Policy, provided sufficient funds are available within the budget established by this Resolution and the Transfer Agreement.

14. *Closing Documents.* That the General Manager is authorized to make any technical, non-substantive changes in the life estate, Mark West Conservation Easement, Recreation Conservation Covenant, and closing documents prior to recordation with the prior approval of the Sonoma County Counsel. The General Manager is further authorized to execute any other documents necessary to complete this transaction as described, with prior approval of Sonoma County Counsel.

15. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code 21152.

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, approving acquisition of the 46.43-acre Cresta 3 property; authorizing the Board Chair to execute Certificates of Acceptance accepting Fee Title to the McCullough 1, Cresta 1, Cresta 2, Cresta 3, McCullough 2, and Wendle properties; Authorizing the Board Chair to execute a Conservation Easement and a Recreation Conservation Covenant in favor of the Sonoma County Agricultural Preservation and Open Space District; authorizing and directing the Director of Regional Parks to enter into a Transfer Agreement with the District; authorizing the Board Chair to execute a Grant Deed for a Life Estate to William J. Cresta; authorizing and directing the Director of Regional Parks to enter into agreements and accept a Grant from the State of California Habitat Conservation Fund for \$320,000 to be applied towards acquisitions; making certain determinations pursuant to the California Environmental Quality Act; directing the filing of a Notice of Exemption; and authorizing the Director of Regional Parks to take all other actions necessary to complete the transactions that will establish the Mark West Creek Regional Park & Open Space Preserve.

Whereas, in the County's 1989 General Plan a site in the vicinity of Mark West Creek near Porter Creek Road was identified as the proposed location of a new County Regional Park; and

Whereas, the Sonoma County Agricultural Preservation and Open Space District ("District") has acquired 1,145 acres through five separate acquisitions for conservation purposes constituting a substantial portion of the new Mark West Creek Regional Park & Open Space Preserve: the Cresta 1 property (APN 079-090-008, 079-090-016), Cresta 2 property (APN 079-090-0013, 079-090-014), the McCullough I property (APNs 028-060-062, 028-060-063, 028-070-036, 028-060-047, 028-060-048, 028-060-053, 028-060-054, 028-060-056), the McCullough 2 property (APN 028-060-064, -066 & -067), and the Wendle property (APN 028-060-058) (the "District-Owned Properties"); and

Whereas, the 46.43-acre Cresta 3 property (APN 079-090-015) became available for fee purchase to add to the Mark West Creek Regional Park & Open Space Preserve, the

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General Manager of the Sonoma County Agricultural Preservation and Open Space District has negotiated a purchase agreement with the owners of the Cresta 3 property to purchase a fee interest in the property, and grant a life estate at closing to one of the current owners, William J. Cresta; and

Whereas, the Director of Regional Parks is recommending: The assignment of the purchase agreement from the District to the County of Sonoma for the Cresta 3 property; acceptance of fee title interest in the Cresta 3 property; acceptance of the fee title interest in the District-Owned Properties; conveyance of a Conservation Easement and a Recreation Conservation Covenant to the District covering all of the properties; acceptance of the California Wildlife Habitat Conservation Fund grant; and the sale of a life estate to William J. Cresta over a portion of Cresta 3 for \$50,000; subject to granting an Irrevocable Offer of Dedication to the District, and other specified conditions; and

Whereas, pursuant to California Government Code Section 65402 and in accordance with Section 2-76 of the Sonoma County Code, the Board of Directors of the District has determined in concurrent action that the proposed fee acquisitions by the County, and the related conveyances to the District, are consistent with the 2020 Sonoma County General Plan because they preserve open space with natural habitats, including a riparian corridor, diverse plant and animal communities, and essential habitat connectivity (LU 10 and OSRC-7 & 8), while providing for parklands with trails, located near the Santa Rosa urban area to meet the outdoor recreation needs of the population. (LU-5 and OSRC-17)

Whereas, Sonoma County Regional Parks ("County") and the District have negotiated a Transfer Agreement which assigns responsibilities between the parties regarding the acquisition of Cresta 3 by the County, the transfer of the District-Owned Properties to the County, and the conveyance to the District by the County of a Conservation Easement and Recreation Conservation Covenant covering Cresta 3 and the District-Owned Properties; and

Whereas, the District's Board of Directors have authorized the District to provide funds for the acquisition of the Cresta 3 property; and

Whereas, the County applied for, and was awarded, a \$320,000 grant for the acquisition of the McCullough 2 and Wendle properties from the State of California's Wildlife Habitat Conservation Fund, and \$160,000 of this grant will be allocated towards the fee acquisition of each of these two properties, and as a condition of this grant funding, the County is required to record deed restrictions against these two properties in the form on file with the Clerk; and

Whereas, on September 28, 2011 the Board of Supervisors, by its resolution #11-0520 approved a Notice of Exemption for the acceptance of the transfer of the District's McCullough 1, Cresta 1, Cresta 2, and McCullough 2 properties; and

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Whereas, the acquisition of Cresta 3 by the County, and the transfer of the Wendle property from the District to the County, will join other properties to create the Mark West Creek Regional Park and Open Space Preserve, and are collectively known as the Project (“Project”);

Now, Therefore, Be It Resolved that this Board of Supervisors hereby finds, determines, and declares and orders as follows:

1. *Truth of Recitals.* The foregoing recitations are true and correct.
2. *Authority to Accept the Assignment of the Cresta 3 Property Purchase Agreement.* The Director of Regional Parks is authorized and directed to accept the assignment of the District’s July 19, 2018 Cresta 3 Purchase Agreement.
3. *Authority to Execute Certificate of Acceptance for a Fee Interest – Cresta 3.* The Board Chair is authorized to execute, on behalf of the County of Sonoma, a certificate of acceptance of fee title in the Cresta 3 Property pursuant to Government Code Section 27281.
4. *Authority to Sell a Life Estate to William J. Cresta.* The Board Chair is authorized to execute, on behalf of the County of Sonoma, a life estate agreement with William J. Cresta for a sales price of \$50,000 in the form on file with the Clerk. The Director of Regional Parks is directed to secure Mr. Cresta’s signature on the quitclaim deed on file with the Clerk that will be retained by the Parks Department and is further directed to record the quitclaim deed upon the termination of the life estate.
5. *Authority to Reimburse District.* The Director of Regional Parks is authorized and directed to reimburse the District the \$50,000 proceeds from the sale of the life estate to William J. Cresta, and to reimburse the District \$320,000 from the California Wildlife Habitat Conservation Fund grant for the McCullough 2 and Wendle acquisitions when those amounts are reimbursed to the County after closing.
6. *Authority to Execute Certificate of Acceptance for a Fee Interest – District-Owned Properties.* The Board Chair is authorized to execute, on behalf of the County of Sonoma, a certificate of acceptance of fee title in the District-Owned Properties pursuant to Government Code Section 27281.
7. *Conservation Easement and Recreation Conservation Covenant.* The Board Chair is authorized to execute a Conservation Easement and a Recreation Conservation Covenant to be granted to the District over the Cresta 3 and District-Owned Properties in the form on file with the Clerk.

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8. *Authority to Record Deed Restrictions.* The Director of Regional Parks is authorized to record the deed restrictions required by the California State Department of Parks and Recreation's Habitat Conservation Fund grant in the form on file with the Clerk.
9. *Transfer Agreement.* That the Director of Regional Parks is authorized and directed to execute the Transfer Agreement with the District in the form on file with the Clerk.
10. *Authority to execute an Irrevocable Offer of Dedication.* That the Board Chair is authorized to execute an Irrevocable Offer of Dedication for the Mark West Properties to the District
11. *Closing Documents.* That the Director of Regional Parks is authorized to make any technical, non-substantive changes in the Conservation Easement, Recreation Conservation Covenant, Life Estate, Transfer Agreement, Irrevocable Offer of Dedication, and other closing documents prior to recordation with the prior approval of the County Counsel. The Director of Regional Parks is further authorized and directed to execute any other documents necessary to complete this transaction as described.
12. *Authorization for Recordation.* That the Regional Parks Director is authorized and directed to record with the Sonoma County Recorder the grant deeds and certificates of acceptance contemplated by this Resolution and to deliver conformed copies of these documents, bearing evidence of recording, to the Clerk of the Board of Supervisors.
13. *California Environmental Quality Act- Cresta 3 and Wendle.* That the Project authorized by this resolution consists of the acquisition by the County of fee title to the 46.43-acre Cresta 3 property, and the acceptance of the 47.14 acre Wendle property from the District. The Cresta 3 property and the Wendle property will not be open to the public until the County has prepared a Work plan for initial public access to the properties and completed CEQA compliance for future park development for the entire Mark West Creek Regional Park and Open Space Preserve. Therefore, the properties will remain in their current natural condition until the management plan and related CEQA compliance are completed. The transfer of the Cresta 3 property and the acceptance of the Wendle property authorized by this resolution is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the Project is to transfer ownership of land in order to establish a park where the land is in a natural condition and the management plan for the park has not been prepared; acquisition of land for the purpose of preserving access to public lands and waters and preserving the land in its natural condition is exempt pursuant to Section 15313 of Title 14 of the California Code of Regulations. Alternatively, the acquisition is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because

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the purpose of the acquisition is to maintain the open space character of the area and pursuant to Section 15325(a) and (c) of Title 14 of the California Code of Regulations because the purpose of the acceptance is to preserve the existing natural conditions and to allow for restoration of natural conditions, respectively.

14. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the Director of Regional Parks is directed to post and to maintain the posting of a notice of exemption with regard to the Cresta 3 acquisition and the Wendle acceptance pursuant to Public Resources Code 21152.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency, Occidental County Sanitation District, and Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Sonoma County Water Agency, Occidental County Sanitation District, County of Sonoma Transportation and Public Works Department

Staff Name and Phone Number:

Kevin Booker 521-1865
Steve Urbanek 565-3884

Supervisory District(s):

Fourth

Title: Occidental Sewer Force Main Project

Recommended Actions:

Concurrent Actions:

- a) The Board of Directors of the Occidental County Sanitation District find and determine that the proposed contract with the County of Sonoma to replace the damaged and aging pipeline during the County's Project is the most economical to perform this work and that it is in the best interests of the District and the public; and
- b) Authorize Sonoma County Water Agency's General Manager acting on behalf of Occidental County Sanitation District, and the Director of County of Sonoma Transportation and Public Works to execute an agreement for County of Sonoma Transportation and Public Works Department to perform sewer force main pipe replacement through December 31, 2018 in the not-to-exceed amount of \$57,700.
- c) Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of \$57,700.

Executive Summary:

The County of Sonoma Transportation and Public Works Department is constructing an American with Disabilities Act Improvements Project (ADA Project) in Occidental to improve or remove accessibility barriers. During early construction of the ADA Project, an Occidental County Sanitation District (District) sewer force main pipe was damaged. District desires to contract with Sonoma County to replace the damaged portion of the pipe. Additionally, the District has aging sewer force main pipe in that location that needs replacing. To minimize construction impacts to the public, reduce costs, and avoid disturbing the newly constructed work in the future, the departments wish to coordinate efforts and include the replacement work in the current project.

Discussion:

HISTORY OF ITEM/BACKGROUND

The County of Sonoma Transportation and Public Works (County) is in the process of constructing an American with Disabilities Act Improvements Project (ADA Project) in Occidental to improve or remove accessibility barriers. During early construction of the ADA Project, a District sewer force main pipe was damaged. District is paying County to replace the damaged portion of the pipe as well as the pipe that is due for replacement.

Additionally, the Occidental County Sanitation District (District) has aging sewer force main pipe in the same location that was originally scheduled to be replaced in Fiscal Year 2019/20. To minimize construction impacts to the public, reduce District costs, and avoid disturbing County’s ADA Project in the future, the District wishes to coordinate efforts and accelerate the scheduled sewer pipe replacement by including the work in the County’s ADA Project.

The work consists of replacing approximately 100 feet of 4-inch sewer force main. Work includes, but is not limited to, excavation, installation of pipe and appurtenances, concrete footings, and backfill.

SERVICES TO BE PERFORMED

Under the proposed agreement, the County will replace approximately 100 feet of 4-inch sewer force main. The construction work will be performed by Piazza Construction Company under a change order to its existing ADA Project contract with Transportation and Public Works originally awarded in August 2017.

The cost of services will not exceed \$57,700. This agreement covers services rendered from July 1, 2018 to June 30, 2019.

RECOMMENDATION

District staff recommend that the Board of Directors find that the proposed contract with the County to replace the damaged and aging pipeline during the County’s Project is the most economical way for the District to perform this work, that it is in the best interests of the District and the public, and that the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors authorize Water Agency's General Manager and the Director of County of Sonoma Transportation and Public Works to enter into an agreement to coordinate efforts and include the sewer force main pipe replacement work in the County’s ADA Project.

Prior Board Actions:

- 8/1/2017 - Board awarded Contract for Occidental ADA Improvements Phase 3 – C18001
- 3/10/2015 - Board approved Settlement Agreement between Hollynn Delil and the County of Sonoma

Strategic Plan Alignment Goal 3: Invest in the Future

Replacing aging pipe in the District’s sanitary sewer collection system invests in the future by maintaining infrastructure, and reduces costs by combining work with another department’s project.

Water Agency Strategic Plan Alignment.

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

Maintaining pipe in the District’s sanitary sewer collection system improves wastewater treatment operational reliability.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested	57,700		
Total Expenditures	57,700		

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	57,700		
Contingencies			
Total Sources	57,700		

Narrative Explanation of Fiscal Impacts:

With Board approval, appropriations from Fund Balance will be made in the Occidental County Sanitation District Operations Fund for \$57,700 pursuant to the attached budgetary resolution. Transportation and Public Works will not require budget adjustments to receive the \$57,700 reimbursement from the District and already has expenditure appropriations available for the project work.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

- A. Agreement
- B. Budget Resolution

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

None

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Main Project_summ.docm

CF/70-704-21 Sonoma, County of - Department of Transportation and Public
Works (Agree for Repair of Occidental CSD Sewer Line) 17/18-099 (ID 6946)

Date: October 9, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Occidental County Sanitation District Authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of \$57,700 for the Sewer Force Main Project

Whereas, the Board of Directors of the Occidental County Sanitation District (District) adopted the Fiscal Year 2018-2019 budget on June 15, 2018; and

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

Whereas, the District desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the District's Operations Fund in the amount of \$57,700 for the agreement with the County of Sonoma Transportation and Public Works Department to replace 100 feet of the District's 4-inch sewer force main; and

Whereas, a resolution from the District's governing board authorizing such budget adjustment is required.

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

Resolution #

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Fiscal Year 2018-2019 Expenditures		Amount
43101-33060100	Occidental County Sanitation District Operations Fund	
51803	Other Contract Services	\$57,700
Total Expenditures		\$57,700
Fiscal Year 2018-2019 Funding Sources		
43101-33060100	Occidental County Sanitation District Operations Fund	
	Fund Balance	\$57,700
Total Funding Sources		\$57,700

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Agreement for Funding of Occidental CSD Sewer Force Main Project

This agreement (“Agreement”) is by and between **Occidental County Sanitation District** (“District”), and **County of Sonoma, Transportation and Public Works Department** (“County”).

RECITALS

- A. The County is constructing an American with Disabilities Act Improvements Project (Project) in Occidental to improve or remove accessibility barriers. The District has aging sewer force main pipe in that location that needs replacing.
- B. To minimize construction impacts to the public, reduce District costs, and avoid disturbing County’s Project in the future, District wishes to coordinate efforts and include the replacement work in the County’s Project.
- C. Additionally, during early construction of the Project, a District sewer force main pipe was damaged. District is paying County to replace the damaged portion of the pipe as well as the pipe that is due for replacement.
- D. The District’s work consists of replacing a total of approximately 100 feet of 4-inch sewer force main. Work includes, but is not limited to, excavation, installation of pipe and appurtenances, concrete footings, and backfill.
- E. Sonoma County Water Agency operates the District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

The County and District agree as follows:

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Estimated Costs
 - b. Exhibit B: Insurance Requirements

3. COORDINATION

3.1. County shall coordinate the work with District’s Project Manager. Contact information and mailing addresses:

District	County
Project Manager: Kevin Booker 404 Aviation Boulevard Santa Rosa, CA 95403 Phone: 707-521-1865 Email: kevin.booker@scwa.ca.gov	Contact: Steve Urbanek 2300 County Center Drive, Suite B 100 Santa Rosa, CA 95403 Phone: 707-565-3884 Email: steve.urbanek@sonoma-county.org
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	Remit payments to: Attn: Accounts Receivable Same as above.

4. COUNTY’S RESPONSIBILITIES

County shall complete the following at its cost and expense, except as provided for in Article 5 below.

- 4.1. General: County agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.
- 4.2. Permits: County shall obtain any permits that may be necessary from utilities or regulatory agencies for construction of the Project.
- 4.3. Rights-of-Way: County shall act as District’s agent for acquiring any and all property rights as necessary for construction of the Project.
- 4.4. Design and Surveying: County shall design the Project including all design surveying and construction staking.
- 4.5. Final Plans and Specifications: County shall prepare and provide District with a final complete set of all Project construction documents. Such documents shall be prepared by and signed and stamped by, or under the responsible charge of, appropriately registered professionals.
- 4.6. Insurance Requirements and Indemnification Obligations:
 - a. Insurance Requirements:
 - i. County shall require all of its contractors, consultants, and other agents to maintain insurance as described in Exhibit B. Evidence of insurance shall be submitted as specified in Exhibit B.
 - b. Indemnification Obligation of County’s Consultants and Contractors:

- i. County shall include the following language in its Consultant and Contractor agreements:
 - a) Consultant/Contractor agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and District, and to indemnify, hold harmless, and release Sonoma County Water Agency and District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant/ Contractor, that arise out of, pertain to, or relate to Consultant's/ Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant/Contractor agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or District based upon a claim relating to Consultant's/Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's/Contractor's obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or District. Sonoma County Water Agency and District shall have the right to select their legal counsel at Consultant's/Contractor's expense, subject to Consultant's/Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant/Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.
 - c. Documentation: County shall provide evidence of such insurance and indemnification to District in a form satisfactory to District.
- 4.7. Contract Administration: County shall administer the contract for construction of the Project.
- 4.8. Prevailing Wages: County understands that use of District funds for any "public work," as defined by Labor Code sections 1720 *et seq.*, triggers prevailing wage compliance obligations under the California Labor Code, and that the Project contemplated hereunder qualifies as a "public work" for this purpose. County agrees to comply with all obligations of an "awarding body" as defined by Labor Code section 1722 with respect to any public works contract it may enter into pursuant to this Agreement. Without limiting the generality of the foregoing, County agrees to (1) confirm that all contractors and subcontractors engaged to work on the Project are registered and qualified pursuant to Labor Code section 1725.5; (2) require all such contractors and subcontractors to pay prevailing

wages to all workers on the Project in accordance with the California Labor Code and applicable DIR regulations; (3) require all such contractors and subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly pursuant to Labor Code section 1771.4(a)(3); and (4) provide all notices required pursuant to 1771.1, 1771.4 and 1771.3.

- 4.9. Inspection: County shall inspect the Project.
- 4.10. Notice of Completion and Record Drawings: County shall file the Notice of Completion for construction and provide a copy to District within 30 calendar days of its filing. County shall prepare record drawings showing any changes, deletions, or additions to the Project and provide reproducible set to District within 45 calendar days of filing the Notice of Completion.
- 4.11. Title: All title to all Project facilities constructed pursuant to this Agreement shall vest with County. All title to all sewer force main facilities constructed pursuant to this Agreement shall vest with the District.
- 4.12. Operation and Maintenance: County shall accept ownership and shall operate and maintain Project in perpetuity. District shall accept ownership and shall operate and maintain sewer force main in perpetuity.
- 4.13. Records: County shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to District at all reasonable times for inspection and analysis.
- 4.14. Statement of Costs: Within 60 days of filing Notice of Completion, or within 60 days of decision to not award the contract, County shall submit to District a statement of complete accounting of County's Project costs for the following categories:
 - a. Design and other pre-construction costs
 - b. Inspection and contract administration
 - c. Construction costs
 - d. Change orders
- 4.15. Invoices: County shall bill District for costs authorized under this Agreement, with an invoice that is clearly marked with "County of Sonoma, Transportation and Public Works Department, Funding of Occidental CSD Sewer Force Main Project, Project-Activity Code O0005C019."

5. **DISTRICT'S RESPONSIBILITIES**

- 5.1. **Total**: The total amount payable by District under this Agreement shall not exceed **\$57,700**.
- 5.2. **Method of Payment**: County shall be paid in accordance with the following terms:
 - a. County shall be paid in accordance with Exhibit A (Estimated Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit A. Expenses not expressly authorized by the Agreement shall not be reimbursed.

6. **ADDITIONAL REQUIREMENTS**

- 6.1. **Term of Agreement**: The term of this Agreement shall be from July 1, 2018 ("Effective Date") to June 30, 2019, unless terminated earlier pursuant to Paragraph 6.6.
- 6.2. **Authority to Amend Agreement**: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.
- 6.3. **Authority to Terminate**: At any time and without cause, District has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to County. In the event of such termination, District will pay County for services satisfactorily rendered to the date of termination. In addition, should County 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, District may immediately terminate this Agreement by giving County written notice of such termination, stating the reason for termination. In the event of such termination, District will pay County for services satisfactorily rendered to the date of termination. However, District will deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by County. District's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.4. **No Waiver of Breach**: The waiver by District 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.
- 6.5. **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.

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

- 6.6. 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.
- 6.7. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 6.8. 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.
- 6.9. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 6.10. 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.
- 6.11. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

7. **MUTUAL INDEMNIFICATION**

- 7.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but

excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts

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

Reviewed as to funds:

TW 17/18-099

By: _____
Water Agency Division Manager -
Administrative Services

By: _____
Cory O'Donnell Deputy County Counsel

Occidental County Sanitation District

**County of Sonoma, Transportation and
Public Works Department**

By: _____
Grant Davis
General Manager

By: _____
Johannes Hovertsz
Director

Authorized per Sonoma County Water
Agency's Board of Directors Action on
October 9, 2019

Authorized per Board of Supervisors Action
on October 9, 2019

Title: _____

Date: _____

Date: _____

Exhibit A

Estimated Costs

Item	Cost
Work: <ul style="list-style-type: none">• Design• Construction• Materials• Pipeline and appurtenances• Concrete	\$40,000
Change orders and contingencies	\$3,000
Inspection and contract administration	\$14,700
Total	\$57,700

Exhibit B

Insurance Requirements

County shall require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. County shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for County to maintain insurance after completion of the Work shall survive this Agreement.

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if County's contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
- f. If County's contractor currently has no employees as defined by the Labor Code of the State of California, County's contractor agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be

satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If County's contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by County's contractor.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by District. County's contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether County's contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency and District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the County's contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- i. The policy shall cover inter-insured suits between the additional insureds and County's contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If County's contractor currently owns no autos, County's contractor agrees to obtain such insurance should any

autos be acquired during the term of this Agreement or any extensions of the term.

- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If County's contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by County's contractor.
- b. The policy shall cover:
 - i. Bodily injury, sickness, or disease sustained by any person, including death;
 - ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
 - vii. Inter-insured suits between the additional insureds and Contractor and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
- 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 District. County's contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether County's contractor has a claim against the insurance or is named as a party in any action involving the District.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. County's contractor shall maintain the insurance for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the work.

- f. Sonoma County Water Agency and District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the County's contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of work under this Agreement.
 - g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status,
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 17/18-099.
 - b. County shall submit all required Evidence of Insurance prior to the execution of this Agreement. County agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1.1, 1.2, 1.3, or 1.4 above for the required period of insurance.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Occidental County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. County shall submit Required Evidence of Insurance 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. County 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, County shall provide certified copies of required insurance policies within thirty (30) days.

1.7. Policy Obligations

- a. County's contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If County fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from County's contractor resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to County's contractor, District may deduct from sums due to County any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Heather Kelley / 547-1963

Supervisorial District(s):

Title: Environmental Systems Research Institute, Inc. - Enterprise Advantage Program and, As-Needed Database and Web Development Services

Recommended Actions:

- A. Authorize Sonoma County Water Agency's General Manager to execute a two-year agreement with Environmental Systems Research Institute, Inc. - Enterprise Advantage Program subscription and support services through approximately October, 2020 in the amount of \$172,000. The Agreement will provide technical support to deploy a cloud computing environment for Sonoma County Water Agency's Geographic Information Systems data, which will support advanced technical projects, facilitate data sharing with external agencies, and provide secured backup data to improve resiliency and ensure continuity of operations during future disasters.
- B. Authorize Sonoma County Water Agency's General Manager to execute the First Amended Agreement for As-Needed Database and Web Development Services with Dina Luvishis to provide Geographic Information Systems database programming and maintenance increasing the amount by \$180,000, and extending the agreement term by two years for a new not-to-exceed agreement total of \$230,000 and end date of February 28, 2021.
- C. Authorize the Sonoma County Water Agency's General Manager to terminate the agreements in accordance with their respective termination clauses.
- D. Adopt a resolution authorizing adjustments to Sonoma County Water Agency's Fiscal Year 2018-2019 adopted budget for the General Fund in the amount of \$237,000 for Environmental Systems Research Institute, Inc. - Enterprise Advantage Program.

Executive Summary:

The Environmental Systems Research Institute, Inc. - Enterprise Advantage Program agreement will provide advanced technical support to deploy an Amazon cloud computing environment, load Sonoma County Water Agency's (Sonoma Water) Geographic Information Systems (GIS) data and databases to this cloud environment, and use the data and databases to support advanced technical projects, such as field data collection and sharing of enterprise databases with outside regulatory agencies.

The First Amended Agreement will enable Dina Luvishis (Consultant) to continue working on the existing scope under the agreement as well as assist Sonoma Water with the rollout and integration of the scheduled database projects.

Discussion:

HISTORY OF ITEM/BACKGROUND

Sonoma Water has had GIS for approximately 15 years. Initially the GIS provided basic spatial data, and depicted locations and simple information on paper maps. Over the years, the GIS has evolved into a more complex system providing spatial data analysis, web mapping applications, field data applications, and enterprise databases supporting a multi-editor and web application interface.

The Environmental Systems Research Institute, Inc. (Institute)
Enterprise Advantage Program (Program)

Over the past three years, there has been an increased demand for more sophisticated projects and databases. Some of these require the ability to connect to and create data outside Sonoma Water's firewall-secured network. Additionally, the October 2017 wildfires reminded many agencies, including Sonoma Water, of the need for data redundancy and resiliency. Creating a duplicate of Sonoma Water's GIS data and databases to a secured cloud environment will ensure that data and databases will remain safe and operational during an emergency, and can further be used in support of emergency response. This sophisticated system requires advanced support from a consultant specializing in these systems.

First Amended Agreement

In order to provide continued Enterprise Database support to Sonoma Water staff, it is necessary to amend the current agreement with Dina Luvishis (Consultant). The databases that will be ported to the cloud computing environment were developed with the Consultant and as such, Consultant has an intimate knowledge of the data stored in these databases as well as the database architecture. Consultant will be integral to continuing the support for Sonoma Water on these databases. Additionally, Consultant will provide support to the Institute in the project involving the porting of Sonoma Water databases to the cloud.

SELECTION PROCESS

Institute Agreement: The County of Sonoma selected the Institute through a competitive selection process, and recognizes this software as the industry standard for GIS software. Sonoma Water uses the Enterprise License Agreement that was established by the County of Sonoma. Program agreements are provided only to the clients of the Institute who have an Enterprise License Agreement through them.

First Amended Agreement: In April 2016, Sonoma County Water Agency issued a solicitation for qualified web and database programming consultants. Consultant was selected from the list that was created for as-needed database and web development work because of her expertise using Microsoft SQL Management Studio and programming abilities using the Dot Net language. She was further selected for the database programming work with Institute because of her knowledge and insight in working with Sonoma County Water Agency's database systems.

SERVICES TO BE PROVIDED

Under the proposed Program agreement, the Institute will provide technical assistance to Sonoma Water in deploying an Amazon Web Services cloud to support advanced GIS implementation by copying the existing production GIS data and databases, GIS servers, and development code for web applications to this cloud, which will improve efficiency and provide tools enabling collaboration and information-sharing for Sonoma Water staff.

Additionally, work performed under this agreement will provide data and system redundancy in the event of a catastrophic emergency that would otherwise preclude Sonoma Water staff from accessing GIS data and software at damaged Sonoma Water facilities.

The cost of services will not exceed \$172,000; the term end date is two years from execution of the Agreement.

First Amended Agreement

Under the amended agreement, Consultant will continue supporting Sonoma Water in database and web development projects, as well as assist with the project involving database migration to cloud services.

The original agreement with Consultant was insufficient for time and money to use towards the database migration project.

REQUEST FOR DELEGATED SONOMA WATER GENERAL MANAGER TERMINATION AUTHORITY

When Sonoma Water uses its own forms, it is clear that the General Manager has the delegated authority to terminate the contract if necessary. Here, the contract is on Environmental Systems Research Institute's form. Therefore, staff requests that Sonoma County Water Agency's General Manager be authorized to terminate the Environmental Systems Research Institute, Inc. - Enterprise Advantage Program agreement, if appropriate, in keeping with standard protocol. Per the ESRI contract's terms and conditions, the agreement may be terminated at any time upon written notice; however, termination without cause does not entitle Sonoma Water to receive any refund of fees paid. Either party may terminate the agreement for cause for a material breach of the contract that is not cured within 30 days of written notice.

RECOMMENDATIONS

Sonoma Water staff recommends that the Board authorize Sonoma Water's General Manager to execute a two-year agreement with Environmental Systems Research Institute, Inc. - Enterprise Advantage Program subscription and support services through approximately October 2020 in the amount of \$172,000; authorize the General Manager to terminate the agreement; and adopt a budget resolution for the General Fund in the amount of \$57,000 for this agreement.

Sonoma Water staff recommends that the Board authorize Sonoma Water's General Manager to execute the First Amended Agreement for As-Needed Database and Web Development Services with Dina Luvishis, Consultant to provide database programming and maintenance increasing the amount by \$180,000, and extending the agreement term by two years for a new not-to-exceed agreement total of \$230,000 and end date of February 28, 2021. Staff also recommends that the Board adopt a budget resolution for the General Fund in the amount of \$180,000 for this agreement.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 3: Invest in the Future			
<p>The work performed under this agreement will benefit the community by providing an efficient data collection system for employees and a robust system of support for the community in case of emergency, as well as multiple divisions within Sonoma Water. This will support and enhance several current and future projects throughout Sonoma Water.</p> <p>Sonoma Water Strategic Plan Alignment Information Technology, Goal 1: Increase security, usability and efficiency of Information Technology (IT) Systems. Authorizing ESRI to Support Sonoma Water GIS staff in the development of an Amazon Web Services cloud computing environment, and loading of Sonoma Water GIS data, databases, and computing services to this cloud will improve the usability and efficiency of our information systems. This project aligns with Sonoma Water’s Strategic Plan 2017 by keeping our GIS software and hardware current improving efficiency, and providing tools enabling the collaboration and information sharing for staff.</p>			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	115,000		
Additional Appropriation Requested	237,000		
Total Expenditures	352,000		
Funding Sources			
General Fund/WA GF	352,000		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	352,000		
Narrative Explanation of Fiscal Impacts:			
<p>Fiscal Year 2018/2019 budget appropriations of \$115,000 are available in the Sonoma Water General Fund for the ESRI agreement. Additional appropriations of \$180,000 and \$57,000 are required for the As-Needed Database and Web Development Services, and ESRI EEAP, respectively, for a total of \$237,000. With Board approval, additional appropriations of \$237,000 will be made in the Sonoma Water General Fund pursuant to the attached budgetary resolution (attachment R1). The additional appropriation of \$237,000 will be comprised of \$180,000 of unused General Fund appropriations previously budgeted in FY 2017/2018 for the ESRI agreement that will be re-budgeted in FY 2018/2019, and additional appropriations of \$57,000 for the database development services.</p>			

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution R1			
Related Items “On File” with the Clerk of the Board:			
Agreement Amended Agreement			

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CF/0-0-21 Environmental Systems Research Institute, Inc. (Enterprise Advanced Program Subscription and Support Services) 17/18-143 (ID 7039CF/0-0-21 Luvishis, Dina (Agree for As-Needed Database and Web Development Services) 17/18-084 (ID 6928)

Date: October 9, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Sonoma County Water Agency Authorizing Adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Sonoma County Water Agency General Fund in the Amount of \$237,000 for the ESRI Enterprise Assistance Program and As-Needed Database and Web Development Services

Whereas, the Board of Directors of the Sonoma County Water Agency adopted the Water Agency Fiscal Year 2018-2019 budget on June 15, 2018; and

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

Whereas, Sonoma County Water Agency desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the General Fund in the amount of \$237,000 for the ESRI Enterprise Assistance Program and As-Needed Database and Web Development Services; and

Whereas, a resolution from the Sonoma County Water Agency's governing board authorizing such budget adjustment is required.

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

Resolution #

Date:

Page 2

Fiscal Year 2018-2019 Expenditures		Amount
14015-33010100	General Fund	
51803	Other Contract Services	237,000
Total Expenditures		237,000
Fiscal Year 2018-2019 Funding Sources		
14015-33010100	General Fund	
	Fund Balance	237,000
Total Funding Sources		237,000

Directors:

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Joan Hultberg / 547-1902

Supervisorial District(s):

All

Title: 2018 Local Hazard Mitigation Plan

Recommended Actions:

Adopt a Resolution approving the Sonoma County Water Agency 2018 Local Hazard Mitigation Plan, which will help prepare for natural and other disasters by identifying physical vulnerabilities and developing strategies to alleviate their impacts. The preparation, approval, and adoption of the Plan are required in order to obtain Federal Emergency Management Agency funds.

Executive Summary:

On March 27, 2017, Sonoma County Water Agency (Sonoma Water) was awarded a \$150,000 Federal Emergency Management Agency (FEMA) grant through the California Governor's Office of Emergency Services (CalOES) to prepare an update to the single jurisdictional Local Hazard Mitigation Plan (Plan). The Plan, required to be updated every five years, is a part of Sonoma Water's efforts to be prepared for natural and other disasters by identifying physical vulnerabilities and developing strategies to alleviate their impacts. CalOES and FEMA have tentatively approved the 2018 Plan, pending adoption by this Board of Directors. Once adopted by the Board and formally approved by FEMA, the Plan will continue to guide Sonoma Water priorities for mitigating potential threats to infrastructure. The preparation, approval, and adoption of the Plan are required in order to obtain FEMA funds.

Discussion:

In 2004 Sonoma Water embarked on an effort to assess how its water supply transmission system would perform during and following certain natural disaster events. At that time the Board authorized the Water Agency to hire MMI Engineering to conduct a two phase natural hazard analysis of the transmission system. The results of the analysis indicated that the primary natural hazard risk to the transmission system is a major earthquake occurring along the Rodgers Creek Fault and that there are several areas of the transmission system that may be vulnerable to damage in the event of a major earthquake.

Sonoma Water staff and MMI Engineering worked together to identify and prioritize the areas of vulnerability and developed a Capital Projects Plan for reliability projects. In 2007, Sonoma Water with

the help of MMI Engineering prepared a Local Hazard Mitigation Plan for its water transmission system and identified the highest priority reliability projects as mitigation actions to pursue. In 2008, the Plan was adopted by Sonoma Water's Board of Directors and approved by FEMA.

In 2011-2012 the Plan was updated. This update process included an assessment of progress towards the goals and objectives laid out in the 2008 Plan, and the creation of a new list of priority projects intended to increase system resiliency to damage from natural disasters. In 2012 the Plan was adopted by Sonoma Water's Board of Directors and approved by FEMA.

To date, the adoption of the 2008 and 2012 Plans have been very successful, resulting in the award of \$5.23 million for three reliability projects: 1) replacement of the Santa Rosa aqueduct crossing at the Rodgers Creek Fault; 2) the installation of 14 isolation valves throughout the water transmission system; and 3) and a flood mitigation project at the Pengrove Lift Station. Sonoma Water has an additional \$8.75 million in mitigation grant funds pending successful environmental review of three other aqueduct crossings at the Russian River, Mark West Creek, and Santa Rosa Creek. More generally, these grant funds will be used to pay for projects that improve the resiliency of the Water Agency's facilities and infrastructure to withstand the effects of a seismic event.

An adopted and approved Plan is required by the FEMA in order to be eligible to apply for federal hazard mitigation grant funds. The Federal Emergency Management Agency provides two funding mechanisms for projects or actions intended to limit the adverse effects of natural disasters, as follows: 1) Pre-Disaster Mitigation Program, and 2) Hazard Mitigation Grants Program. These programs are designed to identify and mitigate threats to local infrastructure by natural hazards, including climate change.

To continue to be eligible for Federal Emergency Management Agency funding, the Plan must be updated every five years. In March of 2017, Sonoma Water was awarded a \$150,000 FEMA grant through CalOES to prepare an update to the single jurisdictional Plan. This grant funding allowed Sonoma Water to further assess natural hazard related vulnerabilities for the water transmission system, the Geyserville, Pengrove, and Airport-Larkfield-Wikiup sanitation zones, and the flood protection infrastructure. Natural hazards that pose the most significant vulnerabilities to these systems are seismic, flood, fire, and geologic threats, including landslides and corrosive soils, and drought. The draft 2018 Plan was substantially completed prior to the October 2017 wildfires. However, after the fires the technical and management staff revisited the fire related aspects of the Plan in order to ensure that applicable fire related vulnerabilities and mitigation actions are adequately addressed.

The updated draft Plan contains some projects included in the existing Plan, in addition to new projects identified from the vulnerability analysis conducted in 2017. The goal listed in the Plan for the water supply system is to increase reliability of water supply to the public, including during and after a natural disaster. New or modified projects that were identified under this goal and stemmed from the October 2017 fires include the following :

1. Conduct an assessment of vegetation around Lake Sonoma and Lake Mendocino for potential vegetation management projects that will project water quality and storage from a fire.
2. Develop a design or operational strategy to maintain communications and auxiliary power at all water supply tanks and booster stations in the event of fire damage. Develop a design for additional infrastructure for redundancy and reliability of communication system.

3. Assess vulnerability of Russian River supply upstream of the Water Agency’s diversion facilities to contamination from earthquake and non-earthquake induced landslides, wildland fire, and resulting post-fire erosion, especially to Lake Sonoma and Lake Mendocino water supply sources.
4. Develop and implement an operational and design strategy to mitigate against potential fire damage to Mirabel and Wohler facilities. Include consideration of removing debris, trees, or other fire-hazard materials; installing fire resilient building materials; and modifying treatment processes to accommodate water quality changes.
5. Develop and implement design and operation plans to mitigate liquefaction and/or fire related damage to electric power lines feeding collectors and pump stations.

Sonoma Water met with technical and management staff, presented at the Water Advisory Committee & Technical Advisory Committee meetings, Flood Zones 1A, 2A, and 3A advisory board meetings, and sent out newsletters to sanitation zone customers. Sections that have been significantly revised or added to the 2018 Plan include 4.2 “Sanitation System and Vulnerability Assessment”, 4.3 “Flood Protection Infrastructure and Vulnerability Assessment”, Section 5 “Mitigation Strategy: Goals, Objectives, and Actions”, and the corresponding hazard maps/figures. The focus of the 2018 Plan is to update information related to natural hazards, provide a status of mitigation projects underway, include additional priority hazard mitigation projects, describe the public outreach program, and update the hazard maps. The Draft Local Hazard Mitigation Plan is available for review on the Sonoma County Water Agency’s website <http://www.scwa.ca.gov/secureourwater/>

The draft Plan was posted on Sonoma Water’s website for the public review comment period, and several copies were placed at regional libraries throughout Sonoma County. Sonoma Water also directly notified several agencies and interested parties of the public comment period, and supplied a link to the Plan. The public comment period ran from April 24 - May 25, 2018. Only one comment was received, and Sonoma Water forwarded the comment to the appropriate public agency, as the comment was not within Sonoma Water’s jurisdiction.

The County of Sonoma has its own Local Hazard Mitigation Plan, which was approved by FEMA on May 4, 2017, and adopted by the Board of Supervisors on April 25, 2017. The County’s Local Hazard Mitigation Plan is separate from Sonoma Water’s Plan because the County and Sonoma Water are distinct legal entities, with separate jurisdictions. FEMA requires that each jurisdiction have its own Local Hazard Mitigation Plan, or be officially adopted into a broader multi-jurisdictional Local Hazard Mitigation Plan. As such, the County’s Local Hazard Mitigation Plan focuses on hazards and risks to its jurisdictional area, and proposes mitigation actions that the County has the purview to undertake. Concurrently, the purpose of Sonoma Water’s Local Hazard Mitigation Plan is to focus on the hazards and risks to the infrastructure and resources within its jurisdictional area, and propose actions that it has the authority to implement. In this way these two Local Hazard Mitigation Plans complement and support one another, enhancing natural hazard awareness and resiliency county wide.

Prior Board Actions:

- 06/20/2017: Authorized receipt of \$150,000 grant from FEMA to update Sonoma Water’s Local Hazard Mitigation Plan
- 12/11/2012: Approved resolution to formally adopt the 2012 Local Hazard Mitigation Plan
- 01/08/2008: Approved resolution to formally adopt the 2008 Local Hazard Mitigation Plan

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Our Organization, Goal 3: Continue to improve emergency preparation and response to natural disasters.			
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:			
No fiscal impact with this item. Should the Plan be adopted by this Board, Sonoma Water will be eligible to apply for funding for implementation of mitigation actions identified in the Plan.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
Final Draft 2018 Sonoma County Water Agency Local Hazard Mitigation Plan			

Date: October 9, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Directors Of The Sonoma County Water Agency, State Of California,
To Formally Adopt 2018 Sonoma County Water Agency Local Hazard Mitigation Plan**

Whereas, the Board of Directors of the Sonoma County Water Agency recognizes the need to be prepared in the event of a natural disaster; and

Whereas, the Federal Emergency Management Agency requires a Local Hazard Mitigation Plan be adopted in order to qualify for Federal Disaster Relief Funds; and

Whereas, the Federal Emergency Management Agency requires that the Local Hazard Mitigation Plan be updated and adopted every 5 years in order to qualify for Federal Disaster Relief Funds; and

Whereas, the adoption of the 2018 Local Hazard Mitigation Plan for the Sonoma County Water Agency will qualify the Sonoma County Water Agency for Pre-Disaster and Hazard Mitigation Grant Funds; and

Now, Therefore, Be It Resolved hat the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. All of the above recitals are true and correct
2. The 2018 Sonoma County Water Agency Local Hazard Mitigation Plan meets the requirements of the Disaster Mitigation Act of 2000.
3. The 2018 Sonoma County Water Agency Local Hazard Mitigation Plan is hereby adopted

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

To: Board of Directors, Sonoma Water

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sonoma Water

Staff Name and Phone Number:

Dale Roberts, 707-547-1979

Supervisorial District(s):

Fourth

Title: Warm Springs Hydropower Non-Disclosure Agreement

Recommended Actions:

- a) Authorize the Sonoma County Water Agency's General Manager to execute a Non-Disclosure Agreement with Sonoma Clean Power to enable confidential discussions and negotiations between the parties regarding the potential sale of power from the Agency's Warm Springs Dam Hydroelectric Power Facility. Selling hydroelectric power to Sonoma Clean Power would increase revenues and allow local renewables to benefit the community.
- b) Authorize the Sonoma County Water Agency's General Manager to terminate the Agreement, if appropriate.

Executive Summary:

Staff recommends that the Board authorize the General Manager of Sonoma County Water Agency to execute a Non-Disclosure Agreement with Sonoma Clean Power for the potential sale of power from Sonoma Water's Warm Springs Dam Hydroelectric Power Facility.

Discussion:

Sonoma County Water Agency's (Sonoma Water) Warm Springs Dam Hydroelectric Power Facility (Hydro Facility) began producing power in 1989. Sonoma Water sold the power under a 20 year contract through 2009 to Pacific Gas and Electric (PG&E). Since 2009, Sonoma Water has sold the Hydro Facility power to our primary power provider, the Power and Water Resources Pooling Authority (Pooling Authority). Pooling Authority aggregates the Hydro Facility into its power portfolio. Recent demands in California power markets have increased the value of baseload, consistent output renewable power sources, such as hydropower. Sonoma Water is exploring other potential buyers of the power from this valuable asset. Sonoma Clean Power is one of those potential power buyers. Sonoma Clean Power has a history of supporting local renewable energy sources and has expressed interest in purchasing power from Sonoma Water's Hydro Facility. To ensure they keep their power pricing competitive, Sonoma Clean Power

requires Sonoma Water enter into a Non-Disclosure Agreement to ensure shared information remains confidential.

Staff recommend the Board authorize the General Manager of Sonoma County Water Agency to execute a Non-Disclosure Agreement with Sonoma Clean Power to enable confidential discussions and negotiations between the parties regarding the potential sale of power from Sonoma Water’s Warm Springs Dam Hydroelectric Power Facility. If confidential negotiations result in a potential deal, Sonoma Water would return to the Board at a future date to request approval of a formal agreement to sell hydroelectric power to Sonoma Clean Power.

Prior Board Actions:

03/25/2014: Authorize General Manager/Chief Engineer to execute the Renewable Energy Purchase Agreement between the Sonoma County Water Agency and Power and Water Resources Pooling Authority.

11/03/2009: Authorize General Manager/Chief Engineer to execute the Renewable Energy Purchase Agreement between the Sonoma County Water Agency and Power and Water Resources Pooling Authority.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Sonoma Water Strategic Plan Alignment: Energy, Goal 1: Increase carbon free energy use and reduce greenhouse gas (GHG) emissions.

This agreement would allow Sonoma Water to capitalize on its valuable hydropower asset and allow local renewables to benefit the community.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
This agreement would allow Sonoma Water to sell power from this valuable hydropower asset at a higher price than we currently receive, thereby increasing revenues.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Mutual Confidentiality and Nondisclosure Agreement			
Related Items “On File” with the Clerk of the Board:			
None			

**SONOMA CLEAN POWER AUTHORITY
MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between Sonoma Clean Power Authority, a California joint powers authority, with a principal place of business at 50 Santa Rosa Avenue, 5th Floor, Santa Rosa, CA 95404 (“**SCPA**”) and Sonoma County Water Agency.

The parties to this Agreement intend to enter into discussions regarding a possible purchase by SCPA from _____ of _____ (the “**Transaction**”). In connection with the Transaction, the parties may receive certain Confidential Information (as defined below) from each other, the confidentiality of which the parties desire to protect. For purposes of this Agreement, the party making the disclosure of Confidential Information is referred to as “**Disclosing Party**” and the party receiving such Confidential Information is referred to as “**Receiving Party**.” For purposes of this Agreement, “**Affiliate**” means, as to either party, any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Confidential Information.**

(a) **Defined.** “**Confidential Information**” means all secret, proprietary, confidential or otherwise nonpublic information of or relating to a party or its Affiliates, in any form whether written, electronic, visual or oral, and all notes, analyses, compilations, studies, reports, interpretations, or other material prepared by Receiving Party or its employees or agents which contain or reflect or are based upon, in whole or in part, the foregoing, including the names, addresses, and other information relating to SCPA customers.

(b) **Exclusions.** Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Receiving Party or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is in the possession of Receiving Party at the time of disclosure by Disclosing Party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of Receiving Party’s breach of any legal obligation; (iii) that becomes known to Receiving Party through disclosure by sources other than Disclosing Party which, to the knowledge of Receiving Party, are not subject to any obligation of confidentiality or other duty not to disclose such information; or (iv) that is independently developed by Receiving Party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by Receiving Party. Neither the terms of this Agreement nor the fact that this Agreement was entered into shall constitute “Confidential Information.”

2. **Obligation of Confidentiality.**

Receiving Party will not use or disclose any Confidential Information of Disclosing Party except for purposes of carrying out Receiving Party’s duties and obligations with respect to, and otherwise as reasonably necessary to implement, the Transaction, except that Receiving Party may disclose such Confidential Information where it is under a legal or regulatory obligation to do so. Subject to the foregoing, without the prior written consent of Disclosing Party, Receiving Party will not disclose any portion of the Confidential Information to any person, other than to employees, consultants, Affiliates, advisors, attorneys, auditors, lenders or agents of Receiving Party who have a need to know in connection with the Transaction or otherwise (collectively, to the extent Receiving Party discloses, or provides access to, Confidential Information to any of the foregoing, its

“**Representatives**”), provided such Representatives are informed of this Agreement and agree to be bound by the terms hereof or are otherwise bound by obligations of confidentiality with regard to the Confidential Information which are at least as protective as the confidentiality obligations set forth herein.

3. **Compliance with the Law.** If Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule, or a request to either party under the California Public Records Act (California Government Code Section 6250 et seq.)) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. Provided that Receiving Party gives Disclosing Party such notice, Receiving Party’s disclosure of Confidential Materials pursuant to the preceding sentence shall not be a violation of this Agreement. Receiving Party may also disclose Confidential Information in connection with any arbitration or litigation between the parties concerning any finalized Transaction.

4. **Return of Materials.** Upon termination of the Agreement or upon the earlier written request of Disclosing Party, Receiving Party shall, and shall cause its Representatives to, promptly upon the written request of Disclosing Party, deliver to Disclosing Party all documents, files or other materials furnished by or on behalf of Disclosing Party to Receiving Party constituting Confidential Information, without retaining any copies of them. Receiving Party shall then and shall cause its relevant Representatives to destroy all other documents, files or materials constituting Confidential Information of Disclosing Party (including all electronic records containing or describing any Confidential Information), and shall confirm in writing to Disclosing Party that all Confidential Information and records have been returned or destroyed. The obligations of Receiving Party contained in this Agreement will survive any return or destruction of documents, files or other materials containing Confidential Information; provided, however, an archival copy of the Confidential Information and copies, notes, summaries, or extracts may be retained (and subsequently destroyed) in the files of Receiving Party in accordance with its record retention policies, so long as such policy does not conflict with the terms of protection of Receiving Party for the periods described in this Agreement.

5. **Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, without regard to conflicts of laws. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco County for the purposes of adjudicating any matter arising from or in connection with this Agreement. Each party expressly waives any right to a trial by a jury in any proceeding arising directly or indirectly out of this Agreement.

6. **No Representation, Warranty or Obligation.** Disclosing Party makes no representation or warranty, express or implied, as to the Confidential Information, including without limitation to any warranty against infringement, accuracy or completeness, and Disclosing Party shall have no liability based upon the Confidential Information; provided, that Disclosing Party represents it has the right to disclose the Confidential Information to Receiving Party hereunder. Nothing in this Agreement obligates Disclosing Party to make any particular disclosure of Confidential Information or to complete, revise or update any Confidential Information. Nothing herein obligates either party to enter into or continue discussions or transactions related to the Transaction, or prevents Disclosing Party from disclosing its Confidential Information to any other person or entity.

7. **Term.** This Agreement will continue in full force and effect for a term of three years from the Effective Date. This Agreement shall survive any change or termination of the parties' business relationship.

8. **Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

9. **Miscellaneous.** The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof. This Agreement supersedes all prior written and oral agreements and all other communications between the parties. Amendments and modifications to this Agreement will be effective only if written and signed by both parties. This Agreement will be binding upon and inure to the benefit of each party's successors or permitted assigns. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto, SCPA's Affiliates, and their successors and permitted assigns. If any provision in this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby. All notices, requests, consents and other communications required or permitted to be delivered hereunder must be made in writing and delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party represents and warrants that the individual signing below has the necessary authority to bind the party set forth below.

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

SONOMA CLEAN POWER AUTHORITY

SONOMA COUNTY WATER AGENCY

By: _____

By: _____

Name:

Name:

Title:

Title:



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 9, 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; **734** 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 September 28, **717 property owners have requested site assessments; 341 have been ruled eligible for backfill program; 373 have been ruled ineligible; backfilling of 240 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 98 properties to date; 34 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. Cal Fire made use of the new tool almost immediately. On August 5, another camera was installed at Mount Konocti in Lake County. Cal Fire used the camera to assist in fighting the Mendocino Complex Fires. The state-of-the-art system uses near-infrared technology for night vision, and allows fire officials to take control of the cameras during wildfire emergencies to monitor fire and weather activity. The two cameras are part of a 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, the Regents of University of California, Scripps Institution of Oceanography (UC San Diego), and the AlertWildfire consortium of universities. The public can monitor both cameras and others as they become active on the University of Nevada, Reno - Nevada Seismological Laboratory website at www.alertwildfire.org/northbay/.

C. Emergency Alerts Tests

On September 10 and 12, 2018, the County of Sonoma tested local emergency alert and warning systems. The tests involved SoCoAlert, WEA (Wireless Emergency Alerts) and EAS (Emergency Alert System). Sonoma County Emergency Services will use data from the tests to analyze any gaps in the existing systems and make or suggest improvements. Emergency Services will present its initial findings and recommendations to your Board in October.

1. On September 10, phone calls were made to all SoCoAlert subscribers and landlines in the county from 6pm to 8:50pm. Over 290,000 phone calls were made; 51 percent reached a live person or an answering machine. Unsuccessful calls may have been due to phones without answering machines, numbers that are no longer in service, or other connection errors. The 911 database provided the phone numbers.
2. On September 12, the WEA system was activated to send emergency alerts to Healdsburg, Guerneville, Roseland, Glen Ellen/Kenwood and Penngrove. The alerts, similar to an AMBER Alert, are designed to display on all compatible mobile devices as a brief text notification and are accompanied by a special tone and vibration. Defined geographic areas were targeted for the WEA test to determine how effective the system is at notifying people with a mobile device of an emergency. The messages, in English and Spanish, contained a link to an online survey that will provide Emergency officials with data on

where and when people received the alert and what device and cellular provider they use.

3. The Emergency Alert System also was activated while the WEA test was taking place. A message, in English and Spanish, was broadcast on local television and AM and FM radio at 11:15am.

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

As being drafted, RED will have a governance structure that gives it broad authority to pool and leverage financing and will enable streamlined environmental review for local plans and

projects that meet goals for density, use of climate-smart and resilient technologies, protection of community separators, and affordability and equity. RED will build on existing regional planning efforts, and focus its regulatory and financial incentives on developments within locally designated employment investment and priority development areas.

Next steps for RED:

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

E. Rebuilding Permits

1. County has issued **562 building permits for homes as of October 1; 225 permits are in process; 11 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 **890 building permits for homes; 277 permits are in process; 23 homes have been finished.** For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

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. This allocation is a portion of the total \$28 billion that HUD set aside for disaster recovery efforts in nine states, Puerto Rico, and the U.S. Virgin Islands. The \$212 million appropriated to California consists of two awards: \$124 million for unmet disaster recovery needs, and \$88 million for preparedness and mitigation.

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

Eligible Uses of Funds: Eligible uses of these funds often include new housing construction and housing rehabilitation, preparedness and mitigation measures to reduce costs of future disasters (including use of fire resistant materials, design and location), repair or replacement of damaged infrastructure and public facilities, economic revitalization, and long-term recovery. To be eligible, projects and programs must demonstrate that they serve a need not being met by other funding sources. These funds do not provide individual cash assistance to fire survivors, but rather fund projects and programs that benefit impacted households and businesses. All funded activities must clearly address an impact of the October fires. Funds are targeted to benefit low and moderate income persons, to prevent and eliminate slums and blight, and to meet urgent needs, of which 70% must be used to support activities benefitting low- and moderate- income persons.

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

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

C. **FEMA Hazard Mitigation Grant Program**

County Departments and Districts submitted 20 grant applications to the California Governor's Office of Emergency Services (Cal OES), for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP). HMGP funding was available from the October fires, also known as DR-4344, and from the December Southern California fires, known as DR-4353. DR-4344 had approximately \$333 million available statewide, with applications due July 2 and September 4. DR-4353 had approximately \$56 million available statewide, with applications due September 4. HMGP can fund up to \$5 million or 75% of total project costs (whichever is less) for projects that eliminate or reduce damage from future natural disasters, not just wildfires.

The County and its Districts submitted 20 HMGP applications to CalOES, and these 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 are not moving forward under FEMA HMGP, the Grant Steering Committee is seeking appropriate alternative funding sources.

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

- 8 applications submitted

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

DR-4353 HMGP Applications – submitted on September 4

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

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

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

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.

The 2018 wildfires in Lake and Shasta County also opened up HMGP funding for DR-4382. Notices of Interest (NOI) were due October 5. The Information Systems Department is preparing to submit multiple NOIs.

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 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. 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 the application. The application must be submitted jointly by the jurisdiction's planning and fire departments.

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. The Office of Recovery and Resiliency is tracking this opportunity.

K. 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:

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:

10-09-2018 CAO Recovery Update_Att A HMGP NOI 4344

10-09-2018 CAO Recovery Update_Att B HMGP NOI 4353
10-09-2018 CAO Recovery Update_Att C Fire Bills
10-09-2018 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 CWPW with the Local Hazard Mitigation Plan, which is being updated concurrently.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018	
Fire	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
AB 1800 Levine D 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
AB 1875 Wood D 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
AB 1877 Limón D	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> Caballero D 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> Gloria D 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> Friedman D 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> Caballero D	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> <u>Berman D</u> 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> <u>Low D</u> 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 9, 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 9, 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 9, 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 9, 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: 7
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Caroline Judy, General Services: 707-565-8058
Barbie Robinson, Health Services: 707-565-4777

Supervisorial District(s):

Title: Lease Renewal for the Department of Health Services at 625 5th Street, Santa Rosa

Recommended Actions:

Authorize the General Services Director to execute a lease renewal with Sonoma Commercial Investors L.P. as Landlord for 38,473 rentable square feet of office space at 625 5th Street, Santa Rosa, for a term of 6 years; rental payment of \$72,137 per month for the first three-years (\$865,644 per year), and tenant improvements completed by the landlord, in support of saving the Department of Health Services' Public Health Division an estimated \$1,554,935 over the 6 year lease term (2nd action).

Executive Summary:

Purpose. General Services, in consultation with the Department of Health Services, requests Board consideration of a lease renewal at 625 5th Street, Santa Rosa for 38,473 rentable square feet to be occupied by the Department of Health Services Public Health Division. The proposed lease renewal will save the Division approximately \$1,204,935 in rent and \$350,000 in tenant improvement costs over a six year lease term while maintaining its downtown Santa Rosa presence and increase the functionality of the Division's premises for improved inter-department visibility, operational efficiency, communications, and service to the public.

Discussion:

The Department of Health Services Public Health Division has occupied a premises at 625 5th Street, Santa Rosa since December 2000. The Division offers the following services at this location:

Environmental Health and Safety – Consumer and Environmental Protection programs; Family Health Services – Maternal Child and Adolescent Health Coordination and Planning, Field Nursing, Teen Parent Connections, Nurse Family Partnership; Health Care Coordination – California Children's Services, Foster Care Nursing; Healthy Communities programs; Disease Control and Surveillance including clinical services; Public Health Preparedness program and mobilization staff; Public Health Program Support staff; Vital Statistics; and support for a variety of commissions and committees.

Staff at this facility provide support for a variety of offsite programs including Women Infants & Children program; Animal Services; Regional Public Health Laboratory; Coastal Valleys Emergency Medical Services Agency; Special Clinical Services and Medical Therapy Units.

The Department of Health Services leadership had long recognized that the premises for the Public Health Division, as designed and built, was inefficient, impeded work-flow, and lacked adequate natural light. However, they were willing to accept these drawbacks with potential improvements, rather than incur the high cost of relocation and new tenant improvements.

In anticipation of the November 30, 2018 expiration date of the Public Health Division's lease at 625 5th Street, in January of 2017, the General Services Department initiated a space search on behalf of the Department of Health Services. In preparation, the General Services Department provided the Public Health Division managers with a tour of two Federal buildings in San Francisco designed with an open "Google style" floor plan exhibiting greater office and operational efficiency. This tour provided the Division's leadership with concrete examples of how they could operate more efficiently and creatively by utilizing space differently. The Public Health Division leadership were able to visualize how less space and privacy per employee could be maximized to improve workflow and communication, and how greater natural light and air circulation is offered by an open floor plan. The initial search focused on properties from Rohnert Park to the Sonoma County Airport for facilities offering an open floor plan design.

In August 2017, Requests for Proposals were provided to the landlords of the properties the Division felt were most suitable to their needs, including the landlord of the current 625 5th Street facility. All potential Premises offered less space but a more open, efficient floor plan than their current facility. After further negotiations, delayed by the October fires, 2235 Mercury Way, Santa Rosa emerged as the top property. 2235 Mercury Way is a Class A office building with an efficient, open floor plan design that is located adjacent to Department of Health Service's new Behavioral Health Campus and Kaiser's new medical building.

In February 2018, negotiations recommenced with the landlord for 625 5th Street after the landlord offered a significant rent reduction and an attractive tenant allowance that resulted in approximately \$1,204,935 in rent savings to the Division. Additionally, General Services Real Estate division successfully negotiated up to \$350,000 in tenant improvements to provide space efficiencies, provide more natural lighting and other operational efficiencies. The landlord provided a further rent concession of agreeing to keep the rent flat for the first three years of the lease term. These savings, combined with the Division avoiding an estimated \$900,000 in relocation costs through renewing rather than relocating, convinced the Division to renew a renegotiated lease at 625 5th Street.

If this lease renewal is not approved, the Department of Health Services could lose \$1,554,935 in rent and tenant improvement savings it negotiated with the landlord for 625 5th Street. The Department of Health Services will retain occupancy of its current premises at 625 5th Street and may be compelled to recommence its search for suitable space while facing a lease expiration date of November 30, 2018, exposing it to an estimated \$900,000 in relocation costs.

Board approval of the proposed Lease will provide the Department of Health Services substantial rent and tenant improvement savings while increasing operational efficiency of its Public Health Division through physical improvements that the landlord will make at the landlord's cost to its Premises at 625

5th Street. The Lease includes a provision whereby the lease can be terminated, by paying a termination fee.

Lease Renewal Agreement. The proposed Lease Renewal Agreement between Sonoma Commercial Investors L.P. as Landlord and the County of Sonoma, as Tenant contains the following key provisions:

1. Six (6) year lease term running from January 1, 2019 to December 31, 2024.
2. Premises total 38,473 rentable square feet.
3. Monthly Rent is Seventy Two Thousand One Hundred Thirty Seven (\$72,137), (\$1.875 per square foot of the Rentable Area per month).
4. No rent increases for Years 2 & 3. Beginning on the third anniversary of the Commencement Date (Year 4) and on each successive anniversary thereafter during the Lease Term, Base Rent shall be increased by three percent (3%).
5. 129 parking spaces are provided free of charge.
6. Landlord to complete all agreed upon tenant improvements to the Premises, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for work completed, with the landlord responsible for all costs exceeding this combined amount.
7. The County maintains the right to terminate the Lease Agreement at any time with one hundred eighty (180) days written notice for lack of funding. The Lease Termination Fee will be the unamortized value of the tenant improvement allowance and broker's commissions.

County staff, with input from real estate brokerages, determined that the negotiated rent, lease terms and Landlord's Tenant Improvements contribution represent an acceptable fair market rental rate for the location and is consistent with rates and lease terms of other office tenants in the area.

\$1,204,935 in rent savings resulting from this lease renewal were calculated as follows:

Though the area of the Public Health Division's premises will remain unchanged at 38,473 rentable square feet, monthly rent for the first year will be reduced eleven percent (11%) to \$72,137, (\$1.875 per square foot per month) and remain flat for the next three years. This rent reduction provides \$8,656 in monthly savings in the first year, with an overall average of \$7,411 in monthly savings over the six-year term. Total rent savings for the six-year term is \$533,559. These savings would not have been achieved if staff had not conducted a competitive process. Additional monthly rent savings of \$5,758 will be achieved through consolidating the Department of Health Services' Healthy Communities section from leased space at 490 Mendocino Avenue into Public Health's premises at 625 5th Street, for a total savings of \$414,576 over six years. There will be an additional \$3,567 in monthly savings resulting from the landlord for 625 5th Street agreeing to no longer charge the Division for parking, for a total savings of \$256,800 over six years. This brings the total rent savings for Department of Health Services Public Health Division in the first year of the lease term to \$215,770, representing a twenty percent (20%) reduction in rent expense for the Division. Total rent savings for Department of Health Services Public Health Division over the six year lease term equals \$1,204,935.

All agreed upon tenant improvements to the Public Health Division's premises will be provided by the landlord, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for

work completed, with the landlord responsible for all costs exceeding this combined amount. This creates tenant improvement savings for the Department of at least \$350,000 in addition to the rent savings mentioned above.

Project Costs and Construction Schedule. The total cost to the Department of Health Services is estimated to be \$141,000 for some new furniture and furniture movement.

Landlord to complete all agreed upon tenant improvements to the Premises, with the landlord contributing the first \$350,000 toward tenant improvements, and the Department of Health Services contributing the next \$250,000 in the form of progress payments for work completed, with the landlord responsible for all costs exceeding this combined amount.

Regulatory Conformance. The project conforms with all regulatory requirements.

Procedural Authority. Government Code Section 25350 requires publication of notice of the Board’s intent to enter into a lease for three successive weeks prior to execution of the lease agreement where it is valued at more than \$50,000. If your Board takes the requested action, this matter will return to the Board on or after October 9, 2018, for Board consideration and approval of the proposed lease.

Prior Board Actions:

9/11/18: Declared intent to enter into subject lease

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

This Lease will provide the Department of Health Services Public Health Division \$1,554,935 in rent and tenant improvement savings, and avoid approximately \$900,000 in relocation costs for the Public Health Division, while maintaining its downtown Santa Rosa presence and increasing the functionality of the Division’s premises for improved inter-department visibility, operational efficiency, communications, and service to the public.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$682,822	\$865,644	\$865,644
Additional Appropriation Requested			
Total Expenditures	\$682,822	\$865,644	\$865,644
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$682,822	\$865,644	\$865,644
Use of Fund Balance			
Contingencies			
Total Sources	\$682,822	\$865,644	\$865,644
Narrative Explanation of Fiscal Impacts:			
Rent for FY 18-19, FY 19-20, FY 20-21, and one-time \$250,000 in cash contribution by the Department of Health Services to tenant improvement cost in FY 18-19, will be included in the Department of Health Services budget. The Department will use various funding sources to cover the allocated monthly lease payments and Intergovernmental Transfer funds to cover the tenant improvements.			
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: Lease Attachment 2: Lease Termination Fee Schedule			
Related Items “On File” with the Clerk of the Board:			
None			

LEASE

This Lease ("Lease") is made this _____ day of _____, 2018 ("Effective Date"), by and between Sonoma Commercial Investors, L.P., a California Limited Partnership (hereinafter called "Landlord"), and the County of Sonoma, a political subdivision of the State of California (hereinafter called "Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties" and singularly as "Party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated on the first and second floors in that certain two-story office building commonly known as 625 5th Street ("Building"), which Building is situated on that certain real property known as Sonoma County Assessor's Parcel Number 009-025-018 located in the City of Santa Rosa, County of Sonoma, State of California. Subject to verification as provided in Subsection 1.3.2, the Rentable Area (as defined in Section 1.3.1) and Usable Area (as defined in Section 1.3.1) of the Premises are Thirty Eight Thousand Four Hundred and Seventy Three (38,473) square feet and Thirty Five Thousand Seven Hundred Sixty Three (35,763) square feet, respectively. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property".

1.2

1.2 Preparation of Premises; Acceptance. Landlord hereby represents and warrants to Tenant that Landlord shall at Landlord's sole expense deliver the Premises in accordance with the terms and conditions listed in **Exhibit C** (the "Tenant Improvement Agreement") attached hereto and made a part hereof by this reference, and in particular all work described in attachment C-1 of **Exhibit C** even in the event that Landlord fails to obtain financing for some or all of the improvements. Tenant may enter those areas of the Premises in which such work is completed to install its furniture, fixtures and equipment while work in other areas in the Premises is still under construction.

Included in the Rent described in Paragraph 4.1, the Landlord shall provide an Initial Tenant Improvement Allowance in the amount of Three Hundred Fifty Thousand dollars (\$350,000.00) ("Initial Tenant Improvement Allowance") which shall be used to complete the improvements, space planning, and construction documents described in **Exhibit C**. Should the cost of the scope of work described in **Exhibit C** exceed the Initial Tenant Improvement Allowance the Tenant shall provide up to an additional Two Hundred Fifty Thousand dollars (\$250,000.00) ("Tenant Contribution") in order to complete the work. The Tenant Contribution shall be in the form of

progress payments for work completed. Landlord shall be responsible for all costs that exceed the combined total of the Initial Tenant Improvement Allowance and the Tenant Contribution.

1.3 Rentable Area and Usable Area.

1.3.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," and "Usable Square Footage" shall be calculated under the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2017 or successor standard(s), adopted by the Building Owners and Managers Association International ("BOMA"). Any exterior alcove created pursuant to Exhibit C shall be considered a balcony according to BOMA standards and shall be included as part of the rentable square footage.

1.3.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The Parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises or the Rentable Area of the Building within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the Parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises and the Rentable Area of the Building at Landlord's sole cost and expense.

1.3.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises and the Building, if the Rentable Area of either is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.3.3, the Parties shall execute an amendment to this Lease stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises or the Building that has not been settled as provided in Subsection 1.3.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination.

If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the Commencement Date provided for in Section 2.2 below and shall end Seventy Two months thereafter ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease. Landlord affirms that Tenant is holding over under that Lease dated February 29, 2000, and that the rent charged under that Lease shall be paid through December 31, 2018, and continue to be paid by Tenant until the Commencement Date stated in Section 2.2 below of this new Lease. No holdover penalty will be charged.

2.2 Commencement Date. The Lease Term shall commence on the earlier of the following dates (the "Commencement Date"): (a) January 1, 2019, or (b) the day that is the first Monday following the elapse of thirty (30) days from actual receipt by Tenant of written notice from Landlord that the work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit C** is substantially completed. Notwithstanding the foregoing, if Tenant receives actual written notice from Landlord more than thirty (30) days prior to the date stated in subclause (a) of the preceding sentence that the work to be done in the Premises by Landlord is substantially completed and if Tenant commences operation of its business in all the areas of the Premises to be improved prior to the date stated in said subclause (a), then this Lease shall commence on the date that Tenant commences operation of its business in those portions of the Premises. Upon the determination of the Commencement Date, Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and attach it to this Lease as **Exhibit D**.

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit C** shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises, or such other document issued by the City of Santa Rosa allowing for occupancy and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and

completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. (Substantial Completion of Landlord's Work or "substantially completed" is defined in Section 5.1 of Exhibit C.) Landlord agrees to use its best efforts to provide Tenant with at least thirty (30) days advance notice of the date on which the Premises are expected to be substantially completed. Tenant shall have the right of early access to the Premises for a fixturing period of fifteen (15) business days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 Delay in Commencement. If Landlord fails to give Tenant notice by **September 7, 2019** that all phases of the Landlord's work in the Premises are substantially completed, as provided for above, then the Tenant may: (a) receive a rental abatement based on the square footage of the area of the Premises not yet completed and (b) extend Landlord's time for completion thereof and delivery of possession to Tenant, and withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the rent for the square footage not yet completed otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever, fails to give Tenant notice that the Landlord's work in the Premises is substantially completed by **September 7, 2019**, Tenant at its option shall have the right, by giving Landlord **Fifteen (15)** days' prior written notice of its intention to do so, to immediately cancel this Lease, and recover the additional sum of six (6) months rent from Landlord, as liquidated damages. This agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances at the time of this Lease, and it would be extremely difficult or impossible to determine, with any degree of accuracy the actual damages caused by such delay. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, strikes, lockouts, fires, floods, war, civil disorder or government regulations.

2.5 Termination by Tenant.

2.5.1 Termination Procedures. Non-appropriation of Funds. Tenant may terminate this Lease, in accordance with Section 2.5.2 below with respect to all or part of the Premises upon one hundred eighty (180) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of

Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn.

2.5.2 Withdrawal From Part of the Premises. In the event that Tenant vacates part of the Premises pursuant to Subsection 2.5.1 above, Landlord and Tenant shall agree upon the actual area Tenant vacates to achieve a reduction in Rent equal to the amount defunded so that the space to be vacated can be demised and leased to third parties.

2.5.1.1 Exercise of Termination Right. The Premises subject to any Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of one hundred eighty (180) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.5, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in this Subsection 2.5.1.1.

2.5.1.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value as of the Lease Termination Date" of the "Lease Concessions," as defined in Subsection 2.5.1.3.

2.5.1.3 Lease Concessions. For purposes of this Subsection 2.5.1.3, "Lease Concessions" shall be equal to the sum of (a) the amount of the Tenant Improvement Allowance and any other improvement allowance granted by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; (b) the amount of the real estate commissions paid to the brokers pursuant to the brokers' listing agreement with Landlord in connection with the consummation of the Lease by Tenant of the Canceled Premises; and (c) the amount of attorney's fees paid to Landlord's attorney to initially review and negotiate this Lease hereafter referred to as "Lease Concession Fee." Should Tenant terminate the lease prior to expiration of the lease term, the amount of the Tenant's Lease Concession Fee shall be the amount set forth in the "Lease Concession Amortization Schedule" attached hereto as Exhibit-H and made a part hereof by reference.

2.5.1.4 Unamortized Value as of Lease Termination Date. The "Unamortized Value as of the Lease Termination Date" of the Lease Concessions shall be equal to the product of:

(a) The number of months of the Lease Term remaining after the Lease Termination Date until the original Lease Expiration Date;

(b) The "Monthly Amortization Amount," as determined in Subsection 2.5.1.5.

2.5.1.5 Monthly Amortization Amount. The Monthly Amortization Amount shall be determined as if it were a component of an annuity, using:

(a) The amount of the Lease Concessions, not including any concessions for Tenant's expansion options, as the present value of the annuity;

(b) Seven percent (7%) per annum as the future value interest factor;

(c) Seventy-two (72) as the number of monthly payments of the annuity, commencing on the Lease Commencement Date and ending on the Lease Expiration Date; and

(d) The Monthly Amortization Amount (the missing component) as the monthly payment amount under the annuity.

2.6 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month to month tenancy which may be terminated by either Party upon ninety (90) days' prior written notice to the other Party, and shall otherwise be on the same terms and conditions herein set forth. Should Tenant hold over more than three months, the rent shall be the rent for the last year of the Term increased by twenty-five percent (25%).

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for any lawful business use so long as such use continues to be for standard professional office space.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof.

ARTICLE 4

Setoffs and Rent Proration

4.1 Definition of "Rent"--Limited Setoff. Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of **Seventy Two Thousand One Hundred Thirty Seven and 00/100 dollars (\$72,137.00), (\$1.875** per square foot of the Rentable Area per month), which amount includes the monthly amortization of

the agreed Initial Tenant Improvement Allowance, on or before the first day of every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 5.1 and Section 20.2. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing, including direct deposit into a bank account designated by Landlord. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the first day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be adjusted as follows: Beginning on the third anniversary of the Commencement Date and on each successive anniversary thereafter during the Lease Term, the Rent shall be increased by three percent (3%).

ARTICLE 5

MAINTENANCE

5.1. Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, elevator, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, polishing or waxing any exterior components, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (e.g., light bulbs, ballasts) and furnishing of all restroom supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during Tenant's normal business hours (7:00 a.m. - 6:00 p.m.) Monday through Friday and Saturday (9 a.m. - 2 p.m.), County holidays excepted, building utility services and elevators and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work

required. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations and shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within fifteen (15) days after demand from Tenant, Tenant shall have the right to withhold from future Rent due the sum Tenant has expended until Tenant is reimbursed in full.

5.2. Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide and pay for electricity service for ordinary lighting and business machines (such as typewriters, adding machines, faxes, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during the customary hours (i.e., 7:00 a.m. to 6:00 p.m., Monday through Friday and Saturdays (9 a.m. - 2 p.m.), County holidays excepted all in reasonable amounts not to exceed the capacities of the utility systems serving the Premises making delivery to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant's anticipated growth. Tenant shall pay to Landlord, in addition to Rent, for one hour of additional utilities in the amount of Fifteen dollars (\$15.00) per hour, billable quarterly.

6.2 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for a period of twenty-four (24) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to

the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time is caused by any negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.3 Security Services. Tenant shall have the right to have installed in the Premises, a card key access system or other security system, subject to Landlord's prior written approval which shall not be unreasonably withheld or delayed beyond ten (10) business days. Tenant shall provide Landlord with an activated card-key and/or the password to the security system so that Landlord may enter the Premises to carry out Landlord's obligations under this Lease.

6.4 Janitorial Services. Landlord agrees to provide reasonable cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including the elevators and stairways. Such services shall include those set forth in **Exhibit E** attached hereto and incorporated herein by this reference. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future laws, orders and regulations of the Federal, State, County, municipal or other governing authorities, departments, commissions, agencies and boards regulating the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively "trash"); (b) to comply with Tenant's recycling policy where it may be more stringent than applicable law; (c) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Tenant; and (d) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.4.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Ten Thousand Dollars (\$10,000.00) without submitting to Landlord plans and specifications therefor and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits necessary from time to time for any work it approves and that Tenant desires to perform. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. However, should such changes involve the structure of the Building or affect its mechanical, electrical or plumbing systems, then any such change shall be subject to Landlord's approval.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's employees to use on a non-exclusive basis and free of charge at least one-hundred twenty-nine (129) parking spaces associated with the Building consisting of spaces either on site or in a City of Santa Rosa Garage

ARTICLE 9

INSURANCE AND INDEMNITY

9.1. Fire and Extended Coverage Insurance. Landlord and Tenant shall maintain insurance as described in **Exhibit F**, which is attached hereto and incorporated herein by this reference.

9.2. Indemnity.

9.2.1. Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2. Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1. Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2. Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3. Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4. Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the

expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in Tenant's sole opinion for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5. Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6. Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 11

EMINENT DOMAIN

11.1. Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2. Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the

Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3. Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4. Appropriation of Less Than All of the Building or Premises.

11.4.1. General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2. Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenanted, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3. Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4. Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than

all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5. Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5. Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemner or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term (including the option to lease additional space pursuant to Section 1.5 and the options to extend the Lease Term pursuant to Section 2.5, as if all such options were fully exercised by Tenant and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemner approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by

separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6. Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord.; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7. Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8. Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9. Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10. Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1. Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2. Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders.

12.3 Rent Abatement. Subject to Subsection 20.2, Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a "Certified Access Specialist". A Certified Access Specialist (CAS) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAS inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAS inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAS inspection. The cost of the CAS inspection and the cost of making any repairs necessary to correct violations of accessibility standards within the Premises shall be charged against Tenant's Tenant Improvement Allowance specified in Subsection 1.2 above.

ARTICLE 13

SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any first mortgage or first deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if: (a) such mortgage or deed of trust shall contain a covenant which shall permit the proceeds of all insurance policies covering the Building, improvements, equipment and/or appurtenances thereto, whether such proceeds are to be held by Landlord or the first mortgagee or beneficiary, to be paid and/or made available for repair, replacement and rebuilding as provided in this Lease; and (b) a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreements shall be materially in the forms of **Exhibit G** attached hereto. If Tenant has received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit G** Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease. Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any

further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is affiliated with Tenant.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(c) Petroleum products;

(d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4; please note, however, that Tenant has stored and stores radioactive material with Landlord's permission in the conduct of Tenant's business. It is Tenant's obligation to store and utilize such radioactive material safely.

(e) Asbestos in any form or condition; and

(f) Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Offset. With respect to Tenant's obligations to pay Rent under the Lease, Tenant may, upon fifteen (15) days' written notice to Landlord, offset payment of Rent to Landlord for costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Indemnification. Landlord shall indemnify, defend with counsel reasonable and acceptable to Tenant, and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of this Lease.

17.7 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Copies of Reports. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Cleanup. If Landlord is responsible for the cleanup of any contamination of the Premises, the Building or the Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such cleanup promptly upon receipt of notice thereof, then Tenant shall have the right, but not the obligation, to carry out such cleanup, and to recover all of the costs and expenses thereof from Landlord as a set-off against rental payments under the Lease if Tenant elects to cure.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.
- (e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant" COUNTY OF SONOMA

Facilities Development & Management
Attn: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
Fax No. 707-565-3476

With a copy to:

COUNTY OF SONOMA
Department of Health Services
Attn: Administration

1450 Neotomas Avenue
Santa Rosa, CA 95405

"Landlord" SONOMA COMMERCIAL INVESTORS, L.P.

Thomas A. Robertson
2949 A Pacific Avenue
San Francisco, CA 94115
trobertsonsf@gmail.com _____
(415) 474-3882 _____

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a material default, may terminate this Lease or may cure the default at Landlord's cost. Landlord must approve Tenant's proposed cost for any work involved and may, at Landlord's option, require use of a licensed contractor. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within thirty (30) days of written notice that the sum was paid, and if paid at a later date shall bear interest at the maximum rate the Tenant is permitted by law to charge from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future Rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have five (5) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, with the exception of payment of rent or payment of any other amount due from Tenant, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant (30) thirty-days' notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this Section 20.4, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and/or abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.4 , is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.4, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21

SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12) identifying as the principal occupant of the Building; and (b) main entry door signage. The cost of the signage and lettering shall be Landlord's responsibility. The cost of the signage and lettering shall be chargeable to the tenant improvement allowance described in **Section 1.2**.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Tenant's Broker Newmark Cornish & Carey, a California Company, Inc., and Landlord's broker, Keegan and Coppin Company, Inc., a California corporation, whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 23

DISPUTE RESOLUTION

25.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

11.4.1. Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

25.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue determined by mutual agreement of the parties.

25.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

25.4 Provisional Remedies. The parties shall each have the right to file with a court of

competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

25.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

25.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

25.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

25.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

25.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 24

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

ARTICLE 25

MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and

singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified (including, without limitation Section 2.4), the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease

or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

ARTICLE 26

TELECOMMUNICATIONS EQUIPMENT

Installation of Telecommunications Equipment. Tenant shall have the right to install, at Tenant's cost, a satellite dish or similar antennae on the roof of the Building as set forth in this Article 26. Tenant shall have the right to install, operate and maintain telecommunications equipment on or about the Premises, the Building and the roof of the Building. In installing the telecommunications equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord's reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such equipment shall not cause damage to the Building and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of Tenant's system. Tenant shall at all times and at Tenant's sole cost and expense be responsible for proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith.

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

"LANDLORD" Sonoma Commercial Investors, L.P.

By: _____
Thomas A. Robertson, President
San Francisco North Properties, Inc., General Partner,
Sonoma Commercial Investors, L.P.

"TENANT": COUNTY OF SONOMA, a political subdivision of the
State of California

By: _____
Director
General Services Department

The General Services Director, or his Deputy, is authorized to execute this Lease, pursuant to
the Board of Supervisors' Summary Action dated _____, 20_____.

APPROVED AS TO FORM FOR TENANT:

Deputy County Counsel

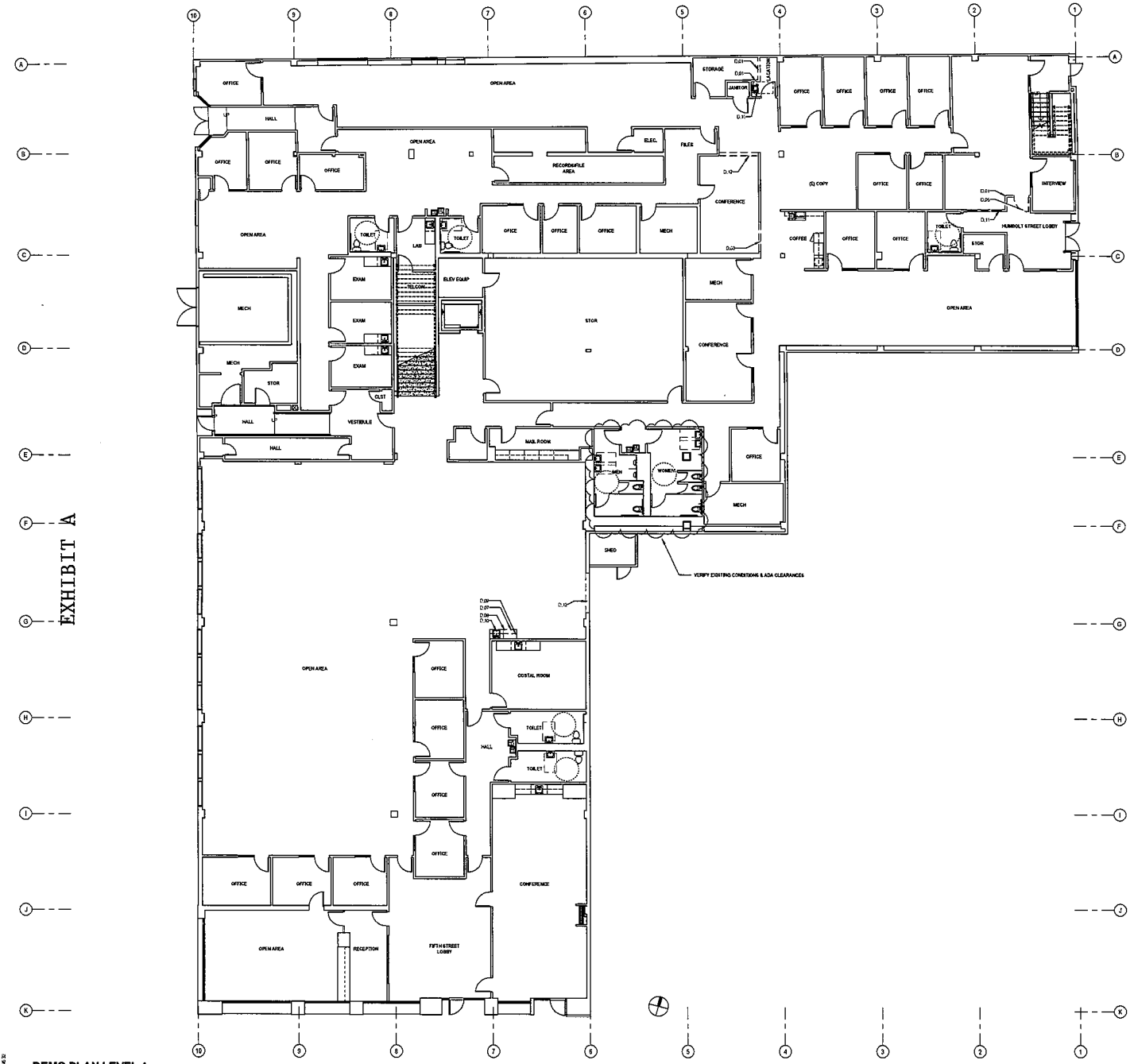
APPROVED AS TO CONTENT FOR TENANT:

Director
_____ Department

Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____



DEMOLITION DRAWING NOTES

- D.01 REMOVE EX. WALL
- D.02 REMOVE PARTIAL EX. WALL FOR FIN. DOOR & SCHEDULE
- D.03 REMOVE EX. DOOR FOR REUSE
- D.04 REMOVE EX. DOOR FOR REUSE
- D.05 REMOVE EX. CORNER
- D.06 REMOVE EX. CORNER
- D.07 REMOVE EX. UPPER CORNER
- D.08 REMOVE EX. CORNER
- D.09 REMOVE EX. CORNER
- D.10 REMOVE EX. CORNER
- D.11 REMOVE EX. WINDOW FOR REUSE
- D.12 REMOVE PARTIAL EX. WALL, CORNER, WINDOW

WALL LEGEND

- EX. CONSTRUCTION
- EX. CONSTRUCTION TO BE DEMOLISHED

TLCDCARCHITECTURE

520 Third St. #250
 Santa Rosa, CA 95401
 (707) 275-5600
 (707) 275-5616
 tcd.com

PRE-DESIGN

625 FIFTH STREET
 625 FIFTH STREET, SANTA ROSA, CA

COUNTY OF SONOMA
 DEPARTMENT OF HEALTH SERVICES

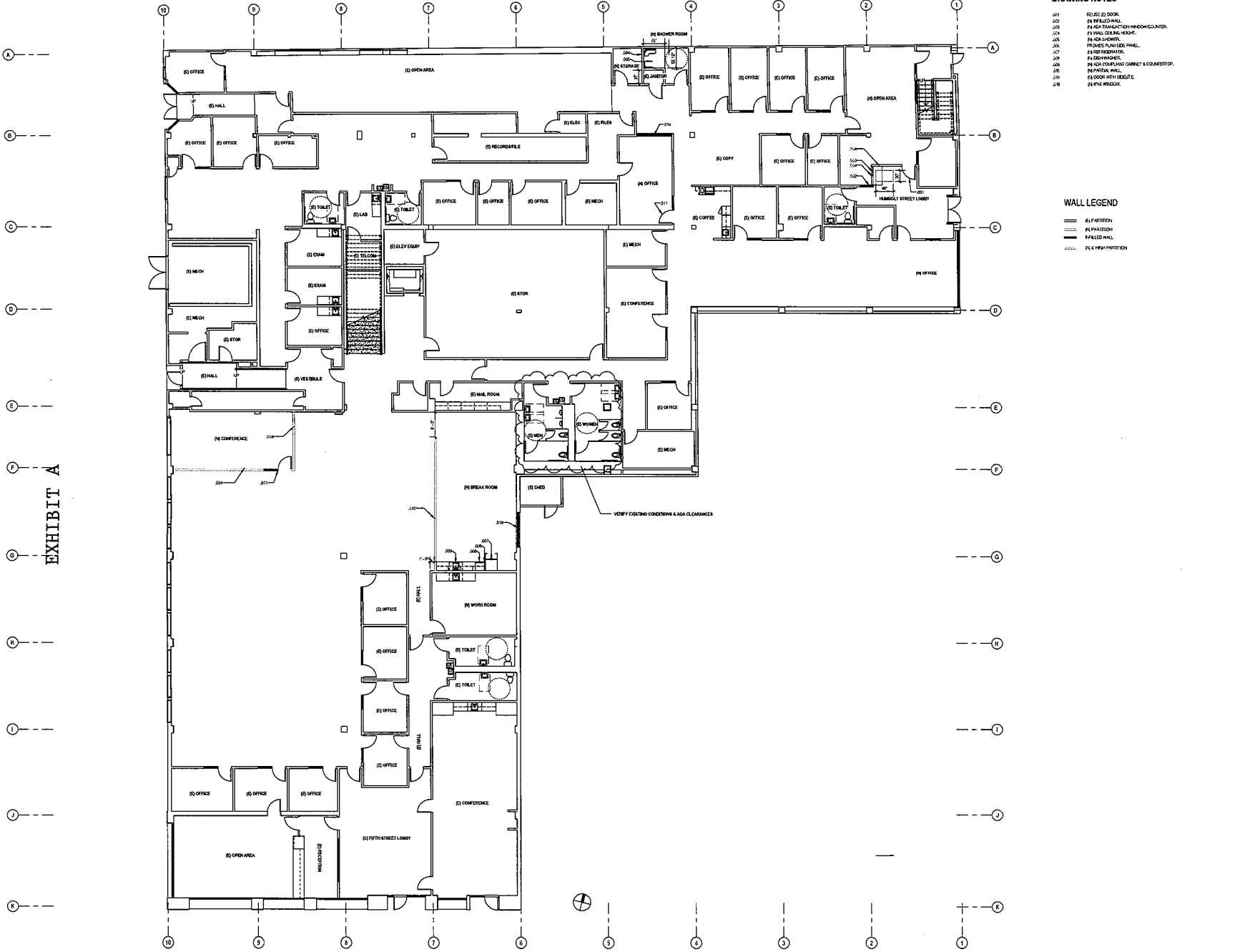
PROJECT NUMBER: 07125-0010
 DATE: 08/16/2018
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 NUMBER: [Number]

Number	Date	Description
1	07/25/2018	Issued for Review
2	08/16/2018	Revision 1

DEMO PLAN LEVEL 1
A-105

1 DEMO PLAN LEVEL 1
 1/8" = 1'-0"

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- DRAWING NOTES**
- 001 RE-USE (O) DOOR.
 - 002 (O) FALLED WALL.
 - 003 (O) NEW TRANSPARENT WINDOW GLAZIER.
 - 004 (O) WALL CLADDING RESURF.
 - 005 (O) NEW SCHEDULE.
 - 006 PROVIDE PLUMB LINE PANEL.
 - 007 (O) REFRIGERATOR.
 - 008 (O) REFRIGERATOR.
 - 009 (O) ADA COMPLIANT COUNTER & COUNTERTOP.
 - 010 (O) REFINISH WALL.
 - 011 (O) DOOR WITH ELEGITE.
 - 012 (O) NEW WINDOW.

- WALL LEGEND**
- (O) PARTITION
 - (M) PARTITION
 - (F) FALLED WALL
 - (N) NEW PARTITION

TLCDARCHITECTURE
 520 Third St. #250
 Santa Rosa, CA 95401
 ☎ 707.525.5669
 ✉ 707.525.5616
 www.tlcd.com

PRE-DESIGN

625 FIFTH STREET
 625 FIFTH STREET, SANTA
 ROSA, CA

COUNTY OF SONOMA
 DEPARTMENT OF HEALTH
 SERVICES

PROJECT NUMBER
 1711003
 DATE
 07/25/2018
 DRAWN BY
 JRM
 NUMBER
 001

Number	Date	Description
1	07/25/2018	Revision 1
2	08/02/2018	Revision 2

NEW WORK PLAN LEVEL 1
A-106

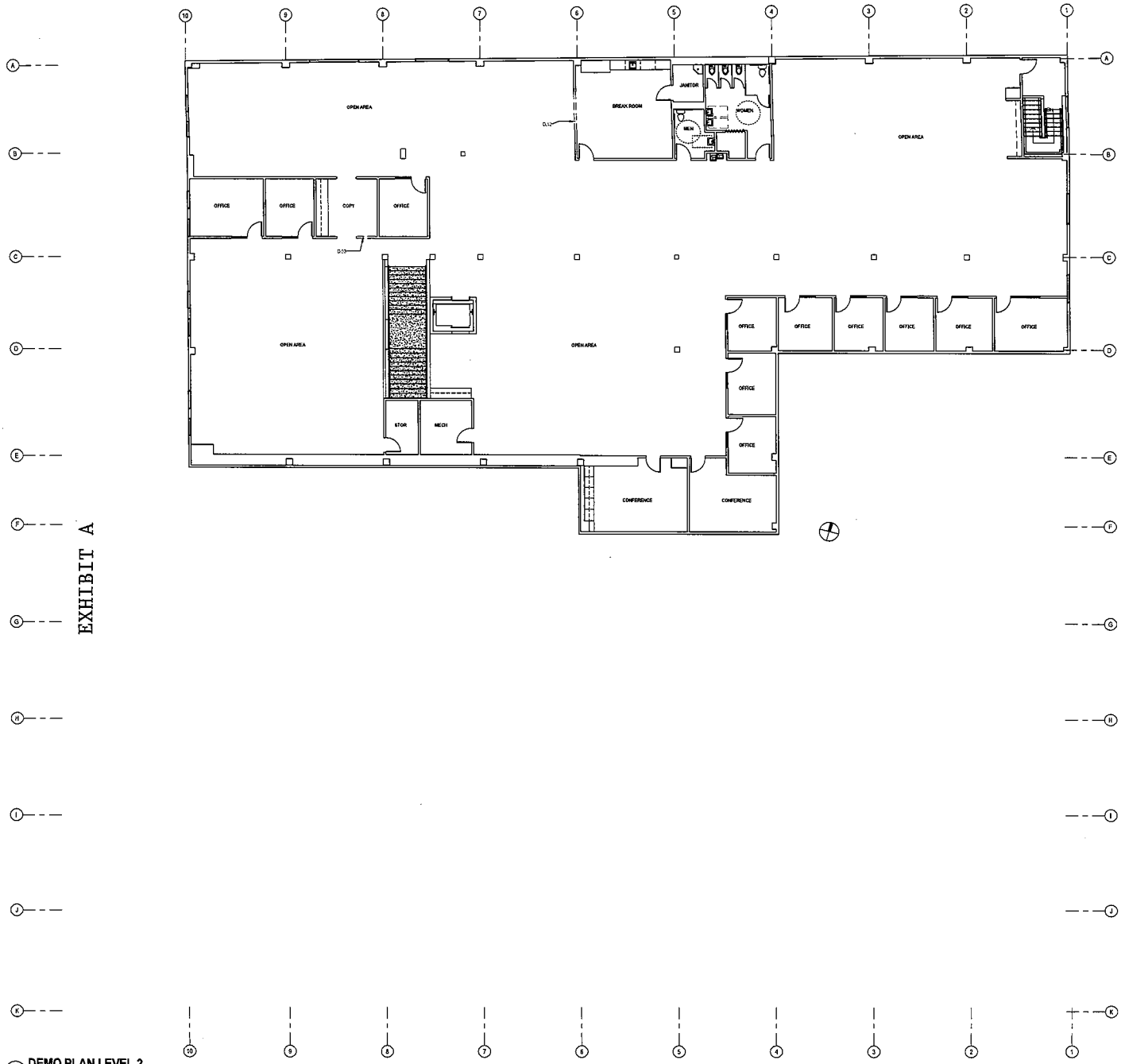
EXHIBIT A

1 NEW WORK PLAN LEVEL 1
 1W-110

SCALE

1 DEMO PLAN LEVEL 2
1/8" = 1'-0"

EXHIBIT A



DEMOLITION DRAWING NOTES
 D.D. REMOVE PARTIAL E2 WALL FOR E2 DOOR & SLOPE
 D.D. REMOVE PARTIAL E2 WALL FOR IN HINDR.

WALL LEGEND
 — E2 CONSTRUCTION
 - - - E2 CONSTRUCTION TO BE DEMOLISHED

TLC.DARCHITECTURE
 520 Third St. #250
 Santa Rosa, CA 95401
 ☎ 707.525.5600
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PRE-DESIGN

625 FIFTH STREET
 625 FIFTH STREET, SANTA
 ROSA, CA

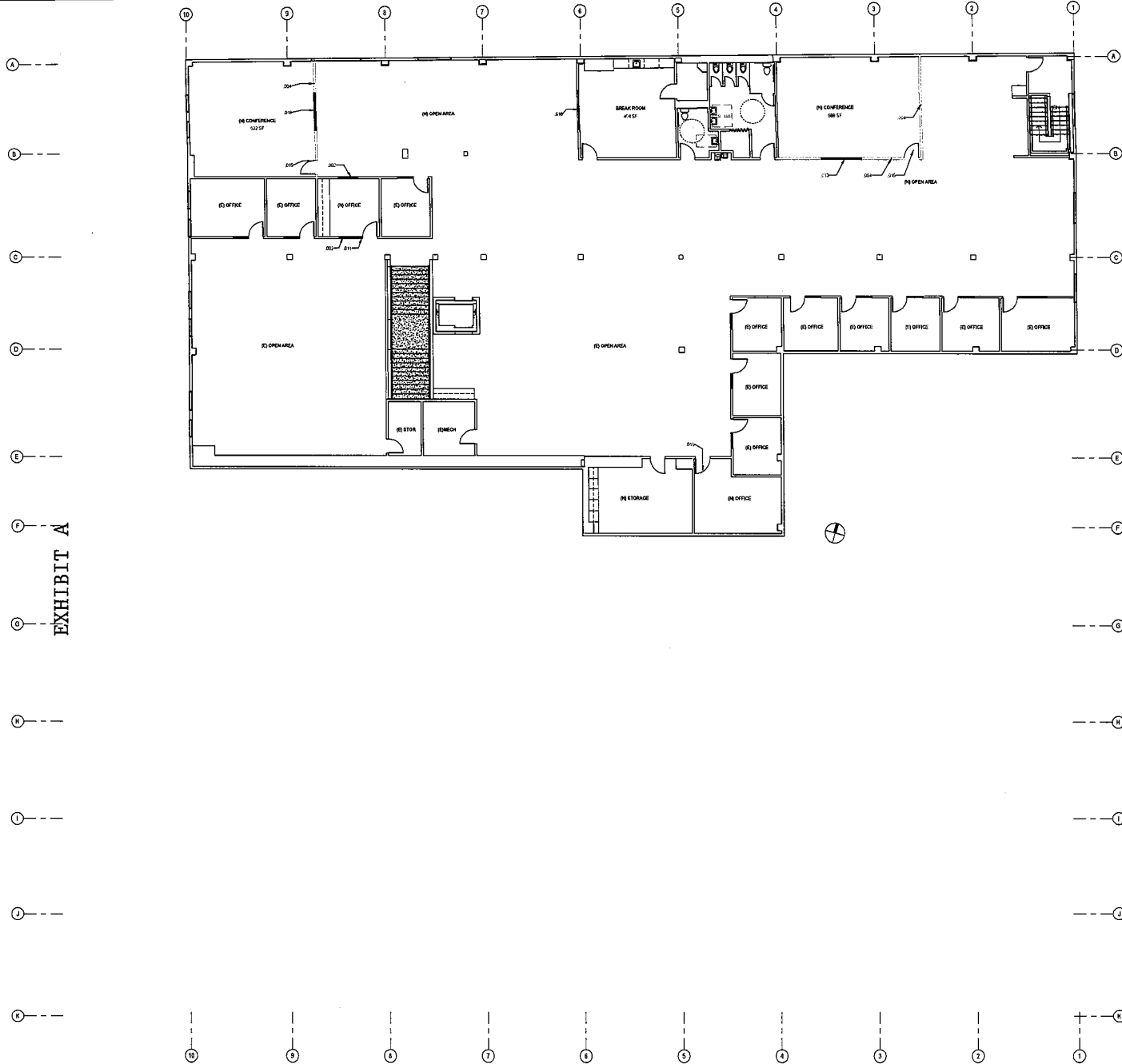
COUNTY OF SONOMA
 DEPARTMENT OF HEALTH
 SERVICES

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PROJECT NUMBER
 1710218
 DATE
 08/02/2018
 DRAWN BY
 JAC
 CHECKED BY
 JAC
 APPROVED

Number	Date	Description
1	07/25/2018	Revision 1
2	08/14/2018	Revision 2

DEMO PLAN LEVEL 2
A-107



DRAWING NOTES

- 202 #1 FILLED WALL
- 204 #2 FILL OVER PARTITION
- 611 #3 DOOR WITH SILL
- 210 #4 DOOR WITH SILL
- 215 #5 DOOR
- 216 #6 GLASS PANEL TO #3 DOOR
- 218 #7 NEW MIRROR

WALL LEGEND

- == #5 PARTITION
- #2 PARTITION
- == #1 FILLED WALL

TLODARCHITECTURE
 520 Third St. #250
 Santa Rosa, CA 95401
 ☎ 707.525.5660
 ✉ 707.525.5616
 tlo.com

PRE-DESIGN

625 FIFTH STREET
 625 FIFTH STREET, SANTA ROSA, CA

COUNTY OF SONOMA
 DEPARTMENT OF HEALTH SERVICES

PROJECT NUMBER: 17-010
 DATE: 07/25/2018
 DRAWN BY: LL
 CHECKED BY: TR
 APPROVED BY: [Signature]

Number	Date	Description
1	07/25/2018	Revision 1
2	08/02/2018	Revision 2

NEW WORK PLAN LEVEL 2
A-108

EXHIBIT A

1 NEW WORK PLAN LEVEL 2
 W-102



FRAN
 1000 Parkside & Cherry
 1000 Parkside & Cherry
 Colusa, CA 95624 707/223-2278

SONOMA COUNTY
 HEALTH SVCS DEPT.

SITE
 PLAN

EXISTING
 1. EXISTING
 2. EXISTING
 3. EXISTING
 4. EXISTING

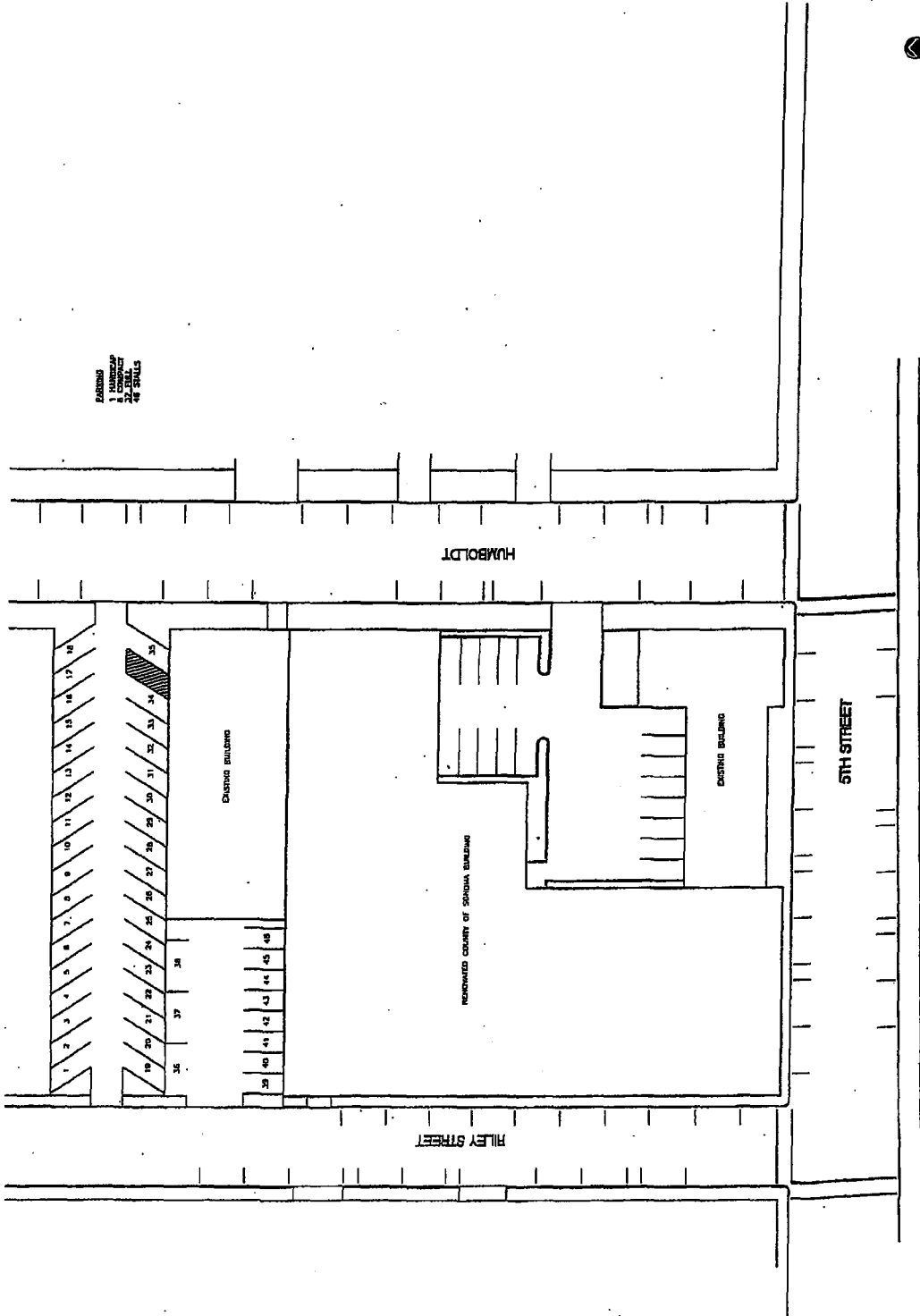


EXHIBIT B

EXHIBIT C

LEASEHOLD IMPROVEMENT AGREEMENT

This Leasehold Improvement Agreement ("LIA") is dated for reference purposes only as of _____, 2018 ("Effective Date") and is made by and between **SONOMA COMMERCIAL INVESTORS, L.P.**, a California Limited Partnership ("Landlord") and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this LIA between them affecting the real property commonly known as 625 5th Street located in the City of Santa Rosa, State of California. Capitalized terms used, but not otherwise defined, in this LIA shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this LIA, and the Lease, this LIA shall prevail.

ARTICLE I

DEFINITIONS

1.1 Definitions. Wherever used in this LIA, the following terms are defined as follows:

Architect means TLCD Architecture or landlord's designee.

Contractors means the General Contractor and all other general contractors, design-build contractors, subcontractors, and material suppliers who provide labor and materials for construction of the Leasehold Improvements. Each Contractor shall be duly licensed by the State of California and in good professional standing.

Construction Costs means all costs incurred to complete the Leasehold Improvements, including, without limitation, the following:

- a. Payments to Contractors for labor, material, equipment, and fixtures supplied pursuant to any construction contract entered into in accordance with this LIA;
- b. Fees paid to Designers for services required by this LIA;
- c. Taxes, fees, charges, and levies by governmental and quasi-governmental agencies for Permits, for inspections of the work or any other reason;
- d. Utilities incurred in the course of the construction;
- e. Premiums for builder's risk insurance and other insurance required by this LIA;
- f. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and
- g. Any and all other costs incurred to complete the Leasehold Improvements.

Construction Documents means this LIA and the Final Plans.

Design and Construction Schedule means the schedule for preparation, approval, disapproval, modification, and completion of the Final Plans and for obtaining Permits required for the Leasehold Improvements and for the commencement, construction, and Substantial Completion of all

Leasehold Improvements, which schedule is attached to this LIA as **Attachment A**, and incorporated into the LIA by this reference.

Design Process means the process for creation of the Final Plans as set forth in **Attachment B**.

Designers means the Architect and all other architects, structural engineers, mechanical engineers, and the other design professionals that are needed to design the Leasehold Improvements, each of whom shall be duly licensed by the State of California and in good professional standing.

Engineered Plans means the heating, ventilating and air conditioning system engineering plans, specifications and calculations prepared by an independent, licensed mechanical engineer acceptable to and approved in writing by Tenant and engaged by the Architect. Such engineer is hereinafter referred to as the "HVAC Engineer". It is the specific intention of the Parties that the heating, ventilating and air conditioning system will be designed under a 'design-build' arrangement.

Final Plans are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, the Engineered Plans, prepared by the Designers and approved by the Parties in accordance with this LIA.

General Contractor means the general contractor selected by Landlord.

Landlord's Representative means Thomas A. Robertson or such other person as Landlord shall designate in writing to Tenant as its authorized representative for the purposes of administering this LIA. Landlord's Representative shall have no right to modify any terms or conditions of this LIA or the Lease unless agreed in writing by Tenant.

Laws and Orders shall have the meaning set forth in Section 12.1 of the Lease.

Leasehold Improvements means the improvements, modifications, and alterations to be constructed in or about the Premises in accordance with this LIA.

Permits means the permits, approvals, and consents of governmental authorities and third parties having jurisdiction over the Leasehold Improvements that are required for commencement and completion of the Leasehold Improvements, including without limitation, conditional use permits, building permits, sign permits and other permits.

Punchlist is defined in Section 5.2 below.

Substantial Completion or Substantially Completed or Substantially Complete is defined in Section 5.1 below.

Scheduled Completion Date means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in Section 2.3 of the Lease.

Tenant Delay means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this LIA which is not cured within twenty-four (24) hours following written notice to Tenant of the default;

b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;

c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of notice from Landlord's Representative to Tenant's Representative of the interference.

Tenant's Design Requirements means all design elements and work described in the documents included in **Attachment C** to this LIA.

Tenant's Representative means Doug Uyehara Department of Health Services, County of Sonoma or such other person as Tenant shall designate in writing to Landlord as its authorized representative for the purposes of administering this LIA.

Tenant's Work means furniture, fixtures and equipment not shown or described in Tenant's Design Requirements or the Final Plans, telephone cable from the Building's point-of-demarcation to and within the Premises, computer cable within the Premises, interior signs not shown or described in Tenant's Design Requirements, Tenant's security system if one is to be installed, and Tenant's personal and business property.

ARTICLE II

DESIGNATION OF REPRESENTATIVES

2.1 Designation of Representatives. Landlord and Tenant respectively appoint Landlord's Representative and Tenant's Representative as their sole representatives for the purposes of administering this LIA. Until replaced upon written notice, Landlord's Representative and Tenant's Representative will have the full authority and responsibility to act on behalf of Landlord and Tenant, respectively, as required in this LIA, but shall have no right to modify this LIA or the Lease or to waive any material right of his or her principal under this LIA.

ARTICLE III

CONTRACT DOCUMENTS AND PERMITS

3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements. Landlord shall also retain such other engineers and consultants as may be necessary to prepare Final Plans describing the agreed Leasehold Improvements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare the proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Engineered Plans) which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.

3.3 Standards for Consent. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not conform to the Tenant's Design Requirements or unless the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval,

and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.

3.4 Application for Approvals. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

3.5 Changes to Construction Documents. After being approved by Tenant in accordance with the foregoing, the Final Plans established in accordance with Article III, may be modified only by a written "Change Order" executed by Landlord and Tenant, which clearly describes: (a) the change; (b) the party required to perform the change; (c) any modification of the Final Plans necessitated by the Change Order; and (d) the cost or credit to Tenant, if any, of the Change Order. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a Party or required by Laws and Orders).

ARTICLE IV

PERFORMANCE OF THE WORK

4.1 Selection of Contractors. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord shall cause the General Contractor to prepare and circulate an appropriate bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a guaranteed maximum cost construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and approved by Tenant and General Contractor. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.

4.2 Commencement and Completion of Leasehold Improvements. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor to commence and to thereafter diligently complete the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages. Depending on the time to obtain necessary building permits, the construction period shall begin upon issuance of the building permit and after the final approval by the County of Sonoma Board of Supervisors of the Lease to which this LIA is attached as an exhibit and according to the Design and Construction Schedule attached hereto. The starting date of construction will be extended for each day from the date of submittal of the Final Plans that before a building permit is issued. Landlord will use its best efforts to obtain a counter permit on the day of submittal. The start date for construction also will be extended by any Tenant Delay as defined below.

4.3 Tenant's Entry. Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner, and Tenant shall comply, and shall cause its contractors to comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.

4.4 Standards for Performance of the Work. Landlord and its Contractor shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this LIA, Tenant's acceptance of possession of the Leasehold Improvements shall not waive this warranty and Landlord shall promptly remedy all violations of the warranty at its sole cost and expense.

ARTICLE V

COMPLETION OF THE WORK

5.1 Substantial Completion. Landlord's Work shall be deemed "Substantially Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a Certificate of Occupancy or other standard documentation of Substantial Completion issued by the City of Santa Rosa allowing occupancy, if applicable) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least thirty (30) calendar days to complete Tenant's Work.

5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before thirty (30) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this LIA. Landlord shall cause all Punchlist items to be remedied within thirty (30) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed, the provisions of Section 2.3 of the Lease shall govern.

ARTICLE VI

PAYMENT OF CONSTRUCTION COSTS

6.1 Duty to Pay Construction Costs. The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing and set forth in the Lease to which this LIA is attached as Exhibit C. Tenant shall bear all costs of performing Tenant's Work.

6.2 Notice of Non-responsibility. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements in order to permit Tenant to post, file, and record a Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this LIA.

ARTICLE VII

RISK OF LOSS

7.1 Builder's Risk Insurance. At all times prior to the Substantial Completion Date, Landlord shall maintain, or cause the General Contractor to maintain, so-called contingent liability and broad form "builder's risk" insurance with coverage in an amount equal to the replacement cost of the Premises and the Leasehold Improvements to be constructed pursuant to this LIA.

7.2 Casualty. If the Premises or any portion of the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date, the Parties shall have the following rights to terminate the Lease:

a. Tenant may terminate the Lease, as provided in Section 2.5 of the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to June 30, 2019

b. If the Lease is so terminated, Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1.

c. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements. Landlord shall be entitled to the proceeds of the builder's risk insurance specified in Section 7.1 of this LIA.

This space intentionally left blank.

IN WITNESS WHEREOF, Landlord and Tenant have executed this LIA, intending to be bound by it as of the Effective Date.

LANDLORD: Sonoma Commercial Investors L.P., a California Limited Partnership

By: _____
Name: Thomas A. Robertson
Title: President, San Francisco North Properties, Inc.,
General Partner of Sonoma Commercial Investors, L.P.

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

Elizabeth Coleman
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

_____, Director
_____ Department

Marc McDonald, Real Estate Manager
General Services Department

Attachment A

Design and Construction Schedule

SCHEDULE	DATE or DAYS TO COMPLETE
1. County approves final space plan	Completed
2. LL's architect completes Construction Documents	Within 30 business days of final approval and signing of the Lease by the County which is to occur no later than October 30, 2018. Outside date for this work is November 30, 2018.
3. Tenant will approve the Construction Documents (within ten (10) business days following Tenant's actual receipt of the Construction Documents)	Within ten (10) business days from receipt of construction documents. Expected date to be December 15, 2018
4. Architect makes any changes agreed by LL and Tenant	Within five (5) business days from receipt of construction documents. Assuming a shutdown of 2 weeks for the holidays this expected date is January 7, 2019
5. Last day for Landlord to obtain all Permits (approx. 6 weeks)	Within sixty (60) days of submittal of permit drawings (construction documents) to the City of Santa Rosa Building Division, sooner if LL, using best efforts, can secure permits. The expected date for this is March 7, 2019
6. County orders furniture (6 weeks lead time from approximate Scheduled completion date—Item 14)	On or about May 21, 2019.
7. Scheduled Completion Date of Leasehold Improvements and start of County Fixturization period	Estimated to be July 7, 2019
8. Last day for Substantial Completion of Leasehold Improvements	Estimated to be September 7, 2019.
9. Fixturization period <u>completed</u> (3 weeks) (can start upon Substantial Completion Date)	Estimated between July 7, 2019 and September 7, 2019
10. Punch list and final (walkthrough and correction)	Within thirty (30) days of

	Substantial Completion per Section 5.2 of this Exhibit C
11. The last day that LL can give County notice that the work is substantially completed, or County may terminate	September 7, 2019

Attachment B

Design Process

Landlord's Architect, TLCD Architecture, is the architect and designer of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant shall provide Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Tenant's Architect shall provide professional architectural, engineering and other services to the Tenant as outlined below.

Schematic Design. The schematic design phase has been completed by Landlord's architect at a cost of thirty-five thousand and no/100's dollars (\$35,000.00) which amount shall be paid from the Tenant Improvement Allowance. The parties agree to use all reasonable efforts to complete the design documents for the Premises. The schematic design is reflected by Tenant's Design Requirements attached hereto as Attachment C-1.

Design Development. The Tenant's Architect shall prepare, for approval by the Tenant, design development documents ("Design Development Documents") to fix and ascribe the size and character of the Leasehold Improvements as to architectural, mechanical, electrical, and other elements. Materials colors and all other finishes shall conform to existing tenant improvements in the building. Landlord shall provide Tenant with samples of floor coverings to be installed in connection with this Tenant Improvement work.

Final Plans (Construction Documents). Based on the approved Design Development Documents and updated schedule, Tenant's Architect shall prepare the Final Plans and Specifications for approval by the Tenant and Landlord.

Attachment C-1

Tenant Improvement Scope of Work

The Construction Documents shall describe the following work:

First Floor

1. Add break room adjacent to the Coastal Room built to existing wall housing mechanical and mail room.
 - Add 8'x 4' window flush with East wall
 - Partition wall with possible unglazed openings, built only to height of adjacent row of offices – 9'; Leave ceiling open to avoid changes to HVAC and sprinkler systems;
 - Move existing lights if necessary;
 - New ADA compliant cabinet, replace countertop with longer top to allow for dishwasher; Include low noise dishwasher supplied by owner, with plumbing and electrical;
 - Change flooring – VCT or alternative.
2. Add windows to upper half of both doors into City View Room.
3. New conference room in Environmental Health Services area adjacent to Riley Street with wall built to height of existing ceiling and including a door and side light.
4. Complete renovations for Vital Statistics Area per floor plan with new service counter and counter door with window or entirely glass.
5. Add door with side lite to Riley Street Clinic meeting room to create office for Deputy Health Officer.
6. Add shower room in location of existing lactation room.

Second Floor

7. Library conference room to become office. Add glass panel to door.
8. Enclose copy room to make new office at HC 1. Fill in north wall; add door and side lite to south wall.
9. Create new conference area adjacent to women's restroom with 8'x4' window on south wall (reuse window between Vital Statistics and Humboldt lobby).
10. Add 8'X4' window to west wall of existing break room and install new VCT flooring or alternative.
11. Add conference room in NW corner with door and sidelight.

Both Floors

12. New carpet both floors except where heavy traffic or other areas have been recarpeted with blue carpet. Tenant to lift and remove furnishings as needed to enable recarpeting.
13. Painting as needed throughout both floors.

Attachment C-2

Tenant's Design Requirements/Outline Specifications

- I GENERAL REQUIREMENTS
- II CONSTRUCTION AND CODE CRITERIA
- III DESIGN REQUIREMENTS

Wood and Plastics

- A Cabinets

Thermal and Moisture Protection

- A Exterior Walls
- B Roofs

Windows and Doors

- A Windows
- B Doors
- C Hardware

Finishes

- A Floors
- B Carpet
- C Ceilings
- D Window Coverings
- E Painting

Specialties

- A Signs
- B Modular Systems Furniture

Special Construction

- A Sound Control

Mechanical

- A Plumbing
- B HVAC
- C Electrical

I - GENERAL REQUIREMENTS

A The Premises shall consist of the Rentable and Usable square footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with the Final Plans and these outline specifications.

B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.

C These specifications and design criteria describe minimum standards of quality and construction for the Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Submit copies of design documents to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:

Submittal Stage 1: Submit documents at end of design development stage. Tenant's conceptual approval will be required prior to moving on to the working drawing phase.

Submittal 2: Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.

E Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

II - CONSTRUCTION AND CODE CRITERIA

A Premises when completed shall conform to applicable codes, ordinances, and zoning ss and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.

B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.

C Landlord shall insure that the plans are reviewed by the local Fire Marshal and that the Premises comply with local fire regulations, as appropriate.

D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be especially skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

E Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, minimum size 8" x 10".

F The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:

1. MSDS (Material Safety Data Sheets) or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.
2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (i.e. evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.
3. Any safety precautions Tenant should take regarding proposed construction.

III - DESIGN REQUIREMENTS

Wood and Plastics

A Cabinets:

1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California (WIC) "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with WIC standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard (MDF). High-density particle board and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.
2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.
3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.
4. Where concealed, shelves may be of minimum 3/4", white melamine, per WIC Specifications. Cover exposed edges with plastic laminate or hardwood edging.
5. Face of millwork to be high-pressure decorative plastic laminate: NEMA LD-3 grades as required by Tenant Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.
6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.
7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.
8. Design all casework to meet the requirements of ADA. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

Thermal and Moisture Protection

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope. Exterior walls shall be insulated such that the heat transfer values from the wall to the occupied space comply with CCR Title 24, Part 2.

B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises. Roof shall be insulated such that the heat transfer values from roof to occupied area complies with CCR Title 24.

Windows and Doors

A Windows:

Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements. All products shall be commercial grade.

B Doors:

1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with mortise locksets shall be solid core. Face veneer shall be rotary cut book-matched premium birch or maple or beech suitable for stained or natural transparent finish. All double doors to be "book matched".

2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory (UL) label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.

4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

C Hardware:

1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges. Hardware to conform to existing hardware in building as nearly as possible.

2. Provide lever type hardware to comply with Title 24 Access and ADA requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage "AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. **Provide 6-pin lock cylinders as necessary capable of being keyed to Tenant's master key system).**

3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and leased public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

Finishes

A Floors:

Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" top-set rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as approved by Tenant.

B Carpet:

Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Bigelow or other equivalent major manufacturer. Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or BASF with inherent static control, minimum 28 oz./sq. yd. face yarn weight. No pads will be used. Pattern and color as per drawings, or approved equal

C Ceilings of office areas including reception, corridors shall conform to ceilings in adjacent areas of the Premises.

D Window Coverings (horizontal blinds) will be provided on all exterior windows and office sidelights to conform to existing horizontal

E Painting: Unless otherwise noted, all walls to be painted to conform with existing color palette in the Premises.

Specialties

A Signs:

1. Interior: All signs to comply with California Accessibility Code Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant.

2. Exterior: . Tenant to supply exterior signage as may be needed other than street number(s) which shall be provided by Landlord

B Modular Systems Furniture (MSF) -- The Tenant may elect to provide and install MSF in lieu of traditional office furniture. MSF may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

If the Tenant elects to use MSF as described above, it will complete all procurement procedures for purchase of MSF and will coordinate the installation of the MSF. Landlord shall provide access to building and facilities to Tenant and its MSF installer as required during MSF installation period. Tenant will provide Landlord with MSF layout drawings conforming to existing panel and panel sizes, point of connection (POC) for Landlord-supplied utilities (phone, data, electric), and utility requirements already installed in the Premises.

Tenant shall ensure that building electrical/mechanical systems and capacities are compatible with MSF design requirements and conform to existing panel and panel sizes, point of connection (POC) for Landlord-supplied utilities (phone, data, electric), and utility requirements already installed in the Premises, including any necessary junction boxes. Tenant shall be responsible for the connection of whips or other hardwiring systems to existing POCs already installed in the Premises.

Coordination of delivery and installation of MSF is critical to timely occupancy by the Tenant agency, as business cannot be conducted until power, voice, and data components are fully operational. Tenant shall provide installation schedule to Landlord, and once agreed upon, both parties may not change this schedule without mutual agreement..

Installation of MSF may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

- a. Building official approval of electrical and cabling systems to the point of connection.
- b. Installation of floor covering.
- c. Substantial completion of project punch list.

Special Construction

A Sound Control: Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class (STC) rating of 50 STC. Access to mechanical rooms shall not be through office areas. All other walls shall be a of minimum STC 35 rating.

Mechanical

A Plumbing: If not shown on plans, provide plumbing fixtures for new shower room in number and type required by the California Plumbing Code. Provide hot and cold water per CPC and CCR Title 24, Part 5.

All fixtures provided for the Tenant's exclusive use, provide the following:

1. Set temperature of hot water to shower at maximum 105° F.

2. Water heater and storage tank for new shower room shall be fitted with an external insulation blanket rated at a minimum thermal resistance value of R-6.

B Heating, Ventilating, and Air Conditioning (HVAC): A comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to new conference rooms.

The heating and cooling systems shall maintain the following temperatures in all occupied areas: Winter 70°F; Summer 75°F.

The cooling load for the new conference rooms shall be based on occupancy of 25 SF per person.

Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code (CMC). Ductwork shall be concealed or integrated into the architectural design of the interior space. Air distribution system shall be capable of draftless operation at acceptable noise level while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the Tenant. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Offices between 150 and 250 square feet shall be provided with one supply and one return air register. Undercutting of doors, door grilles, or jumper ducts are not acceptable alternatives to ducted returns.

Minimum outside air ventilation shall be 20 cfm per person. The complete air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by an established HVAC contractor in accordance with the AABC Standards. Certified balance reports shall be delivered to the Tenant upon occupancy of the building.

A design supply airflow of .75 cfm per s.f. in interior of windowless perimeter spaces is acceptable.

Thermostats shall be provided for the regulation of the "daytime" temperature in each new conference room.

One or more readily accessible, adjustable, automatic-control time clocks (7-day), battery, spring loaded, or energy management start/stop systems (micro processors) shall be provided to allow the shutoff and startup of the heating, ventilating, and cooling equipment for off-hour energy control. Locate control unit in mechanical room or as directed by the Tenant. Provide one-hour bypass timers where after-hours operation is noted on plans.

Filtration shall be provided for all ventilated (outside air) and re-circulated air.

All equipment shall be inspected for proper operation at least every quarter.

Electrical

Relocate and/or provide fluorescent lighting at ceilings to provide watts/square foot required by Title 24 overall in new conference rooms. Lighting fixtures in new conference rooms shall be located such that illumination levels within each office are as evenly distributed as possible.

Wall switches shall control lights. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served.

Provide motion sensors for new conference rooms.

Duplex convenience outlets shall be 20 ampere 125 volt 3 wire grounding type.

Landlord shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements.

This specification must conform to the location of existing receptacles, phone jacks and communication conduit, including connections through existing power poles, for all freestanding work stations or other Tenant's furniture as

appropriate. Landlord shall not be required to make changes to accommodate New conference rooms, which shall be wired per specifications on the Final Plans.

END OF SPECIFICATIONS

Attachment D

Landlord's Statement Regarding Tenant Improvements

The Tenant Improvement is six hundred thousand and no/100's dollars (\$600,000.00). While Landlord is responsible for costs over that amount to complete the agreed scope of work described in Attachment C-1 to this LIA, the parties will work together in good faith to complete all Tenant Improvements within that amount. If costs in certain line item categories are less than anticipated, including the 20% contingency in contractor's preliminary estimate, Landlord may utilize funds from such line item categories to cover cost overruns in other line item categories, if total costs to complete the scope of work described in Attachment C-1 proves be less than the amount indicated immediately above, such unexpended funds will be utilized to complete other work, beginning with the enlargement of the interior window at the top of the rear staircase, followed by priorities established by Tenant until such unexpended funds are exhausted.

EXHIBIT D

ACKNOWLEDGEMENT OF COMMENCEMENT DATE

Landlord and Tenant hereby acknowledge that the Commencement Date of that certain Lease dated _____, 20__, for the premises located at 625 Fifth Street, Santa Rosa, California, occurred on _____, 20__.

ACKNOWLEDGEMENT BY LANDLORD: By: _____
Thomas A. Robertson, President
San Francisco North Properties, Inc.
General Partner of Sonoma Commercial
Investors, L.P.

ACKNOWLEDGEMENT BY TENANT: County of Sonoma, a political subdivision
of the State of California

By: _____

Name: _____

Title: _____

EXHIBIT E

JANITORIAL SERVICES REQUIRED

Daily Service Five (5) Days Per Week

1. Replace lights as needed
2. Empty all waste baskets and other waste containers
3. Thorough vacuum
4. Dust all desks, chairs, tables, filing cabinets and other office furniture
5. Damp clean lobby counters
6. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
7. Clean splash marks from walls of rest rooms
8. Mop hard surface areas, bathrooms, break areas, food service, and lunch room
9. Refill soap, towel and paper containers
10. Clean and sanitize drinking fountains
11. Clean entrance glass
12. Damp clean table tops in coffee rooms
13. Clean kitchen sinks and counters
14. Sweep entryways
15. Spot clean carpets of small spillages, footprints, etc.
16. Keep janitor closets clean and orderly
17. Plumb toilets as needed

Weekly Service

1. Dust top of desk cabinets, files, chair rungs, baseboards, and picture frames (Hi-lo)
2. Clean all desk tops that are cleared
3. Clean hand marks from walls, doors, and woodwork
4. Vacuum all carpeting completely
5. Clean microwaves and refrigerators

Twice-Monthly Service

1. Dust high areas
2. Vacuum upholstered furniture
3. Clean lobby directories and fire extinguisher glass

Monthly Service

1. Vacuum dust and dirt accumulation from air-conditioning vents
2. Brush down cobwebs inside building
3. Dust blinds

Every Three Months

1. Wash inside windows and partitions
2. Supply and change entry mats
3. Scrub bathroom floors

Annually

1. Vacuum blinds
2. Extract carpets

The above are considered the minimum standard janitorial items. Landlord is responsible for providing all services to the health and cleanliness of the leased facility.

BREAK ROOM/REST ROOMS

Nightly

1. Dust mop
2. Wet mop break room and kitchen
 - a. mats must be removed daily and cleaned of food debris
 - b. sweep and mop under all counters and sink area (including refrigerator)
3. Wet mop traffic aisles in dining area
4. Collect trash
5. Clean entrance door
6. Spot clean glass as needed

Every two weeks

1. Buff floor

Monthly

1. Vacuum air vents

Quarterly

1. Scrub breakroom/bathroom floors

Annually

1. Strip seal and wax floors (2x)

Exhibit F

Section I: Insurance Required to be Maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, but subject to Section 4.5.2 of the Lease, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Landlord has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance

If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office Form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- h. Required Evidence of Insurance:

- i. Copy of the additional insured endorsement or policy language granting additional insured status, and
- ii. Certificate of Insurance.

3. Property Insurance for Building

- a. The insurance shall cover the Building (excluding land) and all improvements (except property required to be insured by Tenant pursuant to Section II(4)(a) below) and structures on the land.
- b. Insured perils shall be "special form" or "all risks".
- c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.
- d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- e. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- g. Required Evidence of Insurance:
 - i. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Rental Value Insurance

- a. The insurance shall cover loss of rents resulting from an insured cause of loss under a "special form" or "all risks" policy.
- b. The period of insurance shall be for a minimum of 24 months.
- c. The limit shall be one hundred fifty percent (150%) of the annual rents payable by all tenants occupying the building.
- d. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance

5. Reserved

6. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: **County of Sonoma leased premises located at 111 Santa Rosa Avenue, Suite __, Santa Rosa, California.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in care of the General Services Department, Attention: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, California 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Landlord's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

Section II: Insurance Required to be Maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. General Liability Insurance

- a. Commercial general liability insurance (occurrence form) having a combined single limit of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate per location, if Tenant has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, product/completed operations and personal injury coverage (in a form, with a deductible amount, and with carriers reasonably acceptable to Landlord).
- b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
- c. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

2. Automobile Insurance

- a. Comprehensive automobile liability insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, and insuring Tenant against liability for claims arising out of ownership, maintenance or use of any owned, hired, borrowed or non-owned automobiles.
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

3. Workers Compensation Insurance

- a. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least Two Million Dollars (\$2,000,000).
- b. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

4. Property Insurance

- a. "Special Form" property insurance (or its equivalent if "Special Form" property insurance is not available), including vandalism and malicious mischief, boiler and machinery comprehensive form, if applicable, and endorsement for earthquake sprinkler damage, each covering damage to or loss of (i) all office furniture, trade fixtures, office equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's property in the Premises installed by, for, or at the expense of Tenant, including electronic data processing equipment, and (ii) any leasehold improvements in the Premises, whenever and by whomever installed or paid for, including any Leasehold Improvements installed pursuant to the Leasehold Improvement Agreement and any Alteration (defined in Section 7.1), whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party (the "Tenant-Insured Improvements"). Electronic data Processing Equipment, media and extra expense shall be covered for perils insured against in the so-called "Electronic Data Processing Equipment Form". If the property of Tenant's invitees is to be kept in the Premises, warehouse's legal liability or bailee customers insurance for the full replacement cost of such property.
- b. The foregoing insurance shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by Landlord with respect to the Tenant-Insured Improvements.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.

d. Required Evidence of Insurance: Certificate of Insurance or Letter of Self-Insurance.

5. General

Tenant's commercial general liability insurance policy shall be endorsed to provide that (i) it may not be canceled or altered in such a manner as to adversely affect the coverage afforded thereby without thirty (30) days' prior written notice to Landlord, (ii) Landlord is designated as an additional insured, and (iii) such insurance is primary with respect to Landlord and that any other insurance maintained by Landlord is excess and noncontributing with such insurance. If, in the opinion of Landlord's lender or in the commercially reasonable opinion of Landlord's insurance adviser, the specified amounts of coverage are no longer adequate, such coverage shall, within thirty (30) days' written notice to Tenant, be appropriately adjusted. Prior to the commencement of the Term, Tenant shall deliver to Landlord a certificate thereof to Landlord for retention by it with endorsements. If Tenant fails to obtain such insurance or to furnish Landlord any such duplicate policy or certificate as herein required, Landlord may, at its election, without notice to Tenant and without any obligation to do so, procure and maintain such coverage and Tenant shall reimburse Landlord on demand as additional rent for any premium so paid by Landlord.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.
- b. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing insurance or self-insurance.

EXHIBIT G

Recorded at the request of:

Marc McDonald, Real Estate Manager
Facilities Development & Management
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

When recorded return to:

Marc McDonald, Real Estate Manager
Facilities Development & Management
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

(space above this line for recorder's use)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this __ day of _____, 20__ ("Effective Date") by and between _____ ("Mortgagee"), _____ ("Mortgagor"), and the County of Sonoma, a political subdivision of the State of California ("County").

WITNESSETH:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located at _____, City of Santa Rosa, County of Sonoma, State of California.

WHEREAS, County has a leasehold interest in a portion of the Property held in fee by Mortgagor by Lease dated _____, 20__, as amended on _____, 20__ ("County Lease"), covering:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION.

"County Lease" as used herein includes any extension or renewal thereof.

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

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of County thereunder; County will attorn to the

Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance. In addition, Mortgagee, or such purchaser, shall not be; (i) liable for any act or omission of Lessor or any other prior lessor which occurred prior to the time the Mortgagee or such purchaser purchased or otherwise acquired the property or acquired its interest under the lease subject to any off-sets or defenses that County may have against any prior landlord under the Lease; or (ii) bound by any amendment or modification of the Lease which would; (a) reduce the initial term; (b) reduce the aggregate rent; or (c) provide for any termination rights within the initial term not already provided for in the Lease made without the written consent of Mortgagee or such other purchaser who has first notified County in writing of its interest, which consent shall not be unreasonably withheld.

3. The County Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

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

Mortgagee:

By: _____

Name: _____

Title: _____

Mortgagor:

By: _____

Name: _____

Title: _____

County:

By: _____

Marc McDonald, Real Estate Manager
Facilities Development & Management

Approved as to Form for Tenant:

Deputy County Counsel

Exhibit G

TENANT ESTOPPEL CERTIFICATE

Date: _____, 20____.

Attention: _____
and

Attention: _____

RE: Lease dated _____ ("Lease") between _____, a _____
("Tenant") and _____, a _____ ("Landlord");
Leased Premises: _____, comprised of _____ rentable square
feet ("Leased Premises")

Ladies and Gentlemen:

The undersigned, as Tenant under the above-referenced Lease, hereby represents, warrants and certifies to _____, a _____ ("Buyer") the truth and accuracy of the foregoing descriptions and the following statements:

1. Attached hereto as Schedule 1 is a complete, true and correct copy of the Lease and, except as identified to Buyer in writing and attached hereto together with the Lease, there are no modifications, amendments, supplements or understandings, oral or written, amending, supplementing or changing the terms of the Lease.

2. Tenant has accepted and is in possession of the Leased Premises, and the Lease is in full force and effect, having been duly executed and delivered by Tenant. The Premises consists of approximately _____ rentable square feet.

3. The term of the Lease commenced on _____ and, including any presently exercised option or renewal term, will terminate on _____.

4. Current base monthly rent under the Lease is \$ _____, which has been paid through and including _____. Tenant is currently making estimated payments of additional rent in the amount of \$ _____. There is no prepaid rent, except \$ _____. Tenant has no right to any future rent abatement under the Lease.

5. To Tenant's actual knowledge, there is no default under the Lease on the part of Landlord or any existing conditions which upon giving notice or lapse of time or both would constitute a default under the Lease on the part of Landlord, and Landlord has satisfactorily complied with all requirements to the commencement of the term of the Lease.

6. Tenant has no claim against Landlord for any security, rental, cleaning or other deposits, except for a security deposit under the Lease in the amount of \$_____. [If none, state "none".]

7. There is no outstanding tenant improvement allowance or any other payments from the Landlord due under the Lease. [The amount of the tenant improvement allowance outstanding under the Lease is \$_____.]

8. Tenant has not entered into any sublease, assignment or other agreement transferring any of its interest in the Lease or the Leased Premises, except _____. [If none, state "none".]

9. Except as set forth in the Lease, Tenant has no options to extend the term of the Lease, no right of first offer or right of first refusal to lease or occupy any other space within the Leased Premises, no right to renew or extend the Lease and no right or option to purchase the Leased Premises and/or the property related thereto.

This Tenant Estoppel Certificate is made to Buyer in connection with the prospective purchase by Buyer of the property containing the Leased Premises. This Tenant Estoppel Certificate may be relied on by _____ and Buyer's successors and assigns in connection with such purchase.

Very truly yours,

"Tenant"

_____ a _____

By: _____
Name: _____
Title: _____

EXHIBIT - H

Lease Concession Amortization Schedule

LOAN DATA	TABLE DATA
Leasehold improvement costs \$616,592.00 (DESIGN, CONSTRUCTION, ETC = \$350,000 + REAL ESTATE COMMISSION = \$256,592 + LEGAL FEE = \$10,000.00)	Table starts at date:
Annual interest rate: 7.0000%	or at payment number: 1
Term in years: 6	
Payments per year: 12	
First payment due: 1/1/19	

PERIODIC PAYMENT

Entered payment:	\$0.00	The table uses the calculated periodic payment amount
Calculated payment:	\$10,512.28	unless you enter a value for "Entered payment".

CALCULATIONS

Use payment of:	\$10,512.28	Beginning balance at payment 1:	616,592.00
1st payment in table: 1		Cumulative interest prior to payment 1:	0.00

Table

No.	Termination Date	Lease Concession Fee	Interest	Principal	Ending Balance	Cumulative Interest
1	1/1/2019	616,592.00	3,596.79	6,915.49	609,676.51	3,596.79
2	2/1/2019	609,676.51	3,556.45	6,955.83	602,720.67	7,153.23
3	3/1/2019	602,720.67	3,515.87	6,996.41	595,724.26	10,669.10
4	4/1/2019	595,724.26	3,475.06	7,037.22	588,687.04	14,144.16
5	5/1/2019	588,687.04	3,434.01	7,078.27	581,608.76	17,578.17
6	6/1/2019	581,608.76	3,392.72	7,119.56	574,489.20	20,970.89
7	7/1/2019	574,489.20	3,351.19	7,161.09	567,328.11	24,322.07
8	8/1/2019	567,328.11	3,309.41	7,202.87	560,125.24	27,631.49
9	9/1/2019	560,125.24	3,267.40	7,244.88	552,880.36	30,898.89
10	10/1/2019	552,880.36	3,225.14	7,287.15	545,593.21	34,124.02
11	11/1/2019	545,593.21	3,182.63	7,329.65	538,263.56	37,306.65
12	12/1/2019	538,263.56	3,139.87	7,372.41	530,891.15	40,446.52
13	1/1/2020	530,891.15	3,096.87	7,415.42	523,475.73	43,543.38
14	2/1/2020	523,475.73	3,053.61	7,458.67	516,017.06	46,596.99
15	3/1/2020	516,017.06	3,010.10	7,502.18	508,514.88	49,607.09
16	4/1/2020	508,514.88	2,966.34	7,545.94	500,968.93	52,573.43
17	5/1/2020	500,968.93	2,922.32	7,589.96	493,378.97	55,495.75
18	6/1/2020	493,378.97	2,878.04	7,634.24	485,744.73	58,373.79
19	7/1/2020	485,744.73	2,833.51	7,678.77	478,065.96	61,207.30
20	8/1/2020	478,065.96	2,788.72	7,723.56	470,342.40	63,996.02
21	9/1/2020	470,342.40	2,743.66	7,768.62	462,573.78	66,739.68
22	10/1/2020	462,573.78	2,698.35	7,813.93	454,759.85	69,438.03
23	11/1/2020	454,759.85	2,652.77	7,859.52	446,900.33	72,090.80
24	12/1/2020	446,900.33	2,606.92	7,905.36	438,994.97	74,697.72
25	1/1/2021	438,994.97	2,560.80	7,951.48	431,043.49	77,258.52
26	2/1/2021	431,043.49	2,514.42	7,997.86	423,045.63	79,772.94
27	3/1/2021	423,045.63	2,467.77	8,044.51	415,001.12	82,240.71
28	4/1/2021	415,001.12	2,420.84	8,091.44	406,909.68	84,661.55
29	5/1/2021	406,909.68	2,373.64	8,138.64	398,771.04	87,035.19
30	6/1/2021	398,771.04	2,326.16	8,186.12	390,584.92	89,361.35
31	7/1/2021	390,584.92	2,278.41	8,233.87	382,351.05	91,639.76
32	8/1/2021	382,351.05	2,230.38	8,281.90	374,069.15	93,870.14
33	9/1/2021	374,069.15	2,182.07	8,330.21	365,738.94	96,052.21
34	10/1/2021	365,738.94	2,133.48	8,378.80	357,360.14	98,185.69
35	11/1/2021	357,360.14	2,084.60	8,427.68	348,932.46	100,270.29
36	12/1/2021	348,932.46	2,035.44	8,476.84	340,455.61	102,305.73
37	1/1/2022	340,455.61	1,985.99	8,526.29	331,929.32	104,291.72

38	2/1/2022	331,929.32	1,936.25	8,576.03	323,353.30	106,227.98
39	3/1/2022	323,353.30	1,886.23	8,626.05	314,727.24	108,114.20
40	4/1/2022	314,727.24	1,835.91	8,676.37	306,050.87	109,950.11
41	5/1/2022	306,050.87	1,785.30	8,726.98	297,323.89	111,735.41
42	6/1/2022	297,323.89	1,734.39	8,777.89	288,546.00	113,469.80
43	7/1/2022	288,546.00	1,683.18	8,829.10	279,716.90	115,152.98
44	8/1/2022	279,716.90	1,631.68	8,880.60	270,836.30	116,784.67
45	9/1/2022	270,836.30	1,579.88	8,932.40	261,903.90	118,364.54
46	10/1/2022	261,903.90	1,527.77	8,984.51	252,919.39	119,892.32
47	11/1/2022	252,919.39	1,475.36	9,036.92	243,882.47	121,367.68
48	12/1/2022	243,882.47	1,422.65	9,089.63	234,792.84	122,790.33
49	1/1/2023	234,792.84	1,369.62	9,142.66	225,650.18	124,159.95
50	2/1/2023	225,650.18	1,316.29	9,195.99	216,454.20	125,476.25
51	3/1/2023	216,454.20	1,262.65	9,249.63	207,204.56	126,738.89
52	4/1/2023	207,204.56	1,208.69	9,303.59	197,900.98	127,947.59
53	5/1/2023	197,900.98	1,154.42	9,357.86	188,543.12	129,102.01
54	6/1/2023	188,543.12	1,099.83	9,412.45	179,130.67	130,201.85
55	7/1/2023	179,130.67	1,044.93	9,467.35	169,663.32	131,246.77
56	8/1/2023	169,663.32	989.70	9,522.58	160,140.74	132,236.48
57	9/1/2023	160,140.74	934.15	9,578.13	150,562.61	133,170.63
58	10/1/2023	150,562.61	878.28	9,634.00	140,928.62	134,048.91
59	11/1/2023	140,928.62	822.08	9,690.20	131,238.42	134,871.00
60	12/1/2023	131,238.42	765.56	9,746.72	121,491.69	135,636.55
61	1/1/2024	121,491.69	708.70	9,803.58	111,688.12	136,345.26
62	2/1/2024	111,688.12	651.51	9,860.77	101,827.35	136,996.77
63	3/1/2024	101,827.35	593.99	9,918.29	91,909.06	137,590.76
64	4/1/2024	91,909.06	536.14	9,976.14	81,932.92	138,126.90
65	5/1/2024	81,932.92	477.94	10,034.34	71,898.58	138,604.84
66	6/1/2024	71,898.58	419.41	10,092.87	61,805.70	139,024.25
67	7/1/2024	61,805.70	360.53	10,151.75	51,653.96	139,384.78
68	8/1/2024	51,653.96	301.31	10,210.97	41,442.99	139,686.10
69	9/1/2024	41,442.99	241.75	10,270.53	31,172.46	139,927.85
70	10/1/2024	31,172.46	181.84	10,330.44	20,842.02	140,109.69
71	11/1/2024	20,842.02	121.58	10,390.70	10,451.31	140,231.27
72	12/1/2024	10,451.31	60.97	10,451.31	0.00	140,292.23

Lease Termination Fee Schedule

Leasehold improvement costs	\$616,592.00
(DESIGN, CONSTRUCTION, ETC = \$350,000 + REAL ESTATE COMMISSION = \$256,592 + LEGAL FEE = \$10,000.00)	
Annual interest rate:	7.0000%
Term in years:	6

Table

No.	Lease Termination Date	Termination Fee
1	1/1/2019	616,592.00
2	2/1/2019	609,676.51
3	3/1/2019	602,720.67
4	4/1/2019	595,724.26
5	5/1/2019	588,687.04
6	6/1/2019	581,608.76
7	7/1/2019	574,489.20
8	8/1/2019	567,328.11
9	9/1/2019	560,125.24
10	10/1/2019	552,880.36
11	11/1/2019	545,593.21
12	12/1/2019	538,263.56
13	1/1/2020	530,891.15
14	2/1/2020	523,475.73
15	3/1/2020	516,017.06
16	4/1/2020	508,514.88
17	5/1/2020	500,968.93
18	6/1/2020	493,378.97
19	7/1/2020	485,744.73
20	8/1/2020	478,065.96
21	9/1/2020	470,342.40
22	10/1/2020	462,573.78
23	11/1/2020	454,759.85
24	12/1/2020	446,900.33
25	1/1/2021	438,994.97
26	2/1/2021	431,043.49
27	3/1/2021	423,045.63
28	4/1/2021	415,001.12
29	5/1/2021	406,909.68
30	6/1/2021	398,771.04
31	7/1/2021	390,584.92
32	8/1/2021	382,351.05
33	9/1/2021	374,069.15
34	10/1/2021	365,738.94
35	11/1/2021	357,360.14
36	12/1/2021	348,932.46
37	1/1/2022	340,455.61
38	2/1/2022	331,929.32
39	3/1/2022	323,353.30
40	4/1/2022	314,727.24
41	5/1/2022	306,050.87
42	6/1/2022	297,323.89
43	7/1/2022	288,546.00
44	8/1/2022	279,716.90
45	9/1/2022	270,836.30

46	10/1/2022	261,903.90
47	11/1/2022	252,919.39
48	12/1/2022	243,882.47
49	1/1/2023	234,792.84
50	2/1/2023	225,650.18
51	3/1/2023	216,454.20
52	4/1/2023	207,204.56
53	5/1/2023	197,900.98
54	6/1/2023	188,543.12
55	7/1/2023	179,130.67
56	8/1/2023	169,663.32
57	9/1/2023	160,140.74
58	10/1/2023	150,562.61
59	11/1/2023	140,928.62
60	12/1/2023	131,238.42
61	1/1/2024	121,491.69
62	2/1/2024	111,688.12
63	3/1/2024	101,827.35
64	4/1/2024	91,909.06
65	5/1/2024	81,932.92
66	6/1/2024	71,898.58
67	7/1/2024	61,805.70
68	8/1/2024	51,653.96
69	9/1/2024	41,442.99
70	10/1/2024	31,172.46
71	11/1/2024	20,842.02
72	12/1/2024	10,451.31



County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Janie Carduff, (707) 565-3995

Supervisorial District(s):

All

Title: Additional negotiated provisions of the Memorandum of Understanding as part of the extension between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39)

Recommended Actions:

Adopt a Concurrent Resolution approving additional negotiated provisions to the one-year extension to the Memorandum of Understanding (MOU) between the County of Sonoma and the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39) for the period of July 2, 2018 through July 1, 2019.

Executive Summary:

On June 5, 2018, the Board approved a Tentative Agreement (TA) with Local 39 approving a one-year extension to the Memorandum of Understanding between the County and of the International Union of Operating Engineers, Stationary Engineers, Local No. 39 (Local 39). That TA included a Favored Nation Clause which provided if "during the term of the MOU another bargaining unit negotiates an increase or improvement in compensation or other economic benefits that is greater than that agreed to by Local 39, the County agrees to open the MOU and meet and confer with Local 39 on the subject of compensation."

As other bargaining units did negotiate additional economic benefits since the Board adopted Local 39's MOU extension, the County met and conferred and reached a tentative agreement (Attachment A) regarding the additional economic benefits to the Memorandum of Understanding (MOU). All changes from the June 5, 2018 MOU become effective October 9, 2018, unless otherwise specified in the tentative agreement. As the economic benefits did not include additional compensation, Local 39 has advised that a ratification vote is not required of their membership for these additional provisions.

Discussion:

Due to additional economic benefits provided to other bargaining units since the Board adopted Local 39's MOU extension on June 5, 2018, the County and Local 39 met and conferred as required under the MOU's Favored Nation Clause and reached agreement on additional provisions to the one-year extension of the MOU, with the term remaining July 2, 2018 through July 1, 2019. Following is a brief summary of the updated provisions negotiated in this agreement:

Comparator Agencies

The County and Local 39 agreed to a process for selecting comparable agencies for purposes of compensation studies.

Compensatory Time Off

Employees currently have the option to choose to accrue up to 80 hours of compensatory time off instead of being paid overtime. The proposed agreement increases the maximum accrual by 40 hours to 120 hours.

Holiday

Employees will receive an eight (8) hour Cesar Chavez holiday on March 31st of each year, to honor and celebrate his important work on civil rights for laborers, particularly in the Latino community.

Holiday hours will be prorated based on allocated FTE for part time employees.

Paid Parental Leave:

Any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave (PPL) within 12 months of the birth for a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on prorated hours.

Vacation Savings Plan:

On March 20, 2018, the Board approved increases to Local 39 vacation accruals as a result of side letter agreement with Local 39 to eliminate the Vacation Purchase Plan (VPP), which had been provided in the MOU between the County and Local 39. That action was necessary for compliance with Internal Revenue Service Code (IRS) regulations.

Due to a side letter agreement with two other bargaining units related to the elimination of the VPP, on June 11, 2018, the Board approved the creation of a post-tax Vacation Savings Plan (VSP). In order to provide an equal benefit to Local 39, the County met and conferred with Local 39 and offered the VSP to Local 39.

The VSP gives eligible employees the ability to elect to set aside up to twenty hours of base pay each year during years three through five. Employees enroll during an annual open enrollment period. Any unused hours are paid back to the employee in May of the following year. If approved by the Board, the County will provide an open enrollment as soon as administratively feasible for the 2018 plan year. In addition, if approved, during the 2019 plan year, eligible employees will be offered a one-time opportunity to set aside up to 40 additional "catch-up" hours in recognition of the suspension of the

previous plan. The combination of the accelerated vacation accruals and new VSP does not exceed the total vacation hours available under the previous plan.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system." (Cal Gov't Code §31515.5).

In addition, when considering changes in retirement benefits or other postemployment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other postemployment benefits." (Cal Gov't Code §7507). When there are changes in retirement benefits or other postemployment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits. (Cal Gov't Code §31516). Note, however, that today's recommendations do not include changes to retirement benefits or other post-employment benefits.

This staff report recommends the Board adopt these additional changes to Local 39's MOU extension, including changes to salary and benefits. Based on the October 1, 2018 letter received from Segal Company (Segal), the one-time, pensionable, lump-sum payment approved by the Board on June 5, 2018 and the Paid Parental Leave benefit are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis, as included in Attachment B, states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of SCERA.

Prior Board Actions:

June 5, 2018, Board adopted Local 39 MOU extension, Resolution #18-0242
June 11, 2018, Board adopted VPP Replacement Side Letter, Resolution #18-0244
March 20, 2018, Board adopted Side Letter VPP, Resolution #18-0100

Strategic Plan Alignment Goal 3: Invest in the Future

These additional provisions to the extension of the MOU reflect the joint efforts of the County and Local 39 to provide fiscally responsible salary and benefit enhancements.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$35,024	\$46,699	\$46,699
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF	\$13,075	\$17,434	\$17,434
State/Federal			
Fees/Other	\$21,949	\$29,265	\$26,265
Use of Fund Balance			
Contingencies			
Total Sources	\$35,024	\$46,699	\$46,699
Narrative Explanation of Fiscal Impacts:			
The addition of Paid Parental Leave to the MOU extension has a cost of \$35,024 in fiscal year 18/19. Of this cost, approximately \$13,075 is General Fund. On-going cost is approximately \$46,699. Of the total on-going cost, approximately \$17,434 is estimated to be 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:			
1. Concurrent Resolution 2. Attachment A – Signed Tentative Agreement 3. Attachment B – Segal Company Letter dated October 1, 2018			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma
State of California

Date: October 9, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Sonoma County Water Agency Providing Additional Provisions to the Previously Approved Memorandum Of Understanding Extension Between The County Of Sonoma And The International Union Of Operating Engineers, Stationary Engineers, Local No. 39, For The Period of July 2, 2018 Through July 1, 2019.

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

Whereas, the County met and conferred with representative of Local 39 to negotiate additional provisions to the one-year extension to the Memorandum of Understand (MOU) as required under the Favored Nations Clause of the MOU; and

Whereas, the terms and conditions of the tentative agreements are within the prescribed authority of this Board; and

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

Whereas, the Board has met all legal requirements under Government Code Sections 23026, 31515.5, 7507, and 31516; and

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

Whereas, written confirmation of the Board's compliance with Government Code 31515.5 and 23026 from Segal Company is included in Attachment B and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves the Tentative Agreements (Attachment A) setting the additional terms and conditions of the MOU extension between the County and the Local 39, which is attached and incorporated by

Resolution #

Date:

Page 2

reference herein.

Be It Further Resolved that the additional terms and conditions of the MOU shall be in full force and effect from October 9, 2018 through July 1, 2019.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Stationary Engineers, Local 39
And
County of Sonoma

Revised Tentative Agreement
September 19, 2018

The following additional negotiated provisions indicated by underlines are in addition to and are a part of the parties' extension agreement previously approved by the Sonoma County Board of Supervisors. This Tentative Agreement includes revisions to the September 10, 2018 Tentative Agreement that was signed between the parties.

ARTICLE 7: SALARIES AND STATUS CHANGES

7.1 Salary

7.1.1 Adjustments

c. County Comparison Agencies

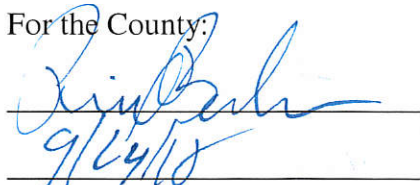
All county classifications within bargaining unit 0085 shall utilize the following for comparable agency purposes: Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

The benchmark market average will be determined by calculating the total compensation of each benchmark classification within each agency within the composite list of eleven agencies then removing the two agencies showing the highest and lowest total compensation per benchmark classification.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies

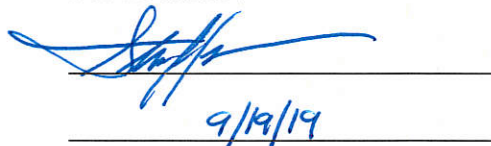
TENTATIVE AGREEMENT

For the County:



Date

For Local 39:



Date

**Stationary Engineers, Local 39
And
County of Sonoma**

**Revised Tentative Agreement
September 19, 2018**

will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in the calculation in order to conclude there is sufficient market data.

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.11 Overtime Compensation

Overtime earned shall be compensated either in cash at one and one-half (1.5) times the employee's base hourly rate or as compensatory time off (CTO) at the rate of one and one-half (1.5) hours for each hour earned.

In the event that the compensation of hours at overtime under Sections 8.1 through 8.11 results in an employee's total regular hours in the pay period, exclusive of overtime, being fewer than the employee's regularly scheduled hours, such overtime hours shall be compensated by separating overtime hours worked into regular time (paid at the base hourly rate) and half-time pay (paid at half the base hourly rate) up to a minimum of the employee's allocated biweekly schedule and a maximum of eightyone hundred and twenty (80120) hours biweekly.

8.12 Compensatory Time Off (CTO) Accrual

An employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time overtime is earned whether to be compensated in cash at the employee's base hourly rate or in compensatory time off until the employee has accrued credit for a maximum of forty (40) hours of compensatory time. The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of eightyone hundred and twenty (80120) hours of compensatory time. This decision is final and not subject to grievance or appeal. After

TENTATIVE AGREEMENT


For the County:



9/24/18

Date

For Local 39:



9/19/19

Date

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eightyone hundred and twenty (~~80~~120) hours of compensatory time has been accumulated, the department must compensate the employee in cash for any additional overtime worked.

ARTICLE 10: HOLIDAYS

10.1 Holidays – Paid

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday. All holidays shall be reduced proportionately by any unpaid time in the pay period in which it is earned.

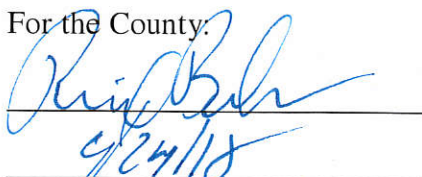
- a) New Year's Day, January 1st*
- b) Martin Luther King, Jr.'s Birthday, the third Monday in January
- c) Lincoln's Birthday, February 12th*
- d) President's Day, the third Monday in February
- ~~d)e)~~ Cesar Chavez Day, March 31st*
- ~~e)f)~~ Memorial Day, the last Monday in May
- ~~f)g)~~ Independence Day, July 4th*
- ~~g)h)~~ Labor Day, the first Monday in September
- ~~h)i)~~ Veteran's Day, November 11th*
- ~~i)j)~~ Thanksgiving Day, as designated by the President
- ~~j)k)~~ The day following Thanksgiving Day
- ~~k)l)~~ Christmas Day, December 25th*
- ~~l)m)~~ Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of Sonoma County as a day of mourning, thanksgiving, or special observance.

*Date Specific Holidays

ARTICLE 17: LEAVES OF ABSENCE

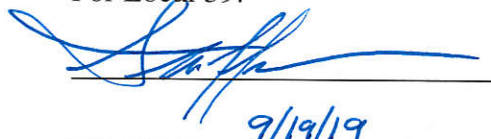
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17.6 Vacation Savings Plan and Payment for Unused Vacation

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

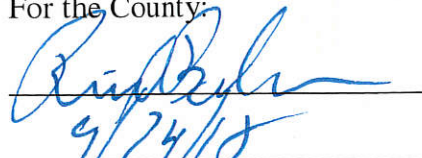
Employees enroll during an annual open enrollment period in October/November for the subsequent plan year. The plan year runs from January 1 – December 31. Eligibility to enroll, for full-time and part-time employees, will begin when, as of the start of open enrollment, the employee reaches 4,174 service hours. Eligibility to enroll ends upon completion of 10,434 in-service hours as of the start of open enrollment.

Employees new to this MOU who have between 4,174 and 10,434 in-service hours may enroll within their first 60 days for the current plan year. Information on the plan will be provided by the payroll clerk. Deductions for current plan year enrollments must be completed by the end of the final pay period in December of the current plan year. Failure to submit an Opt Out form does not extend employee entitlement to the special enrollment.

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

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

Time may be used in one-tenth hour increments. The dollar value and hours available in the VSP bank will appear on the employee's paystub, the County's self-service program, and Timesaver.

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

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

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

Use of VSP hours are subject to the following guidelines:

- a) VSP hours shall be used before other accrued leave except for sick leave or mandated time off under an Unpaid Furlough, Mandatory Time Off, or similar program.

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- b) Use of VSP hours is subject to the same provisions in Section 15.6 17.5, *Vacation – Schedules*, and require the same pre-approval process as accrued vacation hours.
- c) When paid, VSP hours are not taxed and are paid at the same hourly rate of pay as they were deducted.
- d) If the value in the VSP bank is not sufficient to cover the employee's payroll deductions, the employee must arrange for payment with Auditor Payroll.
- e) VSP hours will count toward seniority and merit, and will be considered "paid status" for the purposes of health benefits, vacation and sick leave accrual, and holiday pay only.
- f) VSP hours will not be credited to retirement service hours, or be included in retirement final annual salary calculation.
- g) VSP hours will not be considered paid status hours for shift pay, premium pay, or cash allowance.
- h) VSP hours must be depleted prior to receiving Catastrophic Leave or Disaster Leave; Short Term Disability plans may also require depletion of leave, if applicable.
- i) VSP hours may be used in conjunction with Workers' Compensation benefits in the same manner as accrued leave.
- a)j) VSP hours may not be used to extend a date of separation from County employment.

17.6.1 Implementation of Accruals and Vacation Savings Plan:

- a. Special Open Enrollment for 2018 Plan Year: After adoption, and as soon as administratively feasible (approximately September), the County will provide a special open enrollment for the current plan year ("stub" year), where employees may elect to set aside up to twenty (20) hours of base rate pay. Employees are eligible to participate in the stub year enrollment if they have

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at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017.

- b. Open Enrollment for 2019 Plan Year: In addition to the annual 20 hours available under the Vacation Savings Plan, employees have the option to set aside up to forty (40) additional "catch-up" hours of base rate pay for the 2019 enrollment only. All hours are subject to the same provisions of the Vacation Savings Plan. Employees are eligible for the 2019 enrollment if they have at least 4,174 in-service hours as of the beginning of the enrollment period in 2018, and had not yet reached 10,434 hours as of October 10, 2017. Eligibility for all subsequent enrollments will be as provided under Article 17.6 - Vacation Savings Plan.

17.6.2 Payment of Unused Vacation

Each employee who is separated from the County service shall be entitled to payment for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

17.26 Paid Parental Leave

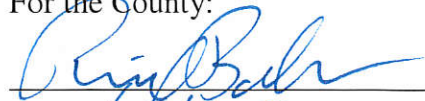
17.26.1 Eligibility

Effective 10/1/18, for eligible events that occur on or after Board adoption of the parties reopener agreement, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following eligible events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner

TENTATIVE AGREEMENT

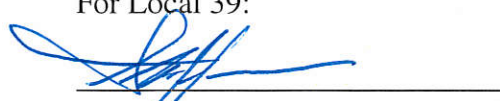
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For Local 39:



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- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

17.26.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event for the purposes of bonding. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a 12 month rolling calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves as arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced work schedule.

An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

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Date

For Local 39:



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17.26.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent CFRA leave is available, it will run concurrently with PPL.

17.26.4 Program Review Process

County and Local 39 Representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

17.26.5 PPL Implementation

For qualifying events occurring after 10/1/2017, PPL may be applied to any remaining CFRA eligible bonding hours still available to the employee after the program effective date.

TENTATIVE AGREEMENT

For the County:



Date

For Local 39:



Date



100 Montgomery Street Suite 500 San Francisco, CA 94104-4308
T 415.263.8283 www.segalco.com

Andy Yeung ASA, MAAA, FCA, EA
Vice President & Actuary
ayeung@segalco.com

VIA E-MAIL and USPS

October 1, 2018

Ms. Julie Wyne
Chief Executive Officer
Sonoma County Employees' Retirement Association
433 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403-1069

**Re: Sonoma County Employees' Retirement Association (SCERA)
Disclosure under Government Code Section 31515.5 in compliance with
Section 23026 – Local 39 – 2nd Revision¹**

Dear Julie:

As requested, we are providing this letter as an update to our May 25, 2018 analysis due to the additional negotiated benefits, including Paid Parental Leave and the addition of the Cesar Chaves Holiday. This letter analyzes the impact of all proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for 104 General County members covered under Local 39. The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

Prior to authorizing changes in salaries or benefits, we understand that the above Government Code Sections require certain disclosures be provided, including an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system.

¹ The analysis provided in this letter is different from that included in our previous letter dated May 25, 2018. That previous analysis did not include the paid parental leave and the one-time lump sum of \$2,591 was expressed as a percent of the average total Local 39 member payroll (i.e., 2%) instead of the average pensionable Local 39 member payroll (i.e., 2.67%, as calculated on page 3 of this letter).

RESULTS

After reviewing the proposed salary increases for employees covered under Local 39 as provided by the County and outlined in Exhibit 1, we have concluded that the assumptions applied in the December 31, 2016 Valuation to develop the employer costs for the 2018/2019 Fiscal Year for the General County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

The proposed salary increases under item 1, as described herein, would decrease the General County total employer and employee normal cost by approximately \$17,000 in the first year. When averaged over Plans A and B, a General County employee is expected to pay about 43% of the total normal cost², resulting in a decrease to the employer's normal cost contribution by roughly \$10,000. Additionally, the proposed salary increases would decrease the General County Unfunded Actuarial Accrued Liability (UAAL) by \$209,000, which translates to a decrease in the amortization payment by approximately \$15,000 in the first year, for a total employer contribution decrease of about \$25,000.

The proposed paid parental leave under item 2 would increase the General County total employee and employer normal cost contributions by approximately \$8,000 in the first year. When averaged over Plans A and B, a General County employee is expected to pay about 43% of the total normal cost, resulting in an increase to the employer's normal cost contribution by roughly \$5,000. The contribution decrease of about \$25,000 calculated above is sufficient to cover the increase in employer normal cost contributions due to the paid parental leave for a net total employer contribution decrease of about \$20,000.

ANALYSIS

Exhibit 1 (attached) outlines the proposed changes to the elements of pay. For those changes of pay elements that are deemed to be pensionable, we have included our analysis below.

Pensionable Elements of Pay

The employer costs developed in our Actuarial Valuation and Review as of December 31, 2016 includes a 3.50% annual wage growth assumption that is applied to project all future salary amounts for pension purposes.

² The 43% of the total normal cost expected to be paid by the General County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under Local 39.

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in General County salary for item 1 is expected to be approximately \$269,464. This is equivalent to \$2,591 each over the 104 General Local 39 positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$2,591 and divide it by the average General Local 39 member salary of \$97,120 (as provided by the County), we estimate an average increase in salary of 2.67% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.83%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be \$38,699, as detailed in Exhibit 1. Since the total normal cost contribution for a General County member (weighted for Plan A and Plan B members) is 19.39%, then the additional total normal cost contributions as a result of this proposed increase would be approximately \$8,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

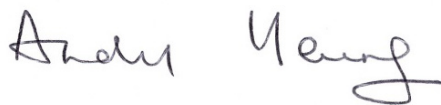
It is our understanding that SCERA and the County have rendered a determination that Items 3 – 6 in Exhibit 1 are non-pensionable elements of pay. Therefore, these items will not have any impact on the level of benefits and will not increase the employer cost of the plan.

The undersigned is a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Ms. Julie Wyne
October 1, 2018
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Please let us know if you have any questions on this information.

Sincerely,

A handwritten signature in cursive script that reads "Andy Yeung". The signature is written in black ink and is positioned above the printed name.

Andy Yeung

EK/bqb
Enclosure

Exhibit 1

Summary of Elements of Pay – Local 39

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	General: 104	General ³ : \$269,464
2	Paid parental leave	General: 5.2	General ⁴ : \$38,699
	Non-Pensionable Elements of Pay		
3	8 hours of holiday time on Cesar Chavez day		
4	8 hours of floating holiday time each calendar year		
5	Increase in County's contributions for Medical Premiums		
6	Increase in County's contributions for Dental Premiums		

³ The estimated cost for item 1 was estimated by Segal using the actual dollar amount of the lump sum multiplied by the total eligible employee count. Both the actual dollar amount and the eligible employee count were provided by the County.

⁴ The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 5.2 (5% of the total headcount, as provided by the County) times (ii) the average General Local 39 member salary of \$97,120 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 50% (i.e., the amount of leave that would have otherwise been unpaid).



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Rosalind Girard 707-565-5277

Supervisorial District(s):

Fifth

Title: Issue a roiling permit (Ordinance No. 3836R) to Christopher McCook; ROI18-0006

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Christopher McCook for emergency bank repair along the bank of the Russian River below his private residence located at 21786 Moscow Road in the Town of Monte Rio.

Executive Summary:

Sonoma County requires that an application for a roiling permit be filed with the Board of Supervisors prior to work or operation in a river, stream, or channel which may decrease the clarity of jurisdictional waterways. This requirement is to help ensure water quality and environmental protection. The recommended resolution will issue a roiling permit to Christopher McCook to repair and restore the stream bank along the Russian River.

Discussion:

The primary purpose of the project is to restore and protect approximately one hundred sixty-nine linear feet of the stream bank along the south side of the River. This will be accomplished by the combination of repairing the existing rip-rap erosion protection mat and installation of live willow Coir Lifts. Christopher McCook applied and was issued a Grading Permit by the Permit and Resource Management Department.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement

required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applicant has obtained all proper authorization from the Regional Water Quality Control Board and California Department of Fish and Wildlife (CDFW).

The application submitted by Christopher McCook complies with the requirements of the 3836R Ordinance. The applicant represents that no significant residual impacts affecting water clarity of the Russian River will result and proposes to restore and protect approximately one hundred sixty-nine linear feet of stream bank along the south side of the Russian River. The construction will restore the integrity of the stream bank through a combination of bioengineered stream bank vegetation restoration above the summer surface of the water and to install erosion protection measures (rip-rap) below the maximum summer water elevation to protect the toe of the slope during high winter flows. The work is considered necessary to safeguard lives and property from an imminent hazard of soil erosion and bank failure as a result of damages sustained by the series of flood stage storms in January and February of 2017. The construction is scheduled to commence no earlier than 3 October 2017 and be completed by 15 October 2018.

The 3836R permit requires a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

10-03-2017 PRMD 3836R GRRCD; ROI17-0007 – Item No. 9, Resolution No. 17-0379

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The permit will allow Christopher McCook to enhance and protect the Russian River bank via natural restoration, thereby avoiding future erosion.

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:			
N/A			
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:			
Attachment A: Draft – Board of Supervisors Resolution Attachment B: Permit Application Attachment C: Map			
Related Items “On File” with the Clerk of the Board:			
Application Packet			



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, Issuing
A Permit Pursuant To Section VIII Of Ordinance No. 3836R Of The County Of Sonoma To
Christopher McCook For Emergency Bank Repair Along The Russian River Below His Private
Residence Located At 21786 Moscow Road In The Town Of Monte Rio**

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Christopher McCook for an Ordinance No. 3836 permit to repair and protect the bank of the Russian river below his private residence located at 21786 Moscow Road at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, approval votes be by a 4/5th majority of the Board of Supervisors.

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;
2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;
3. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code,

Resolution #

Date:

Page 2

any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit **is** hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ROILING PERMIT APPLICATION

095-066-005

Please see list of requirements below.

By placing my contact information (name, address, phone number, email address, etc.) on this application form and submitting it to the Sonoma County Permit and Resource Management Department (Permit Sonoma), I understand and authorize Permit Sonoma to post the application to the internet for public information purposes, including my contact information.

Submittal Date 9-05-2018		Permit Number ROI 18-0006	
INFORMATION WITHIN HEAVY LINE TO BE COMPLETED BY APPLICANT			
SITE LOCATION INFORMATION—PRINT CLEARLY			
Site Address(es) 21786 Moscow Rd		City Monte Rio	
APN 095-066-005		River or Stream Name Russian River	
Anticipated Work Start Date 9-10-18		Estimated Completion Date N/A 10-15-18	
Type of Work (check one)			
<input checked="" type="checkbox"/> To protect riparian property adjacent to a river or stream		<input type="checkbox"/> To perform construction work on riparian property	
<input type="checkbox"/> To construct recreational dams		<input type="checkbox"/> To construct temporary bridges, dikes, dams and settling ponds	
APPLICANT: CHECK ALL THAT APPLY			
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Other			
Name Chris McCook		Company Chris McCook Contracting	
Mailing Address 4391 Price Ave.			
City Santa Rosa		State CA	Zip 95407
Phone 707-540-4312	Fax	E-mail christopher.mccook@yahoo.com	
Company		Phone	
Signature Chris McCook			
MAIN CONTACT PERSON			
<input checked="" type="checkbox"/> Same as Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Other			
Name		Mailing Address	
City		State	Zip
Phone	Fax	E-mail	
Company		Phone	
APPLICATION REQUIREMENTS			
<input type="checkbox"/> A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.			
<input type="checkbox"/> A location/vicinity map (8 1/2 in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).			
<input type="checkbox"/> A copy of the Fish and Wildlife permit or waiver.			
<input type="checkbox"/> A copy of the California Regional Water Quality Control Board water quality certification, if required.			
<input type="checkbox"/> Reference to last roiling permit, if any. 10-3-17 RO-17-0007			
<input type="checkbox"/> A check payable to "Permit Sonoma" (see current fee schedule). This fee includes any requested extensions for the calendar year.			
<input type="checkbox"/> A copy of the California Environmental Quality Act (CEQA) document.			
<input type="checkbox"/> A copy of any approved County permit conditions (e.g. mining approval).			
TO BE COMPLETED BY PERMIT SONOMA STAFF			
Proposed Board Meeting Date 10-09-18		Fees 2,025.00	



ROILING PERMIT APPLICATION

General Information

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to Permit Sonoma a minimum of eight weeks before the start of project.

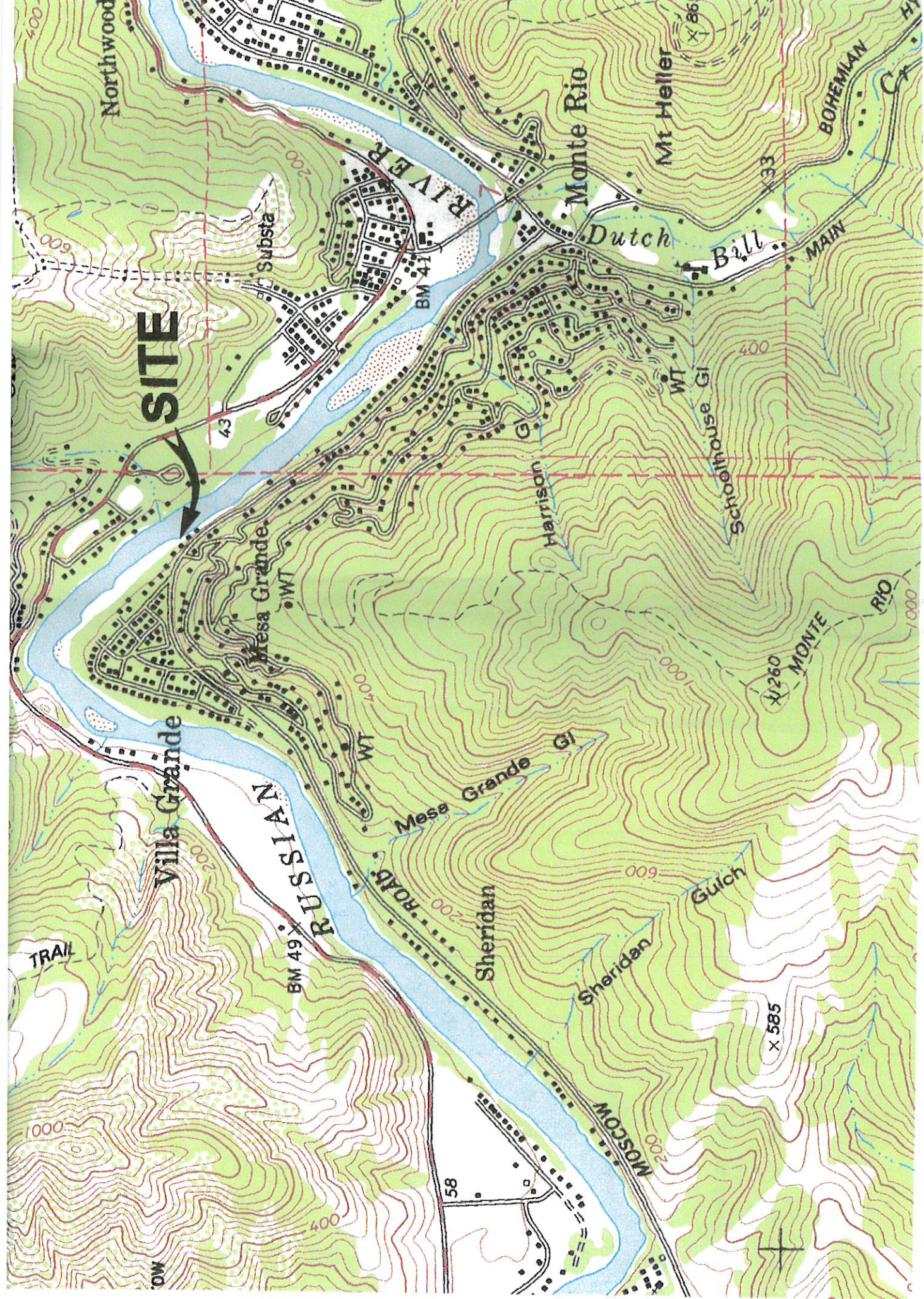
Work cannot start until after the Sonoma County Board of Supervisors has approved the application for a Roiling Permit.

Ordinance No. 3836R is an initiative measure adopted by the electorate of Sonoma County on June 7, 1988. The Ordinance requires that a roiling permit be issued prior to performing the types of work described on the application form. The permit can only be issued upon a four-fifths vote of the Sonoma County Board of Supervisors and only for a maximum period of 30 days. Permits may be extended for additional 30 day periods upon an additional four-fifths vote of the Board of Supervisors. The Board designated the Permit and Resource Management Department (Permit Sonoma) as the administering agency of this Ordinance.

Permit applications are filed at Permit Sonoma, 2550 Ventura Avenue, Santa Rosa, California 95403, by mail or in person. Roiling permits are subject to CEQA. Applications by other than public agencies must be accompanied by evidence that the proposed work or operations have been submitted for review to the Permit and Resource Management Department pursuant to Article III of Chapter 23A of the Sonoma County Code. Such applications shall not be deemed completed until such environmental review has been completed. Applications by departments of the County of Sonoma must be accompanied by evidence of compliance with Article II of Chapter 23A of the Sonoma County Code. Applications by other public agencies must be accompanied by either a Notice of Determination or a Notice of Exemption filed by such public agency pursuant to the California Environmental Quality Act (CEQA).

Because the ordinance requires each permit to be authorized by a four-fifths vote of the Board of Supervisors, the issuance of a permit requires at least two weeks after compliance with CEQA requirements have been demonstrated (but cannot occur until the Board takes action at a regularly scheduled Board meeting).

The categories of work described on the application form may require an Agreement Regarding Proposed Stream or Lake Alteration with the California Department of Fish and Wildlife pursuant to Section 1601 et seq. of the California Fish and Wildlife Code and waste discharge requirements issued by a Regional Water Quality Control Board pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code). The work may also require a permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Federal Clean Water Act. In addition, the work may be subject to other Federal, State, and local governmental regulations. It is the applicant's responsibility to comply with all applicable laws and regulations.





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.)

Board of Supervisors

October 9, 2018

Majority

Regional Parks

Karen Davis-Brown 565-1359

Second

Cannon Lane Improvements

- A. Approve specifications, plans, design and forms for the construction of the Cannon Lane – Road Improvements project.
- B. Award the Construction for the Cannon Lane – Road Improvements project for overlay paving work for maintenance and safety. To improve paving conditions on Cannon Lane as described in the base bid, additive alternative 1, and additive alternative 2, to Pat Nelson Construction, in the amount of \$302,308.00.

Cannon Lane is a rural public road to Tolay Lake Regional Park (Tolay Park). Tolay Park is located approximately five miles south of Petaluma and is a popular destination for school groups as part of their outdoor curriculum. Tolay Park is also the home of the annual Tolay Fall Festival which hosts thousands of visitors throughout October.

Plans and specifications for the project were developed, and the project was advertised for bid on June 22, 2018, and a pre-bid conference was held on site on July 2, 2018. On July 17, 2018 the County publicly opened bids for the project and a total of three (3) bids were received (see Attachment #1 Bid Tabulation). Pat Nelson Construction submitted the lowest responsive bid within the project budget that included the Base Bid plus Additive Alternative 1 and 2. Therefore it is recommended that the Cannon Lane Improvements project be awarded to Pat Nelson Construction, in the amount of \$302,308.00 for county road maintenance and Park Driveway improvements.

Cannon Lane is a county road that provides the only public access to Tolay Park, and several residences and businesses located on the road. The Park is also host to thousands of schoolchildren each year through its popular outdoor curricular programming which results in daily school buses utilizing the road throughout the school calendar year. Additionally the Tolay Fall Festival hosts thousands more students,

along with the general-public during the entire month of October, all of whom utilize the road to access the park. The park is also popular among equestrians and it is common to see horse trailers traversing the deteriorating roadway and gravel park driveway on weekends.

The Cannon Lane Improvement project will provide a smoother driving surface and safer public access for all park users.

Sonoma County had sought to establish a large park in the southern portion of the County for years. The 1,737 acre Cardoza Ranch (Tolay Lake Regional Park) that had historically operated as a ranch and hosted an annual pumpkin festival drawing crowds of nearly 30,000 each year, became available for purchase. Funds to purchase the property were raised through partnership and donation and the Open Space District acquired the property in 2005 and transferred it to Regional Parks to develop into a park. Tolay Park opened to the public through an approved 2008 Interim Access Plan, which currently guides park resource management including Cannon Lane and Park Driveway road maintenance. In 2016, the Sonoma Land Trust transferred 1,665-acres bordering the Park to Regional Parks to expand Tolay Lake Regional Park. A Master Plan and Environmental Impact Report was developed and prepared for both properties and is pending approval.

The Cannon Lane Road Improvement Project has been a coordinated effort between Regional Parks and the County's Transportation and Public Works Department to maintain and make roadway improvements for better public access and safety. Transportation Public Works has provided technical knowledge and financial support using County General Funds for the Cannon Lane Improvement project. Measure L funds (\$250,000) and County General Funds (\$250,000) will provide for the project funding.

The development of a Master Plan and Environmental Impact Report for the entire 3,402 acres has been developed. With certification of the EIR, that is scheduled to go before the Board of Supervisors on October 9, 2018, the entire park can be fully opened to the public. The road maintenance project will provide a smoother and safer driving experience for local residences and park visitors.

The County publicly opened bids for the project on July 17, 2018 and a total of three (3) bids were received. The project budget allows for the contract award, based on received bids, for Base Bid plus Additive Alternative 1 and Additive Alternative 2. The three contractors that submitted bids for the project and the bid cost for Base Bid plus Additive Alternative 1 and 2 are:

- Pat Nelson Construction – \$302,307.60,
- Siri Grading and Paving – \$360,305.00,
- Oak Grove Construction – \$376,016.00.

Pat Nelson Construction submitted the lowest responsive bid within the project budget therefore it is recommended that the Cannon Lane Improvements project be awarded to Pat Nelson Construction, in the amount of \$302,308.00 for county road maintenance and Park Driveway improvements.

Prior Board Actions:

May 29, 2009, Approved the Settlement Agreement for Interim Park Plan to resolve all pending disputes concerning access to Tolay Lake Regional Park via Cannon Lane. December 9, 2008 the Board adopted Mitigated Negative Declaration for the Tolay Lake Regional Park Interim Public Access & Resource Management Plan and approved the project. November 6, 2007 the District Board approved acquisition of a Conservation Easement with Sonoma Land Trust for Tolay Creek Ranch.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Approval of the bid supports the accessibility, safety and protection of parks and public lands and open space systems that promote recreation, health, and contributes to the economic vitality.			
Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	500,000		
Additional Appropriation Requested			
Total Expenditures	500,000		
Funding Sources			
General Fund/WA GF	250,000		
State/Federal			
Fees/Other	250,000		
Use of Fund Balance			
Contingencies			
Total Sources	500,000		
The project is funded from the Transportation and Public Works road operations General Fund and Measure L funding. Project costs include \$302,308 for construction and approximately \$115,000 for engineered project plans, geotechnical study, inspection, and project management. The balance of the funds are to be used for project contingency.			
Attachment #1 – Bid Tabulation			
Attachment #2 – Location Map			

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

Project Plans

Five (5) Construction Contract Agreements between the County and Pat Nelson Construction

CANNON LANE BID RESULTS

7/17/2018

BASE BID

NELSON CONSTRUCTION

1	Mobilization	1	LS	18000	18,000.00
2	Traffic Control	1	LS	9000	9,000.00
3	Water Pollution and Temporary Controls	1	LS	12000	12,000.00
4	Clearing and Grubbing	1	LS	6500	6,500.00
5	Earthwork	1	LS	18000	18,000.00
6	Aggregate Base	290	TON	65	18,850.00
7	Asphaltic Concrete Paving	385	TON	130	50,050.00
8	Shoulder Backing	30	CY	200	6,000.00
9	Subgrade Stabilization Fabric	700	SY	5	3,500.00
10	Thermoplastic Striping and markers	1	LS	10315	10,315.00
11	Striping Paint, Caltrans Detail 22	521	LF	3.6	1,875.60
12	Install Sign	2	EA	276	552.00
Total					154,642.60

ADDITIVE ALTERNATIVE 1

1.1	Traffic Control	1	LS	3000	3,000.00
1.2	Earthwork	1	LS	6500	6,500.00
1.3	A.C. Paving	322	LS	130	41,860.00
1.4	A.C. Levleing Course	60	LS	130	7,800.00
1.5	Dig Out Repair	63	LS	80	5,040.00
1.6	Edge Grind	1095	TON	5	5,475.00
1.7	Subgrade Stabilization Fabric	63	TON	5	315.00
1.8	Pavement Reinforcement Fabric	1556	CY	12	18,672.00
1.9	Striping Paint, Caltrans Detail 22	750	LF	3.6	2,700.00
Total					91,362.00

ADDITIVE ALTERNATIVE 2

2.1	Traffic Control	1	LS	3000	3,000.00
2.2	Earthwork	1	LS	3500	3,500.00
2.3	A.C. Paving	188	TON	130	24,440.00
2.4	A.C. Leveling Course	29	TON	130	3,770.00
2.5	Dig Out Repair	95	SY	80	7,600.00
2.6	Edge Grind	690	LF	5	3,450.00
2.7	Subgrade Stabilization Fabric	95	SY	5	475.00
2.8	Pavement Reinforcement Fabric	734	SY	12	8,808.00
2.9	Striping Paint, Caltrans Detail 22	350	LF	3.6	1,260.00
Total					56,303.00

ADDITIVE ALTERNATIVE 3

3.1	Subgrade Preparation	1,000	SY	14	14,000.00
3.2	Imported Fill	20	CY	65	1,300.00
				Total	15,300.00

ADDITIVE ALTERNATIVE 4

4.1	Edge Grind	11,762	LF	2	23,524.00
4.2	Pavement Reinforcement Fabric (Station 2+	18,822	SY	9	169,398.00
4.3	A.C. Paving (Station 2 + 25 to 61 + 06.41)	3,176	TON	110	349,360.00
4.4	Striping Paint, Caltrans Detail 22 (Station 2	5,885	LF	3	17,655.00
				Total	559,937.00

Pat Nelson Construction

BASE BID	<u>154,642.60</u>
BASEBID + ALT 1	<u>246,004.60</u>
BASEBID + ALT 2	<u>210,945.60</u>
BASE BID + ALT 3	<u>169,942.60</u>
BASEBID + ALT 1 + ALT 2	<u>302,307.60</u>
BASEBID + ALT 1 + ALT 3	<u>261,304.60</u>
BASEBID + ALT 2 + ALT 3	<u>226,245.60</u>
BASEBID + ALT 1 + ALT 2 + ALT3	<u>317,607.60</u>
BASEBID + ALT 4	<u>714,579.60</u>
BASEBID + ALT 3 + ALT 4	<u>729,879.60</u>

Bid Form	x
addendum	x
Bond	x
safety	x
financial	x
subcontractors list	x
non-collusion declaration	x

CANNON LANE BID RESULTS

7/17/2018

BASE BID

SIRI GRADING AND PAVING

1	Mobilization	1	LS		25,000.00	
2	Traffic Control	1	LS		9,500.00	
3	Water Pollution and Temporary Controls	1	LS		2,500.00	
4	Clearing and Grubbing	1	LS		30,000.00	
5	Earthwork	1	LS		20,000.00	
6	Aggregate Base	290	TON	60	17,400.00	
7	Asphaltic Concrete Paving	385	TON	135	51,975.00	
8	Shoulder Backing	30	CY	200	6,000.00	
9	Subgrade Stabilization Fabric	700	SY	15	10,500.00	
10	Thermoplastic Striping and markers	1	LS		11,000.00	
11	Striping Paint, Caltrans Detail 22	521	LF	5	2,605.00	
12	Install Sign	2	EA	375	750.00	
					Total	187,230.00

ADDITIVE ALTERNATIVE 1

1.1	Traffic Control	1	LS		7,500.00	
1.2	Earthwork	1	LS		6,000.00	
1.3	A.C. Paving	322	LS	122	39,284.00	
1.4	A.C. Levleing Course	60	LS	165	9,900.00	
1.5	Dig Out Repair	63	LS	158	9,954.00	
1.6	Edge Grind	1095	TON	11	12,045.00	
1.7	Subgrade Stabilization Fabric	63	TON	15	945.00	
1.8	Pavement Reinforcement Fabric	1556	CY	6	9,336.00	
1.9	Striping Paint, Caltrans Detail 22	750	lf	5	3,750.00	
					Total	98,714.00

ADDITIVE ALTERNATIVE 2

2.1	Traffic Control	1	LS		5,000.00	
2.2	Earthwork	1	LS		3,900.00	
2.3	A.C. Paving	188	TON	129	24,252.00	
2.4	A.C. Leveling Course	29	TON	230	6,670.00	
2.5	Dig Out Repair	95	SY	158	15,010.00	
2.6	Edge Grind	690	LF	12	8,280.00	
2.7	Subgrade Stabilization Fabric	95	SY	15	1,425.00	
2.8	Pavement Reinforcement Fabric	734	SY	11	8,074.00	
2.9	Striping Paint, Caltrans Detail 22	350	LF	5	1,750.00	
					Total	74,361.00

ADDITIVE ALTERNATIVE 3

3.1	Subgrade Preparation	1,000	SY	25	25,000.00
3.2	Imported Fill	20	CY	150	3,000.00
				Total	28,000.00

ADDITIVE ALTERNATIVE 4

4.1	Edge Grind	11,762	LF	3	35,286.00
4.2	Pavement Reinforcement Fabric (Station 2+	18,822	SY	3	56,466.00
4.3	A.C. Paving (Station 2 + 25 to 61 + 06.41)	3,176	TON	120	381,120.00
4.4	Striping Paint, Caltrans Detail 22 (Station 2	5,885	LF	5	29,425.00
				Total	502,297.00

SIRI

A	BASE BID	<u>187,230.00</u>
B	BASEBID + ALT 1	<u>285,944.00</u>
C	BASEBID + ALT 2	<u>261,591.00</u>
D	BASE BID + ALT 3	<u>215,230.00</u>
E	BASEBID + ALT 1 + ALT 2	<u>360,305.00</u>
F	BASEBID + ALT 1 + ALT 3	<u>313,944.00</u>
G	BASEBID + ALT 2 + ALT 3	<u>360,305.00</u>
H	BASEBID + ALT 1 + ALT 2 + ALT3	<u>388,305.00</u>
I	BASEBID + ALT 4	<u>689,527.00</u>
J	BASEBID + ALT 3 + ALT 4	<u>717,527.00</u>

Bid Form	x
addendum	x
Bond	x
safety	x
financial	x
subcontractors list	x
non-collusion declaration	x

CANNON LANE BID RESULTS

7/17/2018

BASE BID

OAK GROVE CONSTRUCTION

1	Mobilization	1	LS	25400	25,400.00
2	Traffic Control	1	LS	14605	14,605.00
3	Water Pollution and Temporary Controls	1	LS	4455	4,455.00
4	Clearing and Grubbing	1	LS	5660	5,660.00
5	Earthwork	1	LS	53960	53,960.00
6	Aggregate Base	290	TON	52.3	15,167.00
7	Asphaltic Concrete Paving	385	TON	124	47,740.00
8	Shoulder Backing	30	CY	307	9,210.00
9	Subgrade Stabilization Fabric	700	SY	4.35	3,045.00
10	Thermoplastic Striping and markers	1	LS	9950	9,950.00
11	Striping Paint, Caltrans Detail 22	521	LF	4	2,084.00
12	Install Sign	2	EA	513	1,026.00
				Total	192,302.00

ADDITIVE ALTERNATIVE 1

1.1	Traffic Control	1	LS	5040	5,040.00
1.2	Earthwork	1	LS	12915	12,915.00
1.3	A.C. Paving	322	LS	126	40,572.00
1.4	A.C. Levleing Course	60	LS	198	11,880.00
1.5	Dig Out Repair	63	LS	148	9,324.00
1.6	Edge Grind	1095	TON	8.2	8,979.00
1.7	Subgrade Stabilization Fabric	63	TON	16	1,008.00
1.8	Pavement Reinforcement Fabric	1556	CY	5.25	8,169.00
1.9	Striping Paint, Caltrans Detail 22	750	LF	4	3,000.00
				Total	100,887.00

ADDITIVE ALTERNATIVE 2

2.1	Traffic Control	1	LS	4455	4,455.00
2.2	Earthwork	1	LS	12915	12,915.00
2.3	A.C. Paving	188	TON	135	25,380.00
2.4	A.C. Leveling Course	29	TON	216	6,264.00
2.5	Dig Out Repair	95	SY	160	15,200.00
2.6	Edge Grind	690	LF	13.1	9,039.00
2.7	Subgrade Stabilization Fabric	95	SY	10.8	1,026.00
2.8	Pavement Reinforcement Fabric	734	SY	9.5	6,973.00
2.9	Striping Paint, Caltrans Detail 22	350	LF	4.5	1,575.00
				Total	82,827.00

ADDITIVE ALTERNATIVE 3

3.1	Subgrade Preparation	1,000	SY	16.7	16,700.00
3.2	Imported Fill	20	CY	110	2,200.00
				Total	18,900.00

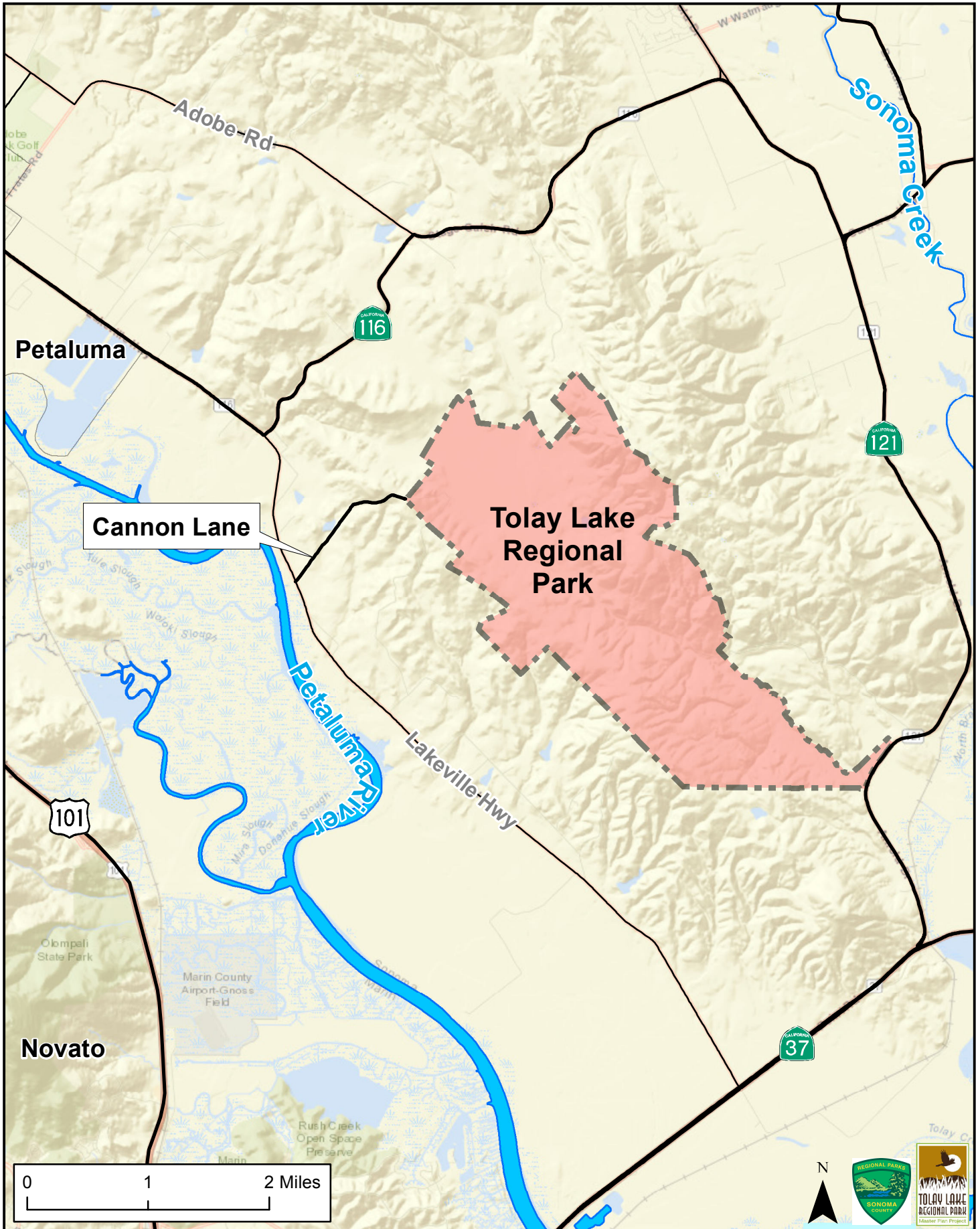
ADDITIVE ALTERNATIVE 4

4.1	Edge Grind	11,762	LF	3.25	38,226.50
4.2	Pavement Reinforcement Fabric (Station 2+25 to 61 +	18,822	SY	3	56,466.00
4.3	A.C. Paving (Station 2 + 25 to 61 + 06.41)	3,176	TON	103	327,128.00
4.4	Striping Paint, Caltrans Detail 22 (Station 2 + 25 to 61	5,885	LF	2.9	17,066.50
				Total	438,887.00

Oak Grove Construction

BASE BID	<u>192,302.00</u>
BASEBID + ALT 1	<u>293,189.00</u>
BASEBID + ALT 2	<u>275,129.00</u>
BASE BID + ALT 3	<u>211,202.00</u>
BASEBID + ALT 1 + ALT 2	<u>376,016.00</u>
BASEBID + ALT 1 + ALT 3	<u>312,089.00</u>
BASEBID + ALT 2 + ALT 3	<u>294,029.00</u>
BASEBID + ALT 1 + ALT 2 + ALT3	<u>394,916.00</u>
BASEBID + ALT 4	<u>631,189.00</u>
BASEBID + ALT 3 + ALT 4	<u>650,089.00</u>

Bid Form	x
addendum	x
Bond	x
safety	x
financial	x
subcontractors list	x
non-collusion declaration	x



Tolay Lake Regional Park Master Plan
 Sonoma County, CA

Project Location



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 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Ken Tam, 565-3348

Supervisorial District(s):

5th

Title: Lower Russian River Trail Feasibility Study – Award Consultant Contract

Recommended Actions:

Authorize Chairperson of the Board of Supervisors to execute a professional service agreement in the amount of \$664,038 with Alta Planning + Design, Inc. to prepare the Lower Russian River Trail Feasibility Study.

Executive Summary:

The Lower Russian River Trail Feasibility Study will evaluate the lower Russian River area for the most feasible route for a separated, paved recreational and non-motorized transportation trail (Class I bike path) that accommodates pedestrians, bicyclists, and equestrians where feasible. The trail would provide a safe pathway that would link the residential river communities in the lower reach such as Forestville, Guerneville, and Monte Rio. This will encourage more people to walk, jog, or bicycle to businesses, nearby schools, restaurants, river parks, and other popular destinations; thus, helping reduce vehicle use and emissions.

The 19.3-mile study area starts at the intersection of River Road and Mirabel Road and ends at the intersection of Highway 1 and 116. A significant portion of the feasibility study is paid for by Caltrans and the Northern Sonoma County Air Pollution Control District. Regional Parks requests the Board of Supervisors to execute a professional service agreement in the amount of \$664,038 with Alta Planning + Design, Inc. to prepare the Lower Russian River Trail Feasibility Study.

Discussion:

The Russian River area has always been a popular recreation destination and gathering place for not only local residents living in the area but for all Sonoma County residents and out of town guests. The main mode of transportation to access the area is either by car or bus. Most of the Russian River area is rural and has very limited pedestrian and bicycling facilities. The proposed Lower Russian River Trail would improve the area by providing a safe and separated pathway for walking, jogging, and bicycling to and from destinations such as retail shops, restaurants, wineries, schools, river parks (e.g. Steelhead

Beach Regional Park, Sunset Beach River Park, Forestville River Access (also known as Mom's Beach)), and resorts in the Russian River area. It would also provide recreation access, connectivity to other existing and planned non-motorized transportation networks, and a non-motorized transportation route that links the river communities such as Forestville, Guerneville, Mirabel, Hacienda, Odd Fellows, Summer Home Park, Rio Nido, Monte Rio, Villa Grande, Sheridan, Duncans Mills, and Jenner. Other Trail benefits include reducing vehicle congestion and greenhouse gas emissions.

The proposed 19.3-mile Lower Russian River Trail is located within the unincorporated area of Sonoma County in Supervisorial District 5. The Lower Russian River Trail is identified as a project in the adopted County Bicycle and Pedestrian Plan (August 2010). The Lower Russian River Trail project description is general and not specific; thus, the reason for preparing a feasibility study to help identify the location of the preferred Trail alignment that will benefit pedestrians and bicyclists. The feasibility study area encompasses a large area of the Russian River corridor that includes River Road and Highway 116. The feasibility study limits start at the intersection of Mirabel Road and River Road and end at the intersection of Highway 1 and 116, as shown on the attached location map.

In October 2017, Regional Parks submitted a Caltrans Sustainable Transportation Planning grant application to request funding for the Lower Russian River Trail Feasibility Study. After a competitive process, Caltrans notified the County that the Trail feasibility study was selected for funding in fiscal year 2017-18. On February 6, 2018, the Board authorized the Regional Parks Director to execute a grant agreement with Caltrans whereas the State will provide \$620,000 and the County will contribute \$173,500 as the required local match towards the feasibility study. The funding sources of the local match included the following: \$10,000 (Transient Occupancy Tax), \$25,000 (Area 3 Park Mitigation Fees), \$5,000 (Sonoma County Regional Parks Foundation), \$1,000 (The Wildlands Conservancy), \$120,000 (Northern Sonoma County Air Pollution Control District), \$5,000 (Monte Rio Recreation and Park District), \$2,500 (Russian River Recreation and Parks District), and \$5,000 (Korbel Winery). The total funds of \$793,500 will cover consultant costs, County staff time, and other expenses to prepare the feasibility study.

On April 18, 2018, Caltrans issued a notice to proceed to the County with May 1, 2018 as the start date. On July 16, 2018, the Request for Proposals (RFP) for the Lower Russian River Trail Feasibility Study was released. Proposals were accepted until August 14. Proposals were received from four consulting firms: Alta Planning + Design, Inc. (\$719,992), Questa Engineering (\$706,335), Design Workshop, Inc. (\$701,639), and Moore Iacofano Goltsman (\$656,785). In addition to cost, the Regional Parks selection committee evaluated the proposals based on the consultant's related work experience and knowledge, ability to perform tasks, past work performance, willingness to agree to County's contract language, cost efficiency, local preference, and responsiveness to the RFP.

Based on the evaluation criteria listed above, Alta Planning + Design, Inc. is the most qualified and had the most responsive proposal. Alta Planning + Design, Inc. and their project team have related work experience planning and designing multi-use trail projects of similar scope along river corridors. The project team also has broad and specialized experience in public outreach and engagement, economic benefit analysis, biological assessment, cultural and historic assessment, traffic analysis and engineering, hydrology analysis, geotechnical engineering, and trail design. All of which are needed to prepare the trail feasibility study.

Regional Parks negotiated the contract amount and recommends awarding the contract to Alta Planning + Design, Inc. in the amount of \$664,038. Alta Planning + Design, Inc. in association with subconsultants: Green Valley Consulting Engineers, W-Trans, Peter Baye, Miller Pacific Engineering Group, Alta Archaeological Consulting, LLC, and Noble Consultants will provide the following services: identify existing site conditions and public right of way, prepare benefits analysis, identify existing demographics and interest groups, prepare community survey to solicit input, prepare concepts and maps, facilitate community workshops and stakeholder meetings, collect and respond to public comments, and prepare draft and final feasibility study reports. The specific tasks are described in more detail in Alta Planning + Design, Inc.'s "Proposal for Lower Russian River Trail Feasibility Study" which is on file with the Clerk of the Board.

The completed Draft Feasibility Study will recommend a preferred trail alignment and alternatives, include anticipated development costs (e.g. design and engineering, right of way acquisition, construction), amenities, wayfinding, parking/trailhead locations, and identify implementation priorities by phases and costs. All of this information will help Regional Parks develop a project implementation time line to complete the project in future phases as funding becomes available.

A significant component of the Trail study includes public outreach. A series of community workshops and stakeholder meetings will be scheduled to solicit input from the general public, property owners, interest groups, and stakeholders such as but not limited to Monte Rio Recreation and Park District, Russian River Recreation and Park District, Russian River Area Resources and Advocates, Sonoma County Bicycle Coalition, Chambers of Commerce, and Visitors Bureau. After the conclusion of the community workshops and stakeholder meetings, Consultant will prepare and present a Draft Feasibility Study to the public, stakeholders, and the Board for review and input. Once public comments are received for the draft study, Consultant will prepare and submit the Final Feasibility Study Report to the Board. The anticipated completion date of Final Feasibility Study is November 2019.

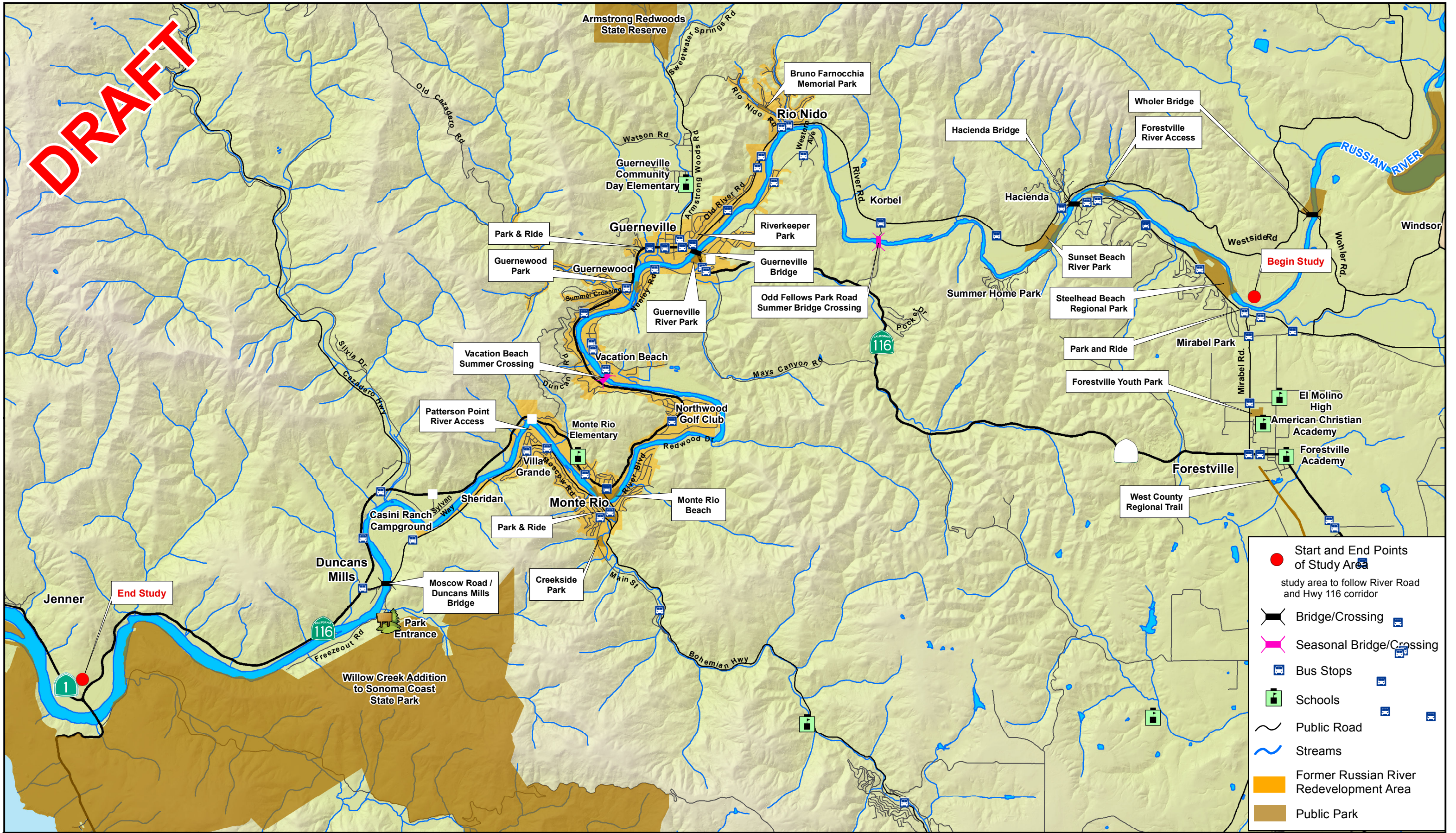
Prior Board Actions:

February 6, 2018, by Resolution No. 18-0046 approved the funding agreement for Caltrans Sustainable Transportation Planning Grant Program for the Lower Russian River Trail Feasibility Study and authorized the Regional Parks Director to execute all documents necessary to carry out and administer the grant; by Resolution No. 18-0047 approved budget adjustment in fiscal year 2017-2018 to increase revenues and expenditures in the amount of \$752,500. August 24, 2010, by Resolution No. 10-0636, adopted the 2010 Sonoma County Bicycle and Pedestrian Plan.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses	\$793,500		
Additional Appropriation Requested			
Total Expenditures	\$793,500		
Funding Sources			
General Fund/WA GF			
State/Federal	\$620,000		
Fees/Other	\$173,500		
Use of Fund Balance			
Contingencies			
Total Sources	\$793,500		
Narrative Explanation of Fiscal Impacts:			
This study is funded by Caltrans grant funds and local County matching funds. Project costs include \$664,038 for a professional services contract with Alta Planning + Design, Inc. and \$129,462 to cover County staff time, community workshops and stakeholder meetings, and project contingencies.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Map			
Related Items "On File" with the Clerk of the Board:			
<ol style="list-style-type: none"> 1) Professional Service Agreement (5 originals) 2) Proposal for Lower Russian River Trail Feasibility Study by Alta Planning + Design, Inc. 			

DRAFT



This map is for illustrative purposes only and is not intended to be a definitive property description.

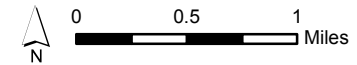
Source: Sonoma County ISD GIS

Date Saved: 10/17/2017 2:31:30 PM

Document Path: U:\GIS Maps\Russian River Trail\Arc\Proposed Lower Russian River Trail.mxd

FEASIBILITY STUDY AREA - PROPOSED LOWER RUSSIAN RIVER TRAIL

Author: A. Stricklin



**Sonoma County
Regional Parks**





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 9, 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):

Countywide

Title: FY 2019 SB1 State of Good Repair Grant Program

Recommended Actions:

Adopt a resolution approving the SB1 State of Good Repair Project List for Fiscal Year 2018-19 for the County of Sonoma/Sonoma County Transit.

Executive Summary:

This resolution provides approval by the Board of the SB1 State of Good Repair Project List for Fiscal Year 2018-19, which is required annually to obtain SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. Using funding allocated for FY 2018-19, the current project will rehabilitate the roof on Sonoma County Transit's Maintenance Facility to a state of good repair. Future funding allocations are anticipated to be used to make additional repairs and improvements to Sonoma County Transit's Operations and Maintenance Facilities.

Discussion:

The Road Repair and Accountability Act of 2017, approved by California State Legislature as Senate Bill 1 (SB1), will provide new transportation funding over the next decade to repair highways, bridges and local roads and improve transit service. SB1 will also provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. Sonoma County Transit's share of these funds, which is referred to as the SB1 State of Good Repair Grant Program, is anticipated at \$34,157 for FY 2018-19.

The SB1 State of Good Repair Grant Program, which is administered by the California Department of Transportation, Division of Rail and Mass Transportation (Caltrans), is funded from a portion of a new Transportation Improvement Fee on vehicle registrations beginning in 2018. Sonoma County Transit has submitted an application to Caltrans requesting \$34,157 in FY 2018-19 State of Good Repair Grant Program funding to rehabilitate the roof on its Maintenance Facility.

Prior to receiving an allocation of SB1 State of Good Repair Grant Program funding, Sonoma County Transit must annually submit to Caltrans a Board Resolution approving the annual list of projects for which SB1 State of Good Repair funds will be used. An Authorized Agent and Grant Assurances forms were submitted to Caltrans with Sonoma County Transit's FY 2017-18 application, which were one-time submittals through the end of the program.

Prior Board Actions:

03/13/18: Resolution adopted by the Board authorizing the Director of Transportation and Public Works to execute for and on behalf of the County any actions necessary for the purpose of obtaining SB1 State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation, for transit infrastructure repair and service improvements, continually until the end of the State of Good Repair program, and authorizing the Chair to execute the Authorized Agent Form required under the program. Resolution No. 18-0075.

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

Funding from the SB1 State Transit Assistance State of Good Repair Grant Program will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	34,157		
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	34,157		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	34,157		

Narrative Explanation of Fiscal Impacts:

This project will be funded with SB1 State Transit Assistance State of Good Repair grant program funds. There are sufficient appropriations available in the FY 2018-19 adopted Transit budget to support this anticipated revenue and its intended expenditures.

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



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,
Approving the FY 2019 Project List For The State of Good Repair Program**

Whereas, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, established the State of Good Repair program to provide funding for eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

Whereas, the County of Sonoma/Sonoma County Transit is an eligible project sponsor and may receive State Transit Assistance funding from the SB1 State of Good Repair program now or sometime in the future for transit projects; and

Whereas, State Transit Assistance funding from the SB1 State of Good Repair program is allocated regionally by the Metropolitan Transportation Commission; and

Whereas, in order to qualify for SB1 State of Good Repair funding, the County of Sonoma/Sonoma County Transit is required to submit a proposed project list to the Metropolitan Transportation Commission and California Department of Transportation on an annual basis; and

Whereas, the County of Sonoma/Sonoma County Transit share of State Transit Assistance funding from the SB1 State of Good Repair program for FY 2019 is estimated to be \$34,157, which will be used to rehabilitate the roof at Sonoma County Transit's maintenance facility; and

Whereas, the Director of Transportation and Public Works has been previously authorized by the Board of Supervisors to execute all actions necessary for the purpose of obtaining State Transit Assistance funds under the State of Good Repair program;

Now, Therefore, Be It Resolved, that the Board of Supervisors hereby approves the SB1 State of Good Repair Project List for Fiscal Year 2019 for the County of Sonoma/Sonoma County Transit.

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

To: Board of Supervisors

Board Agenda Date: October 9, 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: Appointment

Recommended Actions:

Appoint Tim Zahner to the Sonoma County Tourism Board, effective 10/09/2018 and expiring on 10/09/2019 (First District).

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
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 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Lynda Hopkins 565-2241

Supervisorial District(s):

Fifth District

Title: Appointment

Recommended Actions:

Approve the appointment of Tamara Murrell to the Commission on Human Rights for a two year term beginning on October 1, 2018 and ending on October 1, 2020. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 9, 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: Re-appointment

Recommended Actions:

Re-appoint Karissa Kruse to the Sonoma County Tourism Board for a two year term beginning June 30, 2018 and ending June 30, 2020. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

Appointed on 03-08-2016, Re-appointed on 12-05-2017.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 9, 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: Re-appointment

Recommended Actions:

Approve the reappointment of Jessica Wood to the Commission on the Status of Women for a two-year term beginning on October 9, 2018 and ending on October 9, 2020. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

Previously approved on 10-11-2016.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore

Supervisorial District(s):

All

Title: Gold Resolution in appreciation of State and Federal Representative support of Sonoma County's disaster response and recovery efforts from the Sonoma Complex Fires of 2017.

Recommended Actions:

Adopt a Gold Resolution in appreciation of State and Federal Representative support of Sonoma County's disaster response and recovery efforts from the Sonoma Complex Fires of 2017.

Executive Summary:

The Sonoma Complex Fires of October 2017 severely affected the County of Sonoma and its residents, burning 173 square miles and destroying over 7,000 structures, including 5,300 homes.

During the disaster, our State and Federal Representatives immediately reached out by requesting State and Federal disaster response assistance to Sonoma County. Our representatives continue to provide post disaster assistance to support ongoing recovery efforts.

The Board of Supervisors of the County of Sonoma recognizes and appreciates the tireless efforts of our State and Federal Representatives to the continued recovery of our community from the Sonoma Complex Fires of 2017.

Sonoma County State Representatives include: Senators Mike McGuire and Bill Dodd, Assemblymembers Jim Wood, Cecilia Aguiar-Curry, and Marc Levine. Sonoma County Federal Representatives include: Representatives Mike Thompson and Jared Huffman and Senators Diane Feinstein and Kamala Harris.

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



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, in appreciation of our Sonoma County State and Federal Representatives for the tireless efforts in supporting Sonoma County's recovery from the Sonoma Complex Fires of 2017

Whereas, Sonoma County State Representatives include: Senators Mike McGuire and Bill Dodd, Assemblymembers Jim Wood, Cecilia Aguiar-Curry, and Marc Levine.

Whereas, Sonoma County Federal Representatives include: Representatives Mike Thompson and Jared Huffman and Senators Dianne Feinstein and Kamala Harris.

Whereas, the Sonoma Complex Fires of October 2017 severely affected the County of Sonoma and its residents, burning 173 square miles and destroying over 7,000 structures, including 5,300 homes; and

Whereas, during the disaster, State and Federal Representatives provided immediate attention and support by requesting State and Federal disaster response assistance to Sonoma County; and continue to provide post disaster assistance to support a full recovery; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma does hereby recognize and appreciate the tireless efforts of our State and Federal Representatives to the continued recovery of our community from the Sonoma Complex Fires of 2017.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board

Board Agenda Date: October 9, 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: Gold Resolution

Recommended Actions:

Adopt a Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Commending KSRO for Outstanding Public Service and News Coverage of the 2017 Sonoma Complex Fires

Executive Summary:

Discussion:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution			
Related Items “On File” with the Clerk of the Board:			



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,
Commending KSRO for Outstanding Public Service and News Coverage of the
2017 Sonoma Complex Fires**

WHEREAS, Whereas, KSRO radio began broadcasting immediate emergency information to Sonoma County just after midnight on October 9, 2017; and,

WHEREAS, with most other communications systems down, KSRO radio became one of the only sources of information during the deadly October fires; and,

WHEREAS, KSRO broadcast 24/7, without commercial interruption, long after the initial physical danger had passed; and,

WHEREAS, KSRO provided a platform and immediate access for fire agencies, law enforcement and local, state and national leaders to broadcast their necessary information to the public at large; and,

WHEREAS, the entire staff of Amaturio Sonoma Media Group, many of them evacuees themselves, contributed to the effort on the air and on the phones; and,

WHEREAS, KSRO's News Director, Pat Kerrigan, became recognized as the voice of Sonoma County through the fires and well into its recovery; and,

WHEREAS, once the disaster abated, KSRO expanded its local coverage on a daily basis to broadcast the ongoing efforts in mid and long-range recovery; and,

WHEREAS, KSRO's Pat Kerrigan has accepted each of more than 100 requests to speak to citizen groups since the fires, and continues to be involved in community preparedness efforts; and,

WHEREAS, KSRO continuously covers legislative reforms, the rebuilding progress and the evolution of our community after the fires; and,

WHEREAS, KSRO has already contributed tens of thousands of dollars to the Resilience Fund, and will continue to do so through it's "Heroes of October" events to mark the first anniversary of the fires; and,

Resolution #

Date:

Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Sonoma commends KSRO for their tireless commitment to the community during the 2017 Sonoma Complex Fires.

Supervisor Susan Gorin

Supervisor David Rabbitt

Supervisor Shirlee Zane

Supervisor Lynda Hopkins

Supervisor James Gore, Chair



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor James Gore 565-2241

Fourth

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Declaring October 9 through October 31 as Binational Health Care week

Executive Summary:

Prior Board Actions:

09.18.2018

Strategic Plan Alignment

Fiscal Summary - FY 18-19

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

Narrative Explanation of Fiscal Impacts (If Required):

--

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

Gold Resolution to be presented onsite on 10.09.2018.

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

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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, Proclaiming October 9 Through October 31, 2018 As
Binational Health Week In Sonoma County**

Whereas, Binational Health Week is the largest mobilization effort in America to improve the health and well-being of the underserved Latino population living in the United States and Canada;

Whereas, during Binational Health Week, federal and state government agencies, community-based organizations, and thousands of volunteers come together annually for a multi-week period starting in the month of October to conduct a series of health promotion and health education activities that include workshops, service referrals, vaccinations, and medical screenings;

Whereas, Binational Health Week fosters community solidarity by bringing together existing resources and thousands of volunteers working together for a common goal with events coordinated by a collaboration of community and government agencies from the U.S., Canada, Mexico, and other Latin American countries with the purpose of reaching out to the most disadvantaged and vulnerable people, especially those without medical coverage;

Whereas, this year, numerous events honoring Binational Health Week are scheduled across Sonoma County before, during, and after the 23-day period from October 9th through October 31st, where the main health topic addressed is farmworker outreach to health care and access to health insurance;

Whereas, Binational Health Week provides an opportunity to highlight the need to improve health care for Latino immigrants in Sonoma County and throughout California, and provide needed access to local health information and services; and

Whereas, Sonoma County will continue to participate in Binational Health Week by offering event support, educational outreach, program enrollment, program evaluation, and technical assistance.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County does hereby proclaim October 9 through October 31, 2018 as Binational Health Week in Sonoma

Resolution #
Date: October 9, 2018
Page 2

County and supports and encourages efforts which improve the health and well-being of the underserved Latino population living in the County.

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 of Supervisors, County of Sonoma

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services

Staff Name and Phone Number:

James Williams / 565-1152

Supervisorial District(s):

All Districts

Title: Fire Prevention Week 2018

Recommended Actions:

Adopt a Gold Resolution proclaiming October 7-13, 2018, as Fire Prevention Week in Sonoma County

Executive Summary:

The Sonoma County Fire and Emergency Services Department (FES), along with the Sonoma County Fire Prevention Officers Association (FPO), and thousands of fire departments and safety advocates across North America, are joining forces with the National Fire Protection Association (NFPA) to commemorate Fire Prevention Week, October 7-13, 2018. The President of the United States has signed a proclamation proclaiming a national observance during this week every year since 1925.

Discussion:

This year's theme "*Look. Listen. Learn. Be Aware. Fire Can Happen Anywhere!*" reminds local residents about the importance of having working smoke and carbon monoxide alarms in the home, testing them monthly, and developing and exercising escape plans.

According to NFPA statistics, half of all U.S. home fire deaths occur at night between the hours of 11:00 pm and 7:00 am, when people are most likely to be sleeping, and three out of every five of those deaths resulted from fires in homes without smoke alarms or with non-working smoke alarms. Having a working smoke alarm in the home cuts the risk of dying in a fire by half.

Smoke alarms can make the difference between life and death in a fire by alerting people to escape safely in time, and should be installed in all required locations, including all bedrooms on all levels of the home, and must be working.

To find out more about Fire Prevention Week programs and activities in Sonoma County, residents may contact the Sonoma County Fire and Emergency Services Department at (707) 565-1152, or <http://www.sonomacountyfire.org>

To learn more about "*Look. Listen. Learn. Be Aware. Fire Can Happen Anywhere!*" residents may also visit NFPA's website at <http://www.firepreventionweek.org>.

Prior Board Actions:			
10/10/2017: Gold Resolution proclaiming Fire Prevention Week. This item has come to the Board annually for the past ten years.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Fire Prevention Week serves as a reminder to the public to adopt fire safety practices that prevent fires and save lives and property.			
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:			
None.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
Gold Resolution (A1)			
Related Items “On File” with the Clerk of the Board:			
None.			

S:\BOS AGENDA\Fire\Declaration weeks\Fire Prevention Week\2018 Fire Prevention Week\10-09-2018 FES Fire Prevention Week_Summ.docm



County of Sonoma
State of California

Date: October 9, 2018

Item Number: _____

Resolution Number: _____

Santa Rosa, CA 95403



4/5 Vote Required

**Gold Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Proclaiming the Week of October 7-13, 2018 as Fire Prevention Week.**

Whereas, the County of Sonoma is committed to ensuring the safety and security of all those living in and visiting Sonoma County; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, smoke and carbon monoxide alarms save lives; and

Whereas, according to the National Fire Protection Association, half of all US home fire deaths occur at night between the hours of 11:00 pm and 7:00 am, of which three out of five of those deaths result from fires in properties without working smoke alarms; and

Whereas, working smoke alarms cut the risk of dying in home fires in half, and carbon monoxide incidents not related to fires have been increasing over time; and

Whereas, Sonoma County residents are encouraged to install smoke and carbon monoxide alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

Whereas, Sonoma County first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, Sonoma County residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas, the 2018 Fire Prevention Week theme, *"Look. Listen. Learn. Be Aware. Fire Can Happen Anywhere!"* effectively serves to remind us that we need working smoke alarms and home evacuation plans to allow time to get out safely; and

Whereas, the President of the United States has signed a proclamation observing National Fire Prevention Week every year since 1925.

Now, Therefore, Be It Further Resolved the Sonoma County Board of Supervisor's hereby proclaims October 7-13, 2018 as Fire Prevention Week throughout the County, and urges Sonoma County residents to test their smoke and carbon monoxide alarms monthly, and to support the public safety activities being offered by numerous fire agencies during Fire Prevention Week 2018.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): District Attorney's Office, Probation Department, Sheriff's Office, Health Services, Human Resources – Commission on the Status of Women, Human Services

Staff Name and Phone Number:

Renate Amantite (707) 565-3150

Supervisorial District(s):

All

Title: Domestic Violence Awareness Month

Recommended Actions:

Adopt a Gold Resolution proclaiming October 2018 to be Domestic Violence Awareness Month in Sonoma County.

Executive Summary:

October is Domestic Violence Awareness Month. The District Attorney's Office has come together with community partners to elevate the level of awareness surrounding this important issue.

Discussion:

Background: On behalf of the many public and private agencies working together to improve services, and to prevent and respond to domestic violence, six departments – the District Attorney's Office, the Sheriff's Office, Health Services, Human Services, Human Resources - Commission on the Status of Women, and the Probation Department– have come together, with the support of our community-based partners, to seek a resolution proclaiming October 2018 as Domestic Violence Awareness Month in Sonoma County.

Communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor and connect with those who work tirelessly to put an end to domestic violence. For over two decades, purple ribbons have served as visual gestures of support for victims of domestic violence. No one is able to pinpoint the history of the purple ribbon, but it symbolizes survival, courage, honor and dedication to ending domestic violence. It is also used to raise awareness in communities about the crime of domestic violence, and has been recognized by state legislatures.

SONOMA COUNTY DISTRICT ATTORNEY'S OFFICE

The District Attorney has made domestic violence a top priority of her office. Senior attorneys are assigned to the Domestic Violence and Sexual Assault Unit and prosecute all felony domestic violence cases in the county, while specially assigned attorneys in the unit handle all misdemeanor domestic violence cases. The cases are handled according to the vertical prosecution concept, which means the same prosecutor, specially trained in the subject matter, handles each case from filing determination through trial or plea and sentencing. These prosecutors work closely on their cases with the assigned D.A. investigator, victim advocate, and law enforcement agency detectives. Victim advocates, claims specialists and victim restitution specialists all provide victims a variety of services related to victims' participation in the criminal justice system and to assist in recovering from crimes' devastating impacts. Such services include court accompaniment, explaining the criminal justice process and crime victim rights, and providing assistance obtaining compensation and restitution to receive reimbursement for out-of-pocket expenses related to the victimization. Victim advocates attend Domestic Violence Court daily to assist victims through the often complicated process. Advocates prepare Victim Status Forms so their voice can be heard and Criminal Protective Orders to increase their safety. We have numerous bilingual Spanish speaking advocates to ensure understanding. The District Attorney's Office is committed to working with our law enforcement, county and community partners to hold family violence offenders accountable and to help victims heal.

Through a collaborative community response, we are celebrating the seventh anniversary, this month, of the grand opening of the Family Justice Center Sonoma County (FJCSC), where family violence victims receive comprehensive services in one location. The Sheriff's Office, Health Services and Human Services are working with the District Attorney's Office, and many other community partners and law enforcement agencies, including the YWCA Sonoma County, Verity, Council on Aging, Catholic Charities, Legal Aid of Sonoma County, Inter-Tribal Council of California, as well as the Santa Rosa Police Department, to provide those services. The partners seek to empower victims of family violence to live free from violence and abuse by providing wrap-around services through a single point of access. We follow best practices in the field, track our outcomes, and build on strong interagency collaboration to protect the vulnerable, stop the violence, and restore hope. Since the relocation of Redwood Children's Center in the FJCSC, we have seen an increase in agency integration to better serve all victims of family violence. Over 7,000 clients have been served since opening the FJCSC. This year also marks the fourth year of FJCSC sending children of Domestic Violence Victims to "Camp Hope", a therapeutic summer camp, for a week.

SONOMA COUNTY PROBATION DEPARTMENT

The Sonoma County Probation Department has operated a specialized Domestic Violence unit since 1995. The goals of the Domestic Violence unit are to help break the cycle of family violence, assist those already affected by family violence with the healing process and to safeguard victims and children. On average, the Domestic Violence unit supervises approximately 420 offenders. These offenders are convicted of both misdemeanor and felony offenses. The law mandates completion of a 52-week batterers' intervention program as a condition of any grant of probation related to an act of Domestic Violence. Offenders are referred to one of six Domestic Violence intervention programs in Sonoma County, which are certified annually by the Probation Department. Offenders are required to work in group therapy on identifying triggers to violence, alternatives to violence, and communication skills. Most offenders tell their Probation Officers that they have learned a great deal from participation in these programs. Many offenders and victims have relayed that attendance has literally, "changed our lives for the better."

Using validated risk and need assessment tools, the eight Probation Officers of the Domestic Violence unit develop individualized case plans that attempt to address the core factors that brought an offender into the criminal justice system. This past fiscal year Probation staff were trained to apply the Spousal Assault Risk Assessment (SARA); a specialized assessment tool used to identify DV offenders requiring more intensive supervision and interventions, with a goal of increasing victim safety. These Officers also act to hold offenders accountable for non-compliance with the imposed conditions of probation and established case plans. Accountability and advancement of case plan goals are achieved through meetings with offenders in an office setting, compliance checks in their homes and other community settings and referral to appropriate service providers.

Probation Officers work closely with the victims of Domestic Violence. Victims are contacted upon an offender's initial placement on a grant of probation so that the probation supervision and future court processes can be explained to them. Ongoing contact with victims is maintained so their concerns, need for restitution and emerging issues can be addressed as part of the supervision case plan.

The Domestic violence cases supervised by the Probation Department are all heard by a specialized Court. The progress of each offender is periodically reviewed by this Court. Assigned Probation Officers prepare reports for these Court reviews that outline an offender's compliance with the imposed terms and conditions of probation, progress in related forms of treatment and any concerns of the victim.

SONOMA COUNTY SHERIFF'S OFFICE

In the calendar year for 2017, the Sheriff's Office, including Windsor Police Department and Sonoma Police Department, investigated 785 cases of domestic violence involving physical violence (intimate partner abuse and domestic battery). Additionally, the Sheriff's Office investigated domestic violence cases that also were comprised of terrorist threats, stalking, false imprisonment, violation of domestic violence restraining orders, and assault with a deadly weapon. The total number of DV calls patrol responded to in 2017 was 2468, compared to 2538 in 2016. Thus far in 2018 we have investigated 506 DV cases and responded to 1556 calls for service.

Through a partnership with the Family Justice Center Sonoma County, victims of domestic violence are referred for centrally located advocacy services helping to achieve our goal of ending family violence in the county. The Sonoma County Sheriff's Office takes the issue of domestic violence very seriously; it is therefore given our utmost priority.

SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES

The Department of Health Services (DHS) recognizes that domestic violence is a public health issue. The physical and emotional effects of domestic violence directly impact the health and well-being of victims and their families, with the negative effects being felt long past the original injuries. Health Services remains a committed partner in working for the safety, support, and restoration of victims of domestic and family violence.

During home visits, our public health nurses and social workers actively screen for domestic violence and educate individuals on how to access community resources for support. Our Maternal, Child, and Adolescent Health staff provide education to community health care providers to ensure that all women are screened for intimate partner violence. Staff members also participate in the Teen Health Advocacy Coalition, which works with community partners to prevent teen dating violence and sexual assault. Our Sexual Assault Response Team (SART) provides 24-hour, seven days a week on-call forensic examination services for adult and child victims of sexual assault or abuse and works collaboratively with the Human Services Department, the District Attorney's Office, local law enforcement, and community partners,

such as Sutter Hospital, YWCA Sonoma County, and Verity. The Department of Health Services also partners with YWCA Sonoma County and Verity to implement Coaching Boys Into Men, an evidence based violence prevention program that works closely with coaches from high school and middle school athletic programs to teach their young male athletes about the importance of respect for themselves, others, and particularly women and girls. Responding to the pervasive issue of domestic violence, DHS continues to support the expansion of the YWCA Safe House, which provides shelter, prevention, and treatment services to women. DHS also helps support outreach efforts for the Family Justice Center Sonoma County, so that all victims of family violence are aware of the comprehensive services available to them.

In collaboration with Public Health, Behavioral Health, and community partners, the Health Policy, Planning and Evaluation Division of DHS is leading an effort to develop a Violence Prevention Initiative, which will be introduced to the public with the release of a report that profiles violence in Sonoma County and frames violence as a public health issue. Within the violence profile, there will be a close examination of domestic violence in Sonoma County.

SONOMA COUNTY DEPARTMENT OF HUMAN RESOURCES

Commission on the Status of Women

The Commission on the Status of Women continues to be a strong advocate of community-wide activities and agencies that work to eradicate Domestic Violence, and provide services to victims in need. The effects of Domestic Violence can lead far beyond physical harm to psychological and financial trauma, homelessness and perpetuation of abuse. The Commission worked to bring community awareness to this issue with One Billion Rising events held in 2015 and 2016, in conjunction with the global movement aimed at ending domestic and sexual violence. In 2017 and 2018 our Intimate Partner Violence ad hoc chose to focus on what causes perpetrators to become violent towards women. We partnered with Verity in April of 2018, providing a free public screening of the film "[The Mask You Live In](#)", followed by a panel discussion including representatives of the Santa Rosa Violence Prevention Partnership and Verity's Rape Crisis Center. The film focuses on societal pressures on boys and explores how America's narrow definition of masculinity is harming boys, men, and our society. Several of the audience members went on to request their children's schools receive training on safe, healthy relationships from Verity's education department.

This year the Commission will continue to partner with other organizations to promote healthy, non-violent relationships and bring awareness to gender biases. In addition, our Junior Commission has formed an ad hoc to work on a community service project to help educate youth on Domestic Violence, dating violence and what healthy relationships look like.

SONOMA COUNTY HUMAN SERVICES DEPARTMENT

The Human Services Department (HSD) is committed to protecting vulnerable children and adults from all forms of abuse and violence, and to promoting maximum independence and well-being for individuals and families. Child welfare social workers, Adult Protective Services social workers, employment counselors, and eligibility workers all assess clients for experiences of domestic violence and refer to services as appropriate. If needed, social workers assist adult clients in obtaining protective orders. Children and youth reporting domestic violence at home may be removed for their own safety by child welfare social workers. HSD is also the lead agency for the Redwood Children's Center where a

specialized and multi-disciplinary team interviews child and adult victims of sexual abuse or assault, preventing the need for separate and multiple interviews.

FAMILY VIOLENCE PREVENTION COUNSEL (FVPC) AND SUBCOMMITTEES

The Family Violence Prevention Council (FVPC) consists of over thirty members representing an array of agencies, departments and organizations in Sonoma County. The FVPC’s mission is to develop, promote, and enhance creative prevention and effective intervention initiatives to reduce the amount of family violence in Sonoma County. The FVPC provides an ongoing forum for collaboration among victim service providers, batterers’ treatment providers, the courts, criminal justice partners, and civil legal services. The Council is co-chaired by the Sonoma County Superior Court and the District Attorney. The Council supports training, educational and outreach opportunities to raise awareness in the field and in the public on the importance of breaking the cycle of violence. The Council, and its subcommittees, reviews, discusses and updates law enforcement protocols and policies and court and legal practices, as necessary, to ensure consistency in response to incidents of family violence throughout our County.

YWCA SONOMA COUNTY

“Ending domestic violence in Sonoma County through education, awareness and empowerment.”

Thursday, October 25th (National "Wear Purple Day") – Join us for “Dinner and a Movie” – Dine and Donate at Mary’s Pizza Shack and the 7 p.m. film screening of “*Power and Control - The History of Domestic Violence in America*” at the Summerfield Cinemas in Santa Rosa, a benefit for YWCA Sonoma County sponsored by Kaiser Permanente. Directed by Peter Conn, this film is the story of one woman's desperate journey; and a revolution at a crossroads. (running time 50 minutes) The film will be followed by a panel discussion as well as Q & A with YWCA Senior Program Managers representing our comprehensive DV Services, including our confidential Safe House (the only one in Sonoma County), YWCA's "A Special Place Therapeutic Preschool" (the only one in Sonoma County) and our robust Therapy Program offering individual counseling for children and adults as well as DV Support Groups in both English & Spanish. See you there!

Prior Board Actions:

Since 1982, the Board of Supervisors has proclaimed October to be Domestic Violence Awareness Month. The District Attorney’s Office has joined with the Probation Department, the Sheriff’s Office, Health Services, Human Services and Human Resources’ Commission on the Status of Women, with support from our community-based partners in requesting this proclamation. All partners join in the request for recognition of Sonoma County’s efforts to prevent and respond to domestic violence.

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

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



County of Sonoma

State of California

Date: 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, Proclaiming the Month of October 2018 to be Domestic Violence Awareness Month in Sonoma County

Whereas, domestic violence is a crime and does not discriminate, crossing all ethnic, social, political, class and gender lines; and

Whereas, domestic violence involves the systematic use of force, threats and intimidation to establish and maintain control of the victim; and

Whereas, stopping the cycle of violence in the home requires the support and involvement of all those in the criminal justice system and community-based agencies who provide support services to victims, along with the courage and resolve of the survivors; and

Whereas, communities around the nation come together during October to mourn those who have died as a result of domestic violence, to celebrate those who have survived domestic violence, and to honor those who work tirelessly to put an end to domestic violence;

Whereas, enhanced prevention and intervention efforts increase awareness of the severity and extent of domestic violence, conveying the message to perpetrators that domestic violence will not be tolerated in Sonoma County; and

Whereas, The Board of Supervisors recognizes the ongoing efforts of the District Attorney's Office, the Sonoma County Sheriff's Office, the Department of Health Services, Commission on the Status of Women, the Family Justice Center Sonoma County, Sonoma County Courts, the YWCA, the Probation Department, and other law enforcement agencies, County departments and community groups for working together to end the cycle of domestic violence and improve victims' services.

Now, Therefore, Be It Resolved that the Board of Supervisors, in recognition of the community effort to address domestic violence, hereby proclaims October 2018 to be Domestic Violence Awareness Month in Sonoma County

Supervisors:

Resolution #

Date:

Page 2

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: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

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

Staff Name and Phone Number:

Amy Faulstich, 565-4823

Supervisorial District(s):

Title: Mental Health Awareness Week 2018

Recommended Actions:

Adopt a gold resolution proclaiming October 7 to October 13, 2018 as Mental Health Awareness Week in Sonoma County.

Executive Summary:

In 1990 the United States Congress established the first full week of October as Mental Health Awareness Week in recognition of the National Alliance on Mental Illness' efforts to raise mental illness awareness. Since then, mental health advocates across the country have joined with others in their communities to sponsor activities, large and small, for public education about mental illness. Mental Health Awareness Week is October 7th through October 13th, an annual event where advocates across the nation will come together to spread awareness about the importance of mental health and to speak out against the stigma around mental illness.

Discussion:

Share the Facts About Mental Health:

- Mental health challenges are very common. In fact, 50 percent of us will experience a mental health challenge in our lifetime.
- Mental well-being is a fundamental component of the World Health Organization's definition of health.
- Half of all mental disorders start by age 14 and three-quarters by age 24.
- Unfortunately, research shows that many people do not reach out for support. For young people, an average of 6 to 8 years passes from the time they first experience symptoms to the time when they get help.
- People recover from mental illness all the time. With support and treatment, between 70 percent and 90 percent of individuals report reduced symptoms and improved quality of life.

Good mental health enables people to realize their potential, cope with the normal stresses of life, work productively, and contribute to their communities.

Prior Board Actions:

Each October the Board recognizes Mental Health Awareness Week in Sonoma County.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Recognition of Mental Health Awareness Week by the Sonoma County Board of Supervisors serves to raise awareness of mental illness in the County.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures	0	0	0

Funding Sources

General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	0	0	0

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts associated with this item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution

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

None



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, Proclaiming October 7 Through October 13, 2018 as Mental Health Awareness Week in Sonoma County

Whereas, mental health is part of overall health;

Whereas, one in five adults experiences a mental health problem in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia;

Whereas, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24;

Whereas, mental health disorders affect people from every background and can occur at any age, with adults, seniors, and children being affected by potentially disabling disorders;

Whereas, early identification and treatment can make a difference in successful management of mental illness and recovery;

Whereas, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed;

Whereas, no individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care, nor should lives be devastated or families financially ruined by the costs of care;

Whereas, serious mental health disorders are highly treatable medical conditions of the brain posing the same concern as cancer, heart disease, diabetes, and other disorders;

Whereas, scientific research is producing tremendous breakthroughs in the understanding of mental health disorders, resulting in more effective treatments to allow people to recover and lead full and productive lives;

Whereas, Sonoma County emphasizes strategies to reduce the negative outcomes that may result from untreated mental health disorders including: suicide, incarcerations, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes;

Whereas, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help;

Whereas, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; and

Whereas, Sonoma County has created a local mental health system that focuses on wellness and recovery and is consumer, client, and family member driven, culturally responsive and linguistically appropriate, promoting a vision in which recovery is possible.

Now, Therefore Be It Resolved, that the Board of Supervisors of the County of Sonoma does hereby proclaim October 7 through October 13, 2018 as Mental Health Awareness Week to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses.

Be It Further Resolved that all Sonoma County citizens, businesses, schools and community organizations are encouraged to wear a lime green ribbon in observance of Mental Health Awareness Week.

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: 23
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): County Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

All

Title: Approval of Article 19 – Medical Benefits for Future Retirees – in the 2018/2019 Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association.

Recommended Actions:

Adopt a Resolution approving Article 19 – Medical Benefits for Future Retirees – that was negotiated as part of the 2018/2019 Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Law Enforcement Association (“SCLEA”).

Executive Summary:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County of Sonoma (“County”) met and conferred with SCLEA for a proposed extension of the MOU. (Attachment A). On September 25, 2018, the Sonoma County Board of Supervisors (“Board”) adopted the proposed extension of the MOU. On September 25, 2018, the Board also received information regarding a tentative agreement for the modification of Article 19 – Medical Benefits for Future Retirees, pursuant to California Government Code section 7507 (Attachment B). All changes to Article 19 – Medical Benefits for Future Retirees, are effective from September 25, 2018, unless otherwise specified in the tentative agreement.

Discussion:

Medical Benefits for Future Retirees:

Effective September 25, 2018, Article 19 - Medical Benefits for Future Retirees, is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat \$500.00 per month into a Retiree Health Reimbursement Account on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire after September 25, 2018.

To offset the County’s cost change associated with the benefit change discussed above, SCLEA agrees to the County discontinuing the Medicare Part B reimbursement of \$96.40 per month from the County to bargaining unit members hired before January 1, 2009, and who retire after September 25, 2018.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov’t Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include “an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees’ retirement system” (Cal Gov’t Code §31515.5). On September 25, 2018, the Board received reports in open session to satisfy this requirement.

In addition, when considering changes in retirement benefits or other post-employment benefits, the Board “shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other post-employment benefits.” When there are changes in retirement benefits or other post-employment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits (Cal Gov’t Code §31516). On September 25, 2018, the Board received the actuarial analysis in open session to satisfy these requirements.

The tentative agreement for the modification of Article 19 – Medical Benefits for Future Retirees, proposes to change the Other Post-Employment Benefits (“OPEB”) provided to current employees who were hired prior to January 1, 2009, and who retire on or after September 25, 2018. The County engaged Segal Consulting to complete the valuation as required by law (Attachment C). The valuation provides an actuarial analysis of the impact to the County’s OPEB liability for retiree medical costs resulting from the proposed changes to Article 19 – Medical Benefits for Future Retirees. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary’s valuation estimates the impact of the proposed changes to Article 19 – Medical Benefits for Future Retirees, to the County’s Total OPEB liability for this bargaining group will result in a decrease of \$234,768 in liability, and the overall amount changes from \$28,784,143 to \$28,549,375.

The County Administrator has reviewed and acknowledged her understanding of this item’s effects on retirement benefits or OPEB (Attachment D).

Prior Board Actions:

- May 24, 2016, the Board adopted the 2015/2018 SCLEA MOU, Resolution #16-0212.
- September 25, 2018, the Board adopted the 2018/2019 SCLEA MOU, Resolution #18-0403.
- September 25, 2018, the Board reviewed proposed changes to Article 19 – Medical Benefits for Future Retirees, pursuant to California Government Code sections 7507, 31515.5, and 23026.

Strategic Plan Alignment Goal 3: Invest in the Future

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:

The proposed changes to Article 19 – Medical Benefits for Future Retirees, will result in an actuarially estimated decrease of \$234,768 to the County’s Total OPEB liability for the SCLEA bargaining group, and the overall amount changes from \$28,784,143 to \$28,549,375.

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
- Attachment A: Tentative Agreement for an extension to the Memorandum of Understanding between the County of Sonoma and SCLEA
- Attachment B: Tentative Agreement for the modification of Article 19 – Medical Benefits for Future Retirees.

- Attachment C: Segal Actuarial Valuation – GC 7507
- Attachment D: County Administrator’s Acknowledgement of Understanding of Current and Future Cost of the County’s Other Post-Employment Benefits – Benefit changes re: Article 19.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association

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

None



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,
Providing Additional Provisions to the Previously Approved Memorandum of Understanding
Extension Between the County of Sonoma and the Sonoma County Law Enforcement
Association for the Period of May 8, 2018, through May 7, 2019.**

Whereas, the Sonoma County Law Enforcement Association (“SCLEA”) is a recognized employee organization representing bargaining units 40, 41, 30, and 70; and

Whereas, the County of Sonoma (“County”) met and conferred with representatives of SCLEA to negotiate changes to Article 19 - Medical Benefits for Future Retirees, of the Memorandum of Understanding (“MOU”); and

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

Whereas, the County has satisfied its obligation under California Government Code section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended MOU extension; and

Whereas, the Board has met all legal requirements under California Government Code Sections 23026, 31515.5, 7507, 31516; and

Whereas, the proposed changes to the SCLEA MOU will result in an actuarially estimated decrease to the county’s Total Other Post-Employment Benefits liability; and

Whereas, written confirmation of the Board’s compliance with California Government Code Section 7507 from the Segal Company is included in Attachment C, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment B) modifying Article 19 - Medical Benefits for Future Retirees, of the MOU between the County and the SCLEA, which is attached and incorporated by

Resolution #

Date:

Page 2

reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from October 9, 2018 through May 7, 2019, except as specified otherwise in the MOU.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION
(SCLEA)

20152018-20182019

LAW ENFORCEMENT NON-SUPERVISORY, UNIT 40
LAW ENFORCEMENT SUPERVISORY, UNIT 41
CORRECTIONS AND PROBATION - NON-SUPERVISORY, UNIT 30
CORRECTIONS AND PROBATION – SUPERVISORY, UNIT 70

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE SONOMA COUNTY LAW ENFORCEMENT ASSOCIATION
(SCLEA)
20152018-20182019

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County," and the Sonoma County Law Enforcement Association, hereinafter referred to as the "Association," contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this Memorandum effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall apply only to those classifications listed within each bargaining unit under Recognition Article 2.

ARTICLE 1: TERM

1.1 Effective Dates

The term shall be ~~29-12~~ months, ~~December 2~~May 8, 2015-2018 through May 7, ~~20182019~~. The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon adoption by the Board of Supervisors, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on May 7, ~~20182019~~.

1.2 Notice For Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party, its written request to commence negotiations. The request shall be served at least six (6) months before the expiration of this Memorandum specified in Section 1.2 – i.e., no later than November 1, ~~20172018~~.

ARTICLE 7: SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

Salary scales shall be as specified in Appendix A for each classification contained within each of the units represented by the Association.

~~Effective with the first full pay period following adoption, the County shall increase by three percent (3%) the A Step of each scale in the Salary Table specified in Appendix A. This revised Salary Table is attached to this Agreement as Appendix A-1.~~

~~Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3%) the A Step of each scale in the Salary Table specified in Appendix A-1. This revised Salary Table is attached to this Agreement as Appendix A-2.~~

7.1.1 Pension Pick Up

Effective the first full pay period on or after adoption of this MOU by the Board of Supervisors (June 25, 2013), The County will cease providing the one percent (1%) pick up of the employee's share towards Retirement.

7.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period, (or approximately a maximum of \$600 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.1.3 One-Time, Lump Sum, Non-Recurring, ~~Non-Pensionable~~ Payment

Effective the first full pay period after Board approval beginning October 23, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular, full time employee in paid status as of November 5, 2018, shall receive a one-time, lump sum, non-recurring, pensionable payment in the amount of five hundred sixty seven dollar two thousand three hundred and one dollars (\$567,230.1) will to be paid to employees in active status as of the last day of the pay period and prorated based on FTE on November 14, 2018.

The above amount shall be prorated for eligible part-time employees ~~in accordance with Section 18.2.6 of this MOU~~ based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments will be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computations of overtime, ~~pension, or~~ benefits, or for any other purpose.

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary step for the class.

7.3 Advanced Step Upon Employment

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary scale or in a lower salary scale within five years after resignation may, upon approval by the County, be paid at any step in the appropriate salary scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help To Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the scale may be authorized upon recommendation of the department head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years in the same class from which separated or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to, but not less than, five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 7.21.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the scale.

7.9 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the scale for the new class which is the next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Section 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer. A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class as defined in the Civil Service Rules for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

7.14 Salary Upon Reallocation Of Class

An employee in a position in a class which is reallocated from one salary scale to another shall continue to receive the same salary step.

7.15 Salary Upon Reclassification Of Position – Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification Of Position – Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided in Section 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification Of Position – Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by Section 7.11, if the incumbent is

appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary scale for the employee's class.

7.18 Merit Advancement Within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within A Scale

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status within the same class, exclusive of overtime, equals 1,040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2,080 hours paid status, exclusive of overtime.

7.21 Effective Date Of Merit Increase

Merit increases shall become effective the start of the work day during which the employee becomes eligible for the merit increase.

7.22 Salary Upon Temporary Assignment To A Higher Class

An employee assigned by the appointing authority to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who meets the minimum qualifications for the higher classification, and who completes a training period in the higher classification of one hundred and twenty (120) hours aggregate, shall be placed at the step in the new class that is most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the

new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive any authorized increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class. The employee will have the right to refuse higher classification assignments.

When the temporary assignment ends, merit hours completed during the temporary assignment to the higher class will be applied to the primary assignment for purposes of determining step placement and eligibility for subsequent merit increases.

7.23 Subsequent Reassignment

An employee subsequently reassigned after the completion of the one hundred and twenty (120) hour training period in Section 7.22 will immediately receive the salary provided in Section 7.22 above.

7.24 Salary Upon Disciplinary Reduction In Pay

No disciplinary reduction in salary step(s) shall exceed five percent (5%) over a time period of one thousand and forty hours (1,040) and shall not result in a step placement less than the minimum for the class. A reduction in compensation shall apply only to regular hours worked and hours treated as hours worked, which currently includes paid administrative leave, jury duty leave, military leave and compassionate leave. The rate reduction excludes premiums, overtime, vacation and compensatory time accruals and usage, and vacation, sick and compensatory time pay off. Employees may appeal to the Civil Service Commission from an order reduction in compensation pursuant to the Rules of the Civil Service Commission.

7.25 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 40, 41, 30, and 70 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall be included as comparable agencies.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determine, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

ARTICLE 8: SPECIAL COMPENSATION BENEFITS

8.1 Special Compensation Premium Pays

Premium pays provided herein will not be added to an employee's base hourly rate for computing overtime or any other differential, premium pay, or any other specialty pay unless specifically provided for herein or as required by law.

8.2 Specialist Premiums

The County will provide specialist premium compensation to employees whom the Department Head assigns to a specialized unit of duty from among those assignments listed below. The specialist premium compensation shall be in lieu of any other payment for hazard pay and for any other payment for any and all hours of overtime worked while attending or participating in mandatory training in such specialty, except as otherwise required by law. Employees assigned to a specialist assignment will receive the specific premium identified for that assignment as an addition to the employee's base hourly rate, according to the levels listed below and shall only be paid for hours worked except where specified. An employee in a unit who is assigned to more than one specialty assignment shall receive the combination of the different premium pays up to and including a total of ten percent (10.0%) above the base hourly rate. Specialist premium pay shall be compensated according to the assignments shown below:

<u>ASSIGNMENTS</u>	<u>AMOUNT</u>
CLASSIFICATION/DETENTION ALTERNATIVES	
OFFICER, DEPUTY or SERGEANT	5.0%
CRISIS NEGOTIATION OFFICER/SERGEANT	5.0%
SERT	5.0%
DISPATCH TRAINING OFFICER	5.0%
FACILITIES TRAINING OFFICER (FTO)	5.0%
FTO PROGRAM SERGEANT	5.0%
GRIEVANCE/DISCIPLINE OFFICER	5.0%
INMATE PROG. SERVICES OFFICER/SERGEANT	5.0%
PROBATION TRAINING COORDINATOR	5.0%
FIREARM INSTRUCTOR (All Departments)	5.0%
FIELD TRAINING OFFICER (All Departments)	5.0%
DEFENSIVE TACTICS INSTRUCTOR (All Depts)	5.0%

PERSONNEL/BACKGROUND INVESTIGATOR (All

Departments) 5.0%

I. A. INVESTIGATOR 5.0%

DETENTION K-9 DEPUTY 2.5%

Effective with adoption of this revised Section, Gang Task Force specialty pay will no longer be provided. Members receiving the premium at the time the revised Section is adopted will continue to receive the premium until the assignment ends, or through January 6, 2014, whichever comes first.

8.3 Specialty Assignment Trial Period

An employee assigned to a specialty assignment covered by Article 8.2 shall serve an initial six (6) consecutive months trial period in the specialty assignment effective from the date the employee was put in the assignment during which he or she may be removed from the assignment in the department heads sole discretion. Reassignment of an employee from a specialty assignment prior to the end of the sixth month of such assignment does not require a statement of cause or showing of cause under the rules of the Civil Service Commission.

8.4 Specialty Assignment Guarantee Period

Once an employee in a specialty assignment has served the six (6) month trial period, the employee shall be entitled to a guarantee period which shall last for an additional thirty (30) months. The department head may remove the employee involuntarily from the specialty assignment during the guarantee period for cause as state in rule 10 of the Civil Service Rules, or for reasons under Rule 11 of those rules relating to position allocation reductions. In the event an employee voluntarily transfers from a specialty assignment, any entitlement to a guarantee period is forfeited.

When the department requires temporary assignments, due to situational conditions, to specialty classifications the employee temporarily assigned shall not be covered by the guarantee provisions of this article. During such temporary assignments the employee will be compensated at the premium rate listed in Article 8.2.

Temporary Facilities Training officer assignment will be for a minimum of three (3) months, such assignment may be extended at the discretion of the Sheriff's Department. Any subsequent reassignment to Temporary Facilities Training officer will result in a new three (3) month guarantee.

8.5 Specialty Assignment Continuation

The department head may retain an employee in a specialty assignment beyond the guarantee period and may reassign the employee from the specialty assignment after the guarantee period in his/her sole discretion. Reassignment of an employee beyond the guarantee period does not require a statement of cause or showing of cause under the rules of the Civil Service commission.

8.6 POST Premiums

Each employee in an eligible job classification who has been awarded a valid intermediate or advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST Premium compensation upon presentation of said certificate to the County. Each eligible employee who has been awarded a valid intermediate certificate shall receive two and one half percent (2.5%) of employee's base hourly rate for all compensation purposes, including overtime, and retirement. Each eligible employee who has been awarded a valid advanced certificate shall receive five percent (5%) of employee's base hourly rate for all compensation purposes, including overtime and retirement.

The payments set forth in this Section 8.6 shall become effective at the beginning of the first full pay period following date of eligibility or application for the specified POST premium, whichever date is later. No employee shall receive POST Premium compensation for a valid intermediate or advanced certificate issued by POST if such a certificate is required by the minimum qualifications of the employee's class or position.

Job classifications eligible to receive the POST premium are: District Attorney Investigator I/II, Sr. District Attorney Investigator, Welfare Fraud Investigator I/II, and Sr. Welfare Fraud Investigator.

8.7 Park Ranger I/II – Premium Assignment And Housing

8.7.1 Park Ranger I/II – Assignment And Transfer

The Regional Parks Department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at least seven (7) days notification. At least thirty (30) days notification shall be given of any transfer directed by the department that exceeds twenty-five (25) miles or requires the employee to relocate his/her permanent residence. Employees transferred at the direction of the department over twenty-five (25) miles, or who are required to relocate their permanent residence shall also be entitled to up to three (3) days of paid moving leave, and reimbursement for moving expenses of up to \$300 for rental of truck or trailers upon submitting receipts for approval to the Director of Regional Parks.

8.7.2 Park Ranger I/II – Housing

Any employee in the class of Park Ranger I/II may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, and 3) Aquatic Specialist.

8.7.3 Park Ranger I/II – Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger residing on County property, it shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Section (8.7.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed fifteen percent (15%) of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her. Maintenance fees may be increased by the County with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

8.7.4 Park Ranger I/II – Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in Computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses, will be counted toward hours worked for the purpose of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

8.7.5 North Coast Assignment Premium

Any employee in the class of Park Ranger I or Park Ranger II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a ten percent (10%) premium for all hours actually worked.

12.4.4 Canine Handler Compensation

The County and SCLEA estimate that the time canine handlers spend in all aspects of the care, feeding, and exercise, transport to/from work, and maintenance of their canines on a bi-weekly bases to be seven hours. The parties further agree that any time spent in excess of such time is not reasonable necessary and is unauthorized. The parties stipulate that the pay rate for the performance of such work shall be \$11.12 per hour. Accordingly, the full compensation due to a member for the performance of their canine responsibilities, is \$116.77 bi-weekly (seven hours paid at over time rate, monthly equivalent \$253.00).

8.8 Title IV E – Part time – Masters Of Social Work (MSW) In Public Child Welfare – Internship

For the term of this agreement only, the County will establish a pilot program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to sixteen (16) hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Service Department.

The County and Association agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IVE program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Section 8.10 is not grievable or arbitrable under Article 30 of this MOU.

8.9 Title IVE – Full Time Masters Of Social Work (MSW) In Public Child Welfare – Education Leave

8.9.1 Education Leave (MSW) – Health Benefit Continuation

Notwithstanding the provisions of Section 18.6, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a Masters of Social Work in Public Child Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 18.2.3 (County Contribution toward Active Employee Medical Benefits). The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector to continue his/her portion of the premium during the leave.

8.9.2 Education Leave (MSW) – Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one (1) year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of

the County's contribution for the continuance of the health insurance benefit during the approved period. The County Department of Human Services may waive the pay back requirement under this Section.

8.9.3 Education Leave (MSW) – Non-Grievability

Section 8.11 is not grievable or arbitrable under Article 30 of this MOU.

8.10 Helicopter Training Premium

Any County Helicopter Pilot FAA certified as a trainer shall receive a five percent (5%) premium to his/her base salary for all actual hours worked spent training other County Helicopter Pilots during their first year of employment. The premium will not be paid for hours not spent training other County Helicopter Pilots.

ARTICLE 14 – HOURS AND OVERTIME

14.1 Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under Section 14.2, Types of Employment, indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

14.2 Types Of Employment

Full Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.

Part Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period.

Extra Help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

14.3 Work Schedules

The County reserves the right to establish and modify work schedules consistent with this Memorandum.

14.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

14.5 Posting Of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

14.6 Work Schedule Change

The County reserves the right to establish and modify individual work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over eighty (80) hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

14.7 Statutory Overtime For The Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the *non-sworn, non-exempt employee* it is defined as all hours worked in excess of forty (40) hours in a regular 7-day work period. Statutory overtime for the *sworn, non-exempt employee* is defined as all hours worked in excess of eighty-six (86) hours in a 14-day work period (which currently coincides with the pay period).

14.8 Non-Statutory Overtime

Non-statutory overtime for the *non-sworn, non-exempt employee* is defined as hours in paid status, except sick leave, in excess of forty (40) hours in a 7-day work period. For the *sworn, non-exempt employee* and for the *exempt employee*, non-statutory overtime is defined as hours in paid status, except sick leave, in excess of eighty (80) in a regular 14-day work period. Non-statutory overtime for all employees is also defined as hours in paid status, except sick leave, in excess of the normal full-time daily work shift established by the department head or any other circumstance except Section 14.6 where overtime pay is provided in this Memorandum.

Non-statutory overtime, as described above, will include sick leave hours for employees subject to mandatory overtime in excess of 20 hours per month, including block training, for two consecutive months prior to activation of this rule. For purposes of this section, "mandatory overtime" refers to a monthly administratively established number of hours for which employees are required to sign up.

In the event an Emergency schedule change results in mandatory overtime falling below 20 hours (including block training), inclusion of sick leave in the non-statutory overtime calculation will be subject to meet and confer.

14.9 Assignment Of Overtime

A department head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

14.10 Overtime Earned

Overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked.

14.11 Overtime Compensation

- a Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The department head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of ~~eighty one hundred and twenty (80120)~~ eighty one hundred and twenty (80120) hours of compensatory time have been accumulated. When ~~eighty one hundred and twenty (80120)~~ eighty one hundred and twenty (80120) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.
- b Notwithstanding the language in Section 14.11.a above, the department head may require overtime worked to relieve compensatory time off to be paid in cash.

14.12 Approval For Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's department head. The department head shall attempt to schedule such time off at the time agreeable to the employee.

14.13 Requests For Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

14.14 Compensatory Time Payment At Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

14.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with Section 14.11.

14.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

14.17 Non-Applicability Of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a fourteen-day (14) regular work period.

14.18 Shift Bidding – Detention

- a The County will maintain the existing shift bidding policy during the term of this agreement. Association grievances concerning the interpretation, application or alleged violation of Section 14.18.a. are subject to the grievance procedure under Article 30 of this MOU.
- b Any individual grievance concerning the interpretation, application or alleged violation of the shift bidding policy shall be subject only to the Departmental Grievance Procedure as set forth in this MOU; and any such individual grievance is hereby expressly excluded from the Grievance Procedure as set forth in Article 30 of this MOU.

ARTICLE 18 – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

18.1 Active Employee Health Plans

An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 18.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

Either the employee's spouse or domestic partner; or

- A child based on your plan's age limits or a disabled dependent child regardless of age.

18.2 Participation In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate in a County offered health plan will take place within the first 31 days following date of appointment to permanently allocated position of .49 FTE or greater or it shall be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRS Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following date of initial eligibility.

Health plan coverage will be paid on bi-monthly basis (24 payments per year).

18.2.1 County Offered Medical Plans

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with the bargaining units. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

18.2.2 County Contribution Toward Active Employee Medical Benefits

~~a. The County shall continue to contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full time regular employee and their eligible dependent(s). The County shall contribute to part time eligible employees on a pro-rated basis, in accordance with Section 18.2.6. This is the full and total contribution amount the County will contribute toward medical benefits for active regular and part-time employees and their dependent(s), through the pay period ending June 20, 2016.~~

~~b. Effective the pay period beginning June-September 2111, 2016-2018 for coverage beginning July-October 13, 2016-2018, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 18.11 to medical contributions.~~

Employee Only monthly	\$557-629 per month, \$278314.50 semi-monthly
Employee plus one semi-monthly	\$1,1131.257 per month, \$556.50628.50
Family monthly	\$1,5751.779 per month, \$787889.50 semi-monthly

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

~~The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6.~~

~~e. Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full time regular employee and their eligible dependent(s).~~

Employee Only	\$580 per month, \$290 semi-monthly
Employee plus one	\$1,158 per month, \$579 semi-monthly

Family _____ \$1,638 per month, \$819 semi-monthly

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

~~The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6.~~

18.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. ~~2016 plan year enhancement will be effective July 1, 2016.~~

The employee contribution shall be \$13.04 bi-monthly (\$26.08 per month). The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.6.

Effective the pay date of October 3, 2018, and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming October 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018.

18.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and computer vision care benefits to full-time active employees, with no employee contribution.

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 18.2.8. Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. ~~2016 plan year enhancement will be effective July 1, 2016.~~

18.2.5 Life Insurance

The County provides a basic term-life insurance plan for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. Effective May 24, 2016, the life insurance coverage amount will be an amount equal to one (1) times the employee's base salary. Enrollment in basic life insurance is automatic, based on eligibility. Part-time employees who are regularly scheduled to work less than sixty (60) hours per pay period may purchase coverage through payroll deduction.

Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 18.2. Effective the first pay period following a special enrollment (June 21, 2016), the employee may purchase supplemental coverage in increments of \$10,000, not to exceed the maximum of \$500,000 which includes the County paid basic term life insurance plan and supplemental coverage purchased by the employee, in accordance with the insurance carrier's policy. Members will be responsible for paying any increased cost for the benefits.

Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

Effective June 21, 2016 members enrolled in supplemental coverage who make no changes to their supplemental coverage during open enrollment will automatically have their supplemental coverage amount adjusted to the nearest, lower, multiple of \$10,000 below current coverage. Members will be responsible for paying any increased cost for the benefits.

18.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, excluding overtime.

18.3 Employee Assistance Program

The County provides an enhanced Employee Assistance Program (EAP) for law enforcement employees.

18.4 Long-Term Disability (LTD)

18.4.1 Full-Time Employee Coverage

The Association has elected to purchase Long-Term Disability benefits offered through PORAC as a part of Association membership. This coverage is available only to full-time employees. Coverage for full-time employees is mandatory, based upon provider's policy, and premiums will be paid by the employees through a payroll deduction on the first payroll of each month. An amount equivalent to the premium will be paid to the employee, up to \$24.50 per month.

Should the bargaining unit elect for higher coverage than is currently offered, the higher coverage level will be mandatory for all full time bargaining unit members, and the employees will be responsible for any increase in premiums above \$24.50 per month.

The insurance provider will be required to supply the County information on benefits paid to employees. Sick leave accruals may be used to supplement Long-Term Disability benefits according to the plan document.

The Association will provide to the Human Resources Department a monthly list of applicants and recipients, including a list of approvals and denials, and a copy of any changes to the LTD policy as the changes occur. In addition, any separately purchased plan by the Association, shall comply with the County's Transitional Duty Policy, including a requirement that benefits shall cease should an employee refuse a transitional duty assignment.

18.4.2 Claims Disputes Over LTD – Full-Time Employees

PORAC Plan: Employees shall utilize the appeal procedures in the PORAC plan for any dispute regarding claims under the plan described in Section 18.4.1.

18.4.3 Part-Time Employee Coverage

Because the Long-Term Disability benefit plan described in Section 18.4.1 is not available to part-time employees, the County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable County plan document for part-time employees (0.4 FTE minimum) who meet the Plan eligibility requirements. The Plan document can be found at:

<http://hr.sonoma-county.org/content.aspx?sid=1024&id=1509>.

Benefit eligibility begins after 60 calendar days of disability. The benefit waiting period is the longer of 60 days, or the period the employee elects to receive paid leave. Employees eligible to received LTD benefits pursuant to this Section 18.4.3 are not required to exhaust sick leave before receiving

LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

18.4.4 Long-Term Disability Claims Dispute – Part-Time Employees

The Provider claims dispute process for LTD benefits provided pursuant to Section 18.4.3 is described in the Summary Plan Description or Evidence of Coverage Document. The County Human Resources Risk Management Division will assist employees with claims dispute processing. Related to the County's outside LTD provider.

18.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

18.5.1 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular bi-weekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

18.6 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit

premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to not less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

18.6.1 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section (18.6.1) shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 18.6.1 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's paid status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) allocated full time equivalent in paid status eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

18.6.2 Continuation Of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 18.6 (Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay and 18.6.1 Medical/Pregnancy Disability Leave) must

notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and Long-Term Disability coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to paid status

18.6.2.1 Part-Time Employees – Health Benefits During Leave Of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 18.2.8. For pay periods with no paid status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in Long-Term Disability as specified in Section 18.4 (Long-Term Disability).

18.7 COBRA

The County provides continuation of health benefits at group rates plus two percent (2%) as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

18.8 Salary Enhancement Plans

IRS Section 414(h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

18.9 Plan Documents And Other Controlling Documents

While mention may be made herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line at the following location:

http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf

18.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

18.11 Effective June 21, 2016, ~~in conjunction with the increased~~ County ~~ceased~~ contributions toward ~~premiums for medical coverage,~~the Health Reimbursement

Arrangement (HRA) contributions under this Section 18.11 ~~will cease~~. Members will be able to access accumulated funds by submitting eligible expenses for reimbursement, but may not use HRA funds to offset premium costs for County medical coverage.

~~Between December 2, 2015 and June 20, 2016 in accordance with the 2013-2015 MOU, all eligible full and part time employees as defined in Article 3, Section 3.2, enrolled in a County sponsored medical plan received a contribution into a Health Reimbursement Arrangement (HRA) and could participate in the HRA plan based on County medical plan enrollment as described herein. Eligible employees who waived medical coverage were not enrolled in a County sponsored medical plan did not receive a contribution into the HRA.~~

~~County contributions pursuant to this~~ Remaining balances in the active HRA article will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009 pursuant to Article 19, Section 19.5.

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 20: HOLIDAYS

20.1 Holidays — Paid

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12 *
- (4) The 3rd Monday in February
- (5) Caesar Chavez Day, March 31*
- ~~(5)~~ The last Monday in May

- (67) Independence Day, July 4th*
- (78) Labor Day, the first Monday in September
- (89) Veteran's Day, November 11th*
- (910) Thanksgiving Day, as designated by the President
- (1011) The day following Thanksgiving Day
- (1112) Christmas Day, December 25*
- (12) (13) _____ Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

*Date Specific Holidays

20.2 Holidays – Day Observed

If a date-specific holiday listed in Section 20.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 20.1 falls on a Sunday, the following Monday shall be the County observed holiday. All other date-specific holidays listed in Section 20.1 shall be observed on the date specified in Section 20.1.

20.2.1 Elimination Of Former Section 20.3: Holidays – Floating

~~The parties agree that the elimination of Section 20.3 of this Article 20 will be implemented effective upon approval of the SCLEA MOU by the Board of Supervisors.~~

~~Hours accrued prior to the elimination of former section covering Holidays – Floating Holiday will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee and the county or paid per Article 14.13 – Requests for Compensatory Time Payments.~~

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

20.3 Holidays – Compensation For

A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall elect to receive eight (8) hours of compensatory time or eight (8) hours holiday paid at their base hourly rate. The election to receive eight (8) hours holiday paid will not increase paid status hours for the purposes of overtime in Article 14 Hours and Overtime.

All other full-time employees whose regular assigned work schedule includes the date specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

20.4 Holidays – Compensation For –Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one (1) day shall be at overtime.

20.5 Holidays – Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) *exceed* the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour in paid status (excluding the holiday benefit).

20.6 Holiday Pay Maximum

Holiday pay shall not exceed eight (8) hours for each holiday.

20.7 Holidays – Compensation – Employees On Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regular scheduled workdays before and after the holiday as required by Section 20.1.

ARTICLE 22: SICK LEAVE AND FAMILY LEAVE

22.1 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty-hour (80) pay period of service. In-service hours include all hours in paid status, excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a prorate basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out, converted to Extra Help sick leave, or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

22.2 Sick Leave Use

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

22.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 22.2.1, "family member" is defined as a:
 1. Child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
 2. Parent (defined as a biological, foster, or adoptive parent, step parent, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)
 3. Employee's spouse or registered domestic partner, as defined in Appendix E of the MOU;
 4. Grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner, as defined in Appendix E of the MOU.

Sick leave use for family members listed in this section 22.2.1(c) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period, and may be used in the same manner as other sick leave as described in this section 22.2.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

- a. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 22.3.1 Documentation Requirements.

22.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. Care of Family Member: When a child, stepchild, spouse or spouse's parent, or domestic partner, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent of the employee or spouse, or domestic partner Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a

parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l).

“Parent” for purposes of this section is defined as biological, foster, or adoptive parent, step parent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child.)

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness, employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 22.8 – Family Care and Medical Leave.

22.3 Sick Leave – Required Documentation

22.3.1 Annual Period:

The “annual period” is a calendar year. For new employees who begin mid-year, the annual period begins on the employee’s first day of work, restarts on January 1, and runs on a calendar year basis thereafter.

22.3.2 First Forty-Eight Hours:

The first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in each an annual period will be applied to and subject to the provisions of the California paid sick leave laws. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

22.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual period (consecutive or non-consecutive), as described above, a signed medical certification may be required. Reasonable medical certification of incapacity shall be required for sick leave use lasting more than forty-eight (48) consecutive work hours duration, and as required by law under CFRA eligible events.

22.3.4 Reasonable certification may be required, within a reasonable time after the

absence, when an unscheduled absence occurs to obtain relief if the employee is a victim of domestic violence, sexual assault, or stalking, in accordance with Section 12.2.1(d) of this Agreement. Such certification shall be treated as confidential. Certification may be provided directly to Human Resources and shall not be disclosed to any person except to the affected employee, or as provided by law.

22.3.5 FMLA/CFRA/PDL:

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

22.4 Sick Leave – Conversion At Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of all unused sick leave remaining to each employee's credit, at the time of retirement, to retirement service credit as provided by Government Code Section 31641.03, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

22.5 Sick Leave – Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay. Extra Help sick leave hours are not eligible this provision.

22.6 Sick Leave – Distribution At Disability Retirement Or Duty Related Death

The County shall pay each employee separated from County service by a disability retirement or duty-related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty-related death. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit. Extra Help sick leave hours are not eligible this provision.

22.7 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 22.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay. Extra Help sick leave hours are not eligible this provision.

22.8 Family Care & Medical Leave

22.8.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

22.8.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

22.8.3 Family Care And Medical Leave Entitlement

Subject to the provisions of the this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more, of the following reasons:

- 22.8.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 22.8.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 22.8.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision .)
- 22.8.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 22.8.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been

notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

22.8.4 Family Care And Medical Leave To Care For A Covered Servicemember With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 22.3.1)

22.8.4.1 An eligible employee's entitlement under Section 22.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

22.8.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

22.8.5 Paid status And Benefits

22.8.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

22.8.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 18.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.8 or Section 18.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes

to continue benefit coverage, then Section 18.6.2 (Continuation of Health Benefits Coverage) applies.

22.8.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 22.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

22.8.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

22.8.8 Notice To The County

22.8.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

22.8.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

22.8.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

22.8.9 Medical Certification

22.8.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

22.8.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

22.8.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.8.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

22.8.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

22.8.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

22.8.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

22.8.13 FMLA/CFRA Procedures, Definitions, And Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

22.8.14 Leaves Of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When a family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member*.	Yes. You may keep 40 hrs.	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	
Approved undisclosed reason or extended vacation	No	No	No	

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

This Section 22.8.14 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22.8.14) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

22.9 Paid Parental Leave

22.8.1522.9.1 Eligibility

Effective 10/1/18, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the

start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

22.9.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a rolling 12 month calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduce schedule.

An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

22.9.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons

other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

22.9.4 —Implementation

For qualifying events occurring after 10/1/2017, PPL may be applied to any remaining CFRA eligible bonding hours still available to the employee after the program effective date.

ARTICLE 34 – FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

34.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein.

All other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

34.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

34.3 Meet And Confer During Term Of Memorandum

- a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with State law, the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.
- b. The County and Association agree to meet and confer in accordance with State law, the ERP, and the provisions provided in (c) below if the County's proposal(s) include matters within the scope of representation in one (1) or more of the following matter:
 1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees in the Sheriff's Detention Division from a 4/10 to a 5/8 schedule.

2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved.
 3. The use and assignment of County vehicles and/or personal vehicles of employees for work-related purposes.
- c. The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in Subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide all relevant information it has pertaining to the proposal as required by the MMBA.

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 34.3 shall be thirty-five (35) business days from when the Association was properly notified of the proposal by the County. If an agreement is not reached by the thirty-fifth (35th) business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two (2) business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after the completion of the post-impasse process required by law and this Section 34.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, , the matter may be submitted to "fact finding" In accordance with the provisions and timelines of the MMBA. Section 34.3.b(2) is not subject to the grievance procedure of this agreement (Article 30) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed. Any ruling by an arbitrator under this Section 34.3.b(2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

34.4 Written Modifications Required

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

34.5 No Limitation On Authority Of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted there under.

34.6 Non-Precedence

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

34.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Agreement are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

34.8 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 49 (Board of Supervisors), 50 (Administrative Management), and 52 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by SCLEA, the County agrees to open the MOU and meet and confer with SCLEA on the subject of compensation.

FOR COUNTY OF SONOMA

TEAM MEMBERS:

Richard Bolanos

Richard C. Bolanos

Richard Bolanos

9/20/18

FOR SONOMA COUNTY LAW

ENFORCEMENT ASSOCIATION

Dennis Wallach *9/20/18*

Dennis Wallach

**Tentative Agreement between
SCLEA and the County of Sonoma
9/20/2018**

ARTICLE 19 – MEDICAL BENEFITS FOR FUTURE RETIREES

19.1 Retiree Medical Coverage

~~Effective June 1, 2009, an e~~Eligible retirees and eligible dependent(s) (as defined below) may ~~be, but are not require to~~ enroll ~~ed~~ in a County offered medical plan as described in Section 19.24. Retirees who enroll in a County offered medical plan are ~~but is~~ allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one (1) County-offered plan). All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age; ~~or-~~
- Upon the death of an eligible retiree, an eligible surviving dependent who was either enrolled in, or waived coverage at the time of the retiree's death.

19.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

a. Eligibility:

In order to be eligible for this benefit, the retiree must have:

1. Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service, and

~~4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.~~

~~5.4. Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans — Employees Hired On or After January 1, 2009 — Effective January 1, 2009).~~

b. County Contribution:

~~The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented Administrative Management employees (bargaining unit 50) in the Salary Resolution, but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.~~

Effective upon adoption of the MOU extension by the Board of Supervisors, for future retirees who meet the eligibility criteria in Art. 19.2(a) above, the County will contribute a flat \$500 per month into the Retiree Health Reimbursement Account, commencing upon the first month of the employee's retirement date.

~~c. — Additional Dependents:~~

~~Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.~~

19.3 County Contribution Toward Retiree Medical Plans — Employees Hired On Or After January 1, 2009 — Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all

costs (including County offered retiree medical plan and Medicare Part B premiums).

a. Eligibility:

1. An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
2. Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent (FTE) or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
3. If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
4. Laid Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 19.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

b. County Contribution:

1. Initial County Contribution:

- A) On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- B) The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent (FTE) allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2. Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full-time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3. Access To Account Balance:

- A) Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age fifty (50) or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- B) Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- C) Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other eligible dependents, ~~covered under the retiree medical plan subject to the limitations and maximums as stipulated by law~~, however, federal regulations at this time do not permit the inclusion of expenses for domestic partners.

4. Survivors of eligible retirees with account balances:

- A) Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- B) Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

5. Forfeiture of account balance:

- A) If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
- B) Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred and twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

Hired Before January 1, 2009

Upon the death of a retiree ~~enrolled in a County offered retiree medical plan~~, the County will continue to pay the County's Retiree HRA contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An One eligible surviving dependent ~~will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:~~

(1) ~~Have~~ has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution ~~toward a County offered retiree medical plan~~ under Section 19.4 2(b) prior to the death of the retiree, ~~and~~

(2) ~~Either be enrolled or have waived coverage at the time of the retiree's death.~~

~~Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of County's contribution.~~

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

19.5 ~~Surviving Dependent~~ ~~County Contribution For Employees Hired On Or After January 1, 2009~~

~~Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 19.5), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).~~

~~To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.~~

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

19.5. ~~County HRA Contribution – Full Obligation~~

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 19.2 constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Article 19.3 constitutes the County's entire obligation toward medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

FOR COUNTY OF SONOMA

TEAM MEMBERS:

Richard C. Bolanos

Richard C. Bolanos

Richard Bolanos

9/20/18

FOR SONOMA COUNTY LAW

ENFORCEMENT ASSOCIATION

Dennis Wallach 9/20/18

Dennis Wallach



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MEMORANDUM

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: September 19, 2018

Re: **Retiree Health (OPEB) Plan**
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan designs for the active members from the SCLEA group bargaining units. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507. Note that the employees in the SCLEA bargaining unit #0041 group are hired after January 1, 2009 and are not impacted by the alternative plan design.

CURRENT PLAN

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of \$500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of \$96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of \$500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

The Total OPEB Liability for the SCLEA group slightly decreased by \$234,768, from \$28,784,143 to \$28,549,375.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the SCLEA group bargaining units. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the SCLEA group. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Harold Cooper, FSA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss this further.

TJH/bbf
Attachment

cc: Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1**Comparison of Current and Alternative Plan Designs****SUMMARY OF VALUATION RESULTS FOR ACTIVE MEMBERS AS OF JUNE 30, 2016
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75 AND A MEASUREMENT DATE OF JUNE 30, 2017****SCLEA 0030**

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$8,540,162	\$8,540,162	\$0
Medicare Part B Liability	1,242,656	0	(1,242,656)
Cash Subsidy Liability	<u>12,611,583</u>	<u>13,683,880</u>	<u>1,072,297</u>
Total OPEB Liability	\$22,394,401	\$22,224,042	(\$170,359)

SCLEA 0040

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$548,075	\$548,075	\$0
Medicare Part B Liability	164,263	0	(164,263)
Cash Subsidy Liability	<u>1,202,786</u>	<u>1,342,953</u>	<u>140,167</u>
Total OPEB Liability	\$1,915,124	\$1,891,028	(\$24,096)

SCLEA 0070

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$1,789,364	\$1,789,364	\$0
Medicare Part B Liability	223,491	0	(223,491)
Cash Subsidy Liability	<u>2,461,763</u>	<u>2,644,941</u>	<u>183,178</u>
Total OPEB Liability	4,474,618	\$4,434,305	(\$40,313)

⁽¹⁾ All future retirees on or after 7/1/2016 and hired before 2009: Up to \$500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of \$96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

⁽²⁾ All future retirees on or after 7/1/2016 and hired before 2009: \$500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of \$96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

EXHIBIT 1**Comparison of Current and Alternative Plan Designs (Continued)**

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2**Actuarial Assumptions Current Plan**

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using experience from January 1, 2012 through December 31, 2014.

The information and analysis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:

Mortality Rates:

Age	Rate (%)			
	General		Safety	
	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Disability Rates:

Age	Rate (%)	
	General⁽¹⁾	Safety⁽²⁾
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

⁽¹⁾ 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

⁽²⁾ 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Withdrawal Rates:

Years of Service	Rate (%)	
	Withdrawal (< 5 Years of Service)	
	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

Age	Rate (%)	
	Withdrawal (5+ Years of Service)	
	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Vested Termination Rates:**

Rate (%)		
Vested Termination (<5 Years of Service)		
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

Rate (%)		
Vested Termination (5+ Years of Service)		
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retirement Rates:

Age	Rate (%)					
	General			Safety		
	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58% (Based on the Bond Buyer 20-Bond GO Index as of 6/29/17)
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Annual Rate of Compensation Increase (%)

Salary Scale:

Inflation: 3.00% per year; plus “Across the Board” salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:*HMOs*

Administrative expenses were included in the premiums, not valued separately.

County Plan

An annual ASO fee for Fiscal Year 2016-2017 of \$322 per retired life was valued.

Other

We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status:

At the time of retirement, 50% of male employees and 30% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference:

Husbands are assumed to be 3 years older than their wives.

Participation:

Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Health Care Cost
Subsidy Trend Rates:**

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was \$1,000, the assumed cost for 2017-2018 would be \$1,075 [(\$1,000 x (1+7.50%))].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of \$96.40.

**Varies based on actual renewal.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Plan Design:

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Per Capita Cost Development:*Blue Cross (Medical and Drugs)*

Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows:

- paid claims were multiplied by a factor to yield an estimate of incurred claims,
- total claims were divided by the number of adult members to yield a per capita claim,
- the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and
- the per capita claim was adjusted for the effect of any plan changes.

Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.

HMO Plan (Medical and Drugs)

Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.

Other

The monthly subsidy for Medicare Part B premiums for the year 2016-17 was \$96.40, resulting in an annualized premium of \$1,157.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Per Capita Costs (continued)

Age	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$9,068	\$10,329	\$6,334	\$8,294	\$8,516	\$9,700	\$5,949	\$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

Age	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$7,196	\$8,196	\$5,026	\$6,581	\$9,265	\$10,554	\$6,472	\$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$8,635	\$9,835	\$6,031	\$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	\$2,614	\$2,222	\$2,614	\$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

Age	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Male	Female	Male	Female	Male	Female	Male	Female	
50	\$10,064	\$11,464	\$7,030	\$9,205	\$3,047	\$3,470	\$2,128	\$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)****Retiree Health Insurance Premiums
Used in the June 30, 2016 Valuation**

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

Carrier	Under Age 65			
	Election Percent			
	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	\$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	\$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	Assumed	2016-2017	2017-2018
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	\$325.59	\$322.33
UHC AARP*	20%	\$217.84	N/A
<i>* Average based on premiums for various areas, as reported for current retirees.</i>			

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Dental Subsidy

Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.

Medicare Part B Subsidy

We have assumed that the County of Sonoma will reimburse the basic monthly premium of \$96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium.

In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3**Summary of Current Plan**

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire directly from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy of up to \$500 per month.
- For Employees hired after December 31, 2008 will not be eligible for the \$500 per month subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.
- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County
 - Subsidized (up to \$500 per month contribution) medical coverage from June 1, 2016 through May 31, 2026
 - Subsidized (up to \$200 per month contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, certain identified disability retirees were subject to the same service requirements as regular retirees.¹

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage.²

¹ *Certain identified disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage with a reduced subsidy, even if they did not meet the 10-year requirement.*

² *Pursuant to California Labor Code §4856.*

EXHIBIT 3**Summary of Current Plan (Continued)**

Benefit Types:

Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, any of three Sutter Health plans, or any of three Western Health Advantage plans, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of \$96.40 per month, but not to dependents.

In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.

Duration of Coverage:

Except as noted above, lifetime, subject to continuing support by the Board of Supervisors

Dependent Benefits:

Same as retirees

Dependent Coverage:

Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on the prior page.

County Contributions**Toward Benefit:**

Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month.

Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.

**Medicare Integration
for the PPO Plan:**

Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4**Summary of Participant Data**

	June 30, 2016		
	SCLEA 0030	SCLEA 0040	SCLEA 0070
Active Participants*			
Number	246	24	48
Average age	44.6	49.6	43.7
Average years of service	14.2	10.0	15.6
Average expected retirement age	54.8	58.7	54.3

** Actives hired prior to January 1, 2009*

OFFICE OF THE COUNTY ADMINISTRATOR



COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A
SANTA ROSA, CALIFORNIA 95403-2888
TELEPHONE (707) 565-2431
FAX (707) 565-3778

SHERYL BRATTON
COUNTY ADMINISTRATOR

CHRISTINA RIVERA
ASSISTANT COUNTY ADMINISTRATOR

NIKI BERROCAL
DEPUTY COUNTY ADMINISTRATOR

MICHAEL GOSSMAN
DEPUTY COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Sheryl Bratton, County Administrator

DATE: 10/9/2018

SUBJECT: Acknowledgment of Understanding of Current and Future Cost of the County's Other Post-Employment Benefits – Benefit changes re: Article 19.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Association

This memo is to let you know that I, as your Chief Executive Officer of the County of Sonoma, for the purposes of California Government Code Section 7507, have read and understand the Segal Consulting reports dated September 19, 2018, with respect to the current and future costs of the County's Other Post Employment Benefits as determined by the Segal Company for the Sonoma County Law Enforcement Association as to the approval of the benefit changes to the Memorandum of Understanding (MOU) for the period May 8, 2018 through May 7, 2019.

Sincerely,

Sheryl Bratton
County Administrator



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

Title: Approval of Article 16 – Medical Benefits for Future Retirees – in the 2018/2019 Memorandum of Understanding between the County of Sonoma and the Sonoma County Public Defender Investigator’s Association.

Recommended Actions:

Adopt a Resolution approving Article 16 – Medical Benefits for Future Retirees – that was negotiated as part of the 2018/2019 Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Public Defender Investigator’s Association (“SCPDIA”).

Executive Summary:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County of Sonoma (“County”) met and conferred with SCPDIA for a proposed extension of the MOU (Attachment A). On September 25, 2018, the Sonoma County Board of Supervisors (“Board”) adopted the proposed extension of the MOU. On September 25, 2018, the Board also received information regarding a tentative agreement for the modification of Article 16 – Medical Benefits for Future Retirees, pursuant to California Government Code section 7507 (Attachment B). All changes to Article 16 – Medical Benefits for Future Retirees, are effective from September 25, 2018, unless otherwise specified in the tentative agreement.

Discussion:

Medical Benefits for Future Retirees:

Effective September 25, 2018, Article 16 - Medical Benefits for Future Retirees, is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat \$500.00 per month into a Retiree Health Reimbursement Account on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire after September 25, 2018.

To offset the County's cost change associated with the benefit change discussed above, SCPDIA agrees to the County discontinuing the Medicare Part B reimbursement of \$96.40 per month from the County to bargaining unit members hired before January 1, 2009, and who retire after September 25, 2018.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system" (Cal Gov't Code §31515.5). On September 25, 2018, the Board received reports in open session to satisfy this requirement.

In addition, when considering changes in retirement benefits or other post-employment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other post-employment benefits." When there are changes in retirement benefits or other post-employment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits (Cal Gov't Code §31516). On September 25, 2018, the Board received the actuarial analysis in open session to satisfy these requirements.

The tentative agreement for the modification of Article 16 – Medical Benefits for Future Retirees, proposes to change the Other Post-Employment Benefits ("OPEB") provided to current employees who were hired prior to January 1, 2009, and who retire on or after September 25, 2018. The County engaged Segal Consulting to complete the valuation as required by law (Attachment C). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from the proposed changes to Article 16 – Medical Benefits for Future Retirees. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary's valuation estimates the impact of the proposed changes to Article 16 – Medical Benefits for Future Retirees, to the County's Total OPEB liability for this bargaining group will result in a decrease of \$7,848 in liability, and the overall amount changes from \$423,343 to \$415,495.

The County Administrator has reviewed and acknowledged her understanding of this item's effects on retirement benefits or OPEB (Attachment D).

Prior Board Actions:

- May 24, 2016, the Board adopted the 2016/2018 SCPDIA MOU, Resolution #16-0215
- September 25, 2018, the Board adopted the 2018/2019 SCPDIA MOU, Resolution #18-0404
- September 25, 2018, the Board reviewed proposed changes to Article 16 – Medical Benefits for Future Retirees, pursuant to California Government Code sections 7507, 31515.5, and 23026

Strategic Plan Alignment Goal 3: Invest in the Future			
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>The proposed changes to Article 16 – Medical Benefits for Future Retirees, will result in an actuarially estimated decrease of \$7,848 to the County’s Total OPEB liability for the SCPDIA bargaining group, and the overall amount changes from \$423,343 to \$415,495.</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:			
<ul style="list-style-type: none"> • Resolution • Attachment A: Tentative Agreement for an extension to the Memorandum of Understanding between the County of Sonoma and SCPDIA • Attachment B: Tentative Agreement for the modification of Article 16 – Medical Benefits for Future Retirees. 			

- Attachment C: Segal Actuarial Valuation – GC 7507
- Attachment D: County Administrator’s Acknowledgement of Understanding of Current and Future Cost of the County’s Other Post-Employment Benefits – Benefit changes re: Article 16.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Public Defender Investigator’s Association

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



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,
Providing Additional Provisions to the Previously Approved Memorandum of Understanding
Extension Between the County of Sonoma and the Sonoma County Public Defender
Investigator's Association for the Period of June 18, 2018, through June 17, 2019.**

Whereas, the Sonoma County Public Defender Investigator's Association ("SCPDIA") is a recognized employee organization representing bargaining units 55 and 56; and

Whereas, the County of Sonoma ("County") met and conferred with representatives of SCPDIA to negotiate changes to Article 16 - Medical Benefits for Future Retirees, of the Memorandum of Understanding ("MOU"); and

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

Whereas, the County has satisfied its obligation under California Government Code section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended MOU extension; and

Whereas, the Board has met all legal requirements under California Government Code Sections 23026, 31515.5, 7507, 31516; and

Whereas, the proposed changes to the SCPDIA MOU will result in an actuarially estimated decrease to the county's Total Other Post-Employment Benefits liability; and

Whereas, written confirmation of the Board's compliance with California Government Code Section 7507 from the Segal Company is included in Attachment C, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment B) modifying Article 16 - Medical Benefits for Future Retirees, of the MOU between the County and the SCPDIA, which is attached and incorporated by

Resolution #

Date:

Page 2

reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from September 25, 2018 through June 17, 2019, except as specified otherwise in the MOU.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND

**THE SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION**

~~2016-2018~~ - ~~2018~~2019

UNIT 55 and 56

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION**

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, hereinafter referred to as "County", and the Sonoma County Public Defender Investigators' Association, hereinafter referred to as the "Association", contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Memorandum of Understanding effective with the Board of Supervisors approval.

The parties jointly agree to recommend to the County Board of Supervisors the adoption of this successor Memorandum of Understanding. This Memorandum shall apply only to those classifications listed under Article 2, Recognition.

ARTICLE 1 - TERM

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon approval by the Board of Supervisors on September 25, 2018, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on June 17, 20182019.

1.2 Notice for Successor Memorandum

In the event either party desires to negotiate a successor Memorandum of Understanding, that party shall serve on the other party, its written request to commence negotiations. The request shall be served at least six (6) months before the expiration of this Memorandum specified in Section 1.1 – i.e. no later than December 17, 20172018.

ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

7.1 Salaries

- a. Salary scales shall be specified in Appendix A for each classification contained within the unit represented by the Association.
- ~~b. Effective with the first full pay period that begins after Board adoption, the County shall increase by three percent (3.0%) the A-1 Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement.~~
- ~~c. Effective with the first pay period after March 1, 2017, the County shall increase by three percent (3.0%) the A-1 Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement.~~

~~d.~~ Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to maximum of 80 hours in a pay period (or approximately a maximum of \$600 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.

7.3 Advanced Step Upon Employment

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the Department Head with approval of the County.

7.4 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary scale or in a lower salary scale within two years after resignation may, upon approval by the County, be paid at any step in the appropriate salary scale, but not less than two steps below the step paid at the time of resignation. Approval of the County is only required if the person is rehired at a step which exceeds step paid at the time of resignation.

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the scale may be authorized upon recommendation of the Department Head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years in the same class from which separated or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable scale paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.

7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the scale.

7.9 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer. A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within four (4) percent above or below the employee's current job classification's salary scale.

7.14 Salary Upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary scale to another shall continue to receive the same salary step.

7.15 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided in Article 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by Article 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary scale for the employee's class.

7.18 Merit Advancement Within Salary Ranges

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head or Department Head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's

option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

The effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

7.22 Salary Upon Temporary Promotion

An employee assigned by the Department Head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an extended leave of absence, who meets the minimum qualifications for the higher classification, shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

7.23 Initial Salary Adjustments

The County and the Association agree that, following the Association's ratification of the new Memorandum, the Board of Supervisors will implement any changes in the Memorandum effective September 10, 2013, or as otherwise specified herein.

The County will adjust the payroll to reflect the negotiated salary scale changes effective with the pay period starting on the dates shown in Section 7.1 Salaries.

7.24 One-Time, Lump Sum, Non-Recurring, ~~Non~~-Pensionable Payments

Effective the first full-pay period after Board approval beginning October 23, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular, full time employee in paid status as of November 5, 2018, shall receive a one-time, lump sum non-recurring, ~~non~~-pensionable payment in the amount of one-two thousand three-eight hundred and thirty-seventy-eight dollars (\$13372,888) ~~will to be paid to employees in active status as of on the last day of the pay period and prorated based on FTE~~ November 14, 2018.

The above amounts shall be prorated for eligible part time employees ~~in accordance with Section 15.2.6 of the MOU~~ based on their allocated full-time equivalent (FTE) as of the last day of the pay period.

The one-time payments will be subject to all applicable federal, state and local tax withholdings. The payments will not be included in wages for computations of overtime, ~~pension, and~~ benefits, or for any other purpose.

7.25 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining units 55 and 56 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall be included as comparable agencies.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

ARTICLE 13 - HOURS AND OVERTIME

13.1 Application

This article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

13.2 Types of Employment

Full-Time

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period.

Part-Time

An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

Extra-help

A non-allocated assignment of duties which are defined in the Civil Service Rules.

13.3 Work Schedules

The County reserves the right to establish and modify individual work schedules consistent with this Memorandum.

13.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

13.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

13.6 Work Schedule Change

The County reserves the right to establish and modify work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected

employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days' notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

13.7 Statutory Overtime for the Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the non-sworn, non-exempt employee it is defined as all hours worked in excess of 40 hours in a regular 7 day work period. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14 day work period (which currently coincides with the pay period).

13.8 Non-Statutory Overtime

Non-statutory overtime for the non-sworn, non-exempt employee is defined as hours in paid status in excess of 40 hours in a 7 day work period. For the sworn, non-exempt employee and for the exempt employee, non-statutory overtime is defined as hours in paid status in excess of 80 in a regular 14 day work period. Non-statutory overtime for all employees is also defined as hours in paid status in excess of the normal full-time daily work shift established by the Department Head or any other circumstance except Article 13.6 where overtime pay is provided in this Memorandum.

13.9 Assignment of Overtime

A Department Head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

13.10 Overtime Earned

Statutory overtime shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked. Non-statutory overtime shall be earned at the rate of one (1) hour for each one (1) hour of overtime worked.

13.11 Overtime Compensation

Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of compensatory time have been accrued. The Department Head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (~~80~~120) hours of compensatory time have been accumulated. When eighty (~~80~~120) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

13.12 Approval for Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's Department Head. The Department Head shall attempt to schedule such time off at the time agreeable to the employee.

13.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

13.14 Compensatory Time Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation.

13.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 13.11.

13.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

13.17 Non-Applicability of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider all overtime as non-statutory and assign all employees to a 14-day regular work period.

ARTICLE 15 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

15.1 Active Employee Health Plans

An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 15.2.8 regarding plans offered and pro-ratation of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

15.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans
Election to participate in a County offered health plan will take place within the first 31 days following date of appointment to permanently allocated position of .40 FTE or greater or it shall be made during an annual open-enrollment period.

The effective date of benefits will be the first of the month following date of initial eligibility.

Effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).

15.2.1 County Offered Medical Plans

The County will offer at least three medical plans: County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) Plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent.

15.2.2 County Contribution Toward Medical for Active Employee Medical Benefits

~~Effective May 24, 2016 for coverage through June 30, 2016 the County shall contribute towards the cost of County offered medical plan for any eligible employee and their eligible dependent(s), in the following manner:~~

~~The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

Effective the pay period beginning ~~June-September 2111, 2016~~2018, for coverage beginning ~~July-October 13, 2016~~2018, the County shall contribute up to maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 15.11 to medical contributions.~~

Employee only	\$557,629 per month (\$278,314.50 semi-monthly)
Employee plus one	\$1,113,125 per month (\$556,628.50 semi-monthly)
Family	\$1,575,179 per month (\$787,889.50 semi-monthly)

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

~~Effective the pay period beginning May 23, 2017, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2017, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

Employee only	\$580 per month (\$290 semi-monthly)
Employee plus one	\$1,158 per month (\$579 semi-monthly)
Family	\$1,638 per month (\$819 semi-monthly)

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6 (Part-Time Employee Health Benefits).

15.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments, and deductibles are outlined in the Summary plan Description or Evidence of Coverage. The employee contribution(s) will be:

\$13.04 semi-monthly(\$26.09/month)

The semi-monthly deduction is effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6.

Effective the pay period of October 3, 2018, and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming October 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018.

15.2.4 Vision Benefits

The County provides vision benefits to full time active employees and their dependent(s) and computer vision care benefits to full-time active employees, with no employee contribution. Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.6. Benefit provisions, co-payments, and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

15.2.5 Life Insurance

The County provides a basic term-life insurance plan for an allocated full-time equivalent position of sixty (60) hours or more (.75 FTE or more) with no employee contribution. Effective May 24, 2016, the life insurance coverage amount will be an amount equal to one (1) times the employee's base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment period specified in Section 15.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans. Effective the first pay period following a special enrollment (June 21, 2016), the employee may purchase supplemental coverage in increments of \$10,000, not to exceed the maximum of \$500,000 which includes the County paid basic term life insurance plan and supplemental coverage purchased by the employee, in accordance with the insurance carrier's policy. Members will be responsible for paying any increased cost for the benefits. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

Effective June 21, 2016 members enrolled in supplemental coverage who make no changes to their supplemental coverage during open enrollment will automatically have their supplemental coverage amount adjusted to the nearest, lower, multiple of \$10,000 below current coverage. Members will be responsible for paying any increased cost for the benefits.

15.2.6 Part-Time Employee Health Benefits

Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans, and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime. Employees working less than 32 hours bi-weekly and receiving benefits, prior to the implementation of the Human Resources Management System (HRMS), will be grandfathered and remain eligible to receive pro-rated benefits.

- a. A part-time employee covered under this MOU, whose allocated position is .75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall

receive life insurance and long-term disability insurance in accordance with the employee's FTE.

- b. Except for part-time (.75 FTE+) employees referred to in this Section 15.2.6(b) part-time employees shall not be eligible to participate in the County's life insurance program.

15.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

Effective June 1, 2016, the Employee Assistance Program will be enhanced to six (6) face-to-face clinical consultations per incident per benefit period.

15.4 Long-Term Disability (LTD)

The County shall provide and pay the premium for a Long-term Disability (LTD) benefit, as described in the applicable plan document to all full and part-time employees (.0.4 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, social security, and social security disability benefits, as outlined in the Plan Document.

15.4.1 Claims Disputes over LTD

The claims dispute process is described in the Summary Plan Description or Evidence of Coverage. Human Resources Risk Management Division will assist employees with claims dispute processing.

15.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

15.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

15.6 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

15.6.1 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will

provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.6.1 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) allocated full-time equivalent in pay status, eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

15.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in 15.6 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) and 15.6.1 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC), no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the

premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to paid status.

15.6.2.1 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.8 (Part-Time Employees – Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

15.7 COBRA

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

15.8 Salary Enhancement Plans

IRS Section 414 (h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h) (2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion

The County shall continue under IRS Code Section 125 to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program (DCAP) subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be subject to Article 28 (Grievance Procedure) of the Memorandum.

15.9 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line at the following location:

[http://hr.sonoma-county.org/documents/open%20enrollment 2010-2011/20102011_employee_health_welfare_benefits.pdf](http://hr.sonoma-county.org/documents/open%20enrollment%202010-2011/20102011_employee_health_welfare_benefits.pdf)

15.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

The County and the Association agree to a reopener to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable Health Care Act (PPACA), commonly referred to as Health Care reform, or as required by similar subsequent statutes or regulations implemented during the term of this agreement.

15.11 Health Reimbursement Arrangement Contribution

Effective the pay period beginning on June 21, 2016, the County ~~shall ceased~~ contributions to the HRA account described in this section. ~~Effective the pay period~~

~~beginning June 21, 2016, the County will instead convert such HRA contributions into medical insurance premiums as described in 15.2.2.~~

~~Through June 20, 2016, all eligible full and part time employees as defined in Article 3, Section 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

~~The County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part time employees on a pro-rated basis in accordance with Section 15.2.6.~~

Effective 5/12/2015 – 6/20/16

Coverage Level	Per Pay Status Hour	Monthly Equivalent
EE+1	\$.97	\$169
EE+2	\$2.67	\$465

~~County contributions pursuant to this~~Remaining balances in the active HRA ~~article will will continue to~~ be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under the Internal Revenue Code Sections 105 and 106. Effective June 21, 2016 active employee post-tax medical premiums are not eligible for reimbursement.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009 pursuant to Article 16, Section 16.3. The parties agree that the health benefits in this Article 15 are available only to active employees. When this MOU ends on June 17, ~~2018~~2019, the parties agree that the health benefits in this Article 15 are subject to negotiations for a successor MOU.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended as required to reflect the above HRA contribution and benefit eligibility criteria for active employees.

The County of Sonoma has established an Active Health Reimbursement Arrangement

(HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and the County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 17 - HOLIDAYS

The County shall provide full-time and part-time employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

17.2 Scheduled Holidays

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day (The 3rd Monday in February)
- (5) Caesar Chavez Day, March 31*
- ~~(6)~~ Memorial Day (The last Monday in May)
- ~~(7)~~ Independence Day, July 4th*
- ~~(8)~~ Labor Day, (The first Monday in September)
- ~~(9)~~ Veteran's Day, November 11*
- ~~(10)~~ Thanksgiving Day, as designated by the President
- ~~(11)~~ The day following Thanksgiving Day
- ~~(12)~~ Christmas Day, December 25*
- ~~(13)~~ Each day formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

17.3 Day Observed

If a date specific holiday listed in Section 17.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 17.2 falls on a Sunday, the following Monday shall be the County observed holiday. All other date specific holidays shall be observed on the date specified in Articles 17.2.

17.3.1 Elimination of Former Section 17.3: Floating Holiday

~~The parties agree that the elimination of former section 17.3 of this article~~

~~17 will be implemented effective upon approval of the SCPDIA MOU by the Board of Supervisors.~~

~~Hours accrued prior to the elimination of former section covering Floating Holidays will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee and the County or paid per article 13.13 Requests for Compensatory Time Payments.~~

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

17.4 Compensation for Holidays

A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. All other full-time employees whose regular assigned work schedule includes either the date-specific holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

17.5 Compensation for Holidays - Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.

17.6 Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to 1/10 of an hour for each hour regularly scheduled to be worked based on

the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in paid status (excluding the holiday benefit).

17.7 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

17.8 Holidays – Compensation – Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Benefit for Employees in Allocated Positions

19.1.1 Accrual Rate

Each full-time employee in a regular, allocated position, shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) paid in-service hours. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees, in allocated positions, shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

19.1.2 Accrual – Restoration of Accrued Time:

When an employee separates from County employment, and returns to regular County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the time was not otherwise used, paid out, or converted to service credit. If the separation date is in the middle of the pay period, end of pay period date will apply.

19.1.3 Change in Employment Status – Extra Help to Allocated

Extra Help to Allocated Position: For an Extra Help employee who begins an allocated assignment within one year of separation of an Extra Help assignment, any accrued and unused Extra-Help sick leave hours on account will carry forward with the employee. If the

separation date is in the middle of the pay period, pay period end date will apply. Hours carried forward may be used, subject to the following restrictions:

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 19.4).

The employee's annual period will be changed to the date they start in the new position.

19.2 Sick Leave Use

Earned sick leave credits may, with the approval of the Department Head, be used by the employee, as outlined below:

19.2.1 Sick Leave Use – Non- FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: For diagnosis, care or treatment of an existing health condition of, or preventative care for the employee family member. For leave under this section 19.2.1, "family member" is defined as a:
 1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, regardless of age or dependency status);
 2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child);
 3. employee's spouse or registered domestic partner;
 4. grandparent, grandchild, or sibling of the employee or the

employee's spouse or registered domestic partner.

Sick leave use for family members listed 19.2.1c shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in six month period, and may be used in the same manner as other sick leave described in this section 19.2.1. Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 19.3 Sick Leave Documentation.

19.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave:

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick

leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one of more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. Care of Family Member: When a child, stepchild, spouse or spouse's parent or domestic partner being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse or parent of the employee or spouse or domestic partner.

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l).

Parent for purposes of this Section is defined as biological, foster, adoptive, step-parent, legal guardian or person who stood place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of parent to the employee when the employee was a child.

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by illness or injury under this paragraph (d), employees are allowed

to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 19.8 – Family Care and Medical Leave.

19.3 Sick Leave –Documentation

19.3.1 Annual Period – Allocated Employees:

“Annual period” is a twelve month period beginning with the employee’s first day of work in an allocated assignment and resets to January 1st thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

19.3.2 First Forty-Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

19.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of shall be required for sick leave use of more than 48 consecutive work hour’s duration.

19.3.4 FMLA/CFRA/PDL:

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

19.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

19.5 Sick Leave Conversion at Regular Retirement

Each employee who separates from County service on regular, non-disability retirement shall convert one hundred percent (100%) of unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

19.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

19.7 Sick Leave Distribution at Disability Retirement or Duty-Related Death

The County shall pay each employee separated from County service by a disability retirement or duty related death payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. This section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

19.8 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability Retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 19.4 (Sick Leave – Conversion at Regular Retirement), the

County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay.

19.9 Family Care and Medical Leave

19.9.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

19.9.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

19.9.3 Family Care And Medical Leave Entitlement

Subject to the provisions of the this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more, of the following reasons:

- 19.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 19.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 19.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law under this provision.)
- 19.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related

medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

- 19.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

19.9.4 Family Care And Medical Leave To Care For A Covered Service member With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 19.3.1).

- 19.9.4.1 An eligible employee's entitlement under Section 19.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

- 19.9.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

19.9.5 Pay Status And Benefits

- 19.9.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not

taken family care and medical leave. The employee will be required to continue to pay the employee's share of premium payments, if any.

19.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 15.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 19.9 or Section 15.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 15.6.2 (Continuation of Health Benefits Coverage) applies.

19.9.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 19.8.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

19.9.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

19.9.8 Notice To The County

19.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

19.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

19.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

19.9.9 Medical Certification

19.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

19.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

19.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

19.9.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

19.9.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

19.9.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

19.9.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

19.9.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

19.9.14 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her or for care, exam or treatment of a family member.*	Yes. You may keep 40 hrs.	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Section 19.9.3 Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave)	No	No	No	See Section 15.6
Approved undisclosed reason or	No	Yes	Yes	Must use all

MOU Section	Sick	Vacation	CTO	Comment
extended vacation				Vac. & /CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA)

19.9.15 This Section 19.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (19.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

22.10 Paid Parental Leave

22.10.1 Eligibility

Effective 10/1/18, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner.
- Placement of a child with the employee's family for adoption or foster care.

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

22.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours based on allocated FTE.

PPL is based on a rolling 12 month calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's hourly wage plus cash allowance. It is considered "paid status" for the purposes of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and

contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered to accommodate the employee's or department's operational needs when working a reduced schedule.

An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

22.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements for reasons other than bonding, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

22.10.4 Implementation

For qualifying events occurring after 10/1/2017, PPL may be applied to any remaining CFRA eligible bonding hours still available to the employee after the program effective date.

ARTICLE 29 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT

29.1 Full Understanding

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

29.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee

Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

29.3 Meet and Confer During Term of Memorandum

- a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law, the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.

- b. The County and Association agree to meet and confer in accordance with state law, the ERP, and the provisions provided in (c) below if the County's proposals include matters within the scope of representation in one (1) or more of the following matters:
 1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees from a 4/10 to a 5/8 schedule.

 2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved. An example of such a change would be if the County proposed to move the Investigator staff from the Public Defender Department to the Social Services Department.

 3. The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Investigators to take-home County vehicles.

The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide all relevant information it has pertaining to the proposal as required by the Meyers-Milias-Brown Act (MMBA).

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 29.3 shall be thirty-five (35) business days (Monday through Friday) from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the 35th business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two business days, at which time the County shall present an impasse statement including the proposal that it proposes to implement after the completion of the post-impasse process required by law and this Section 29.3 should further discussions fail to produce an agreement.

If an agreement is not reached at the impasse meeting, the dispute shall be submitted to mediation. If the parties fail to resolve the dispute through mediation within the timelines set forth in the MMBA, the matter may be submitted to fact finding in accordance with the provisions and timelines of the MMBA.

This Article 29.3 is not subject to the grievance procedure of this agreement (Article 27) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed. Any ruling by an arbitrator under this Article 29.3 that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.

29.4 Written Modifications Required

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

29.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

29.6 Non-Precedence

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

29.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Memorandum are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

28. Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 49 (Board of Supervisors), 50 (Administrative Management), and 52 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by SCLEA, the County agrees to open the MOU and meet and confer with SCLEA on the subject of compensation.

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER
INVESTIGATORS' ASSOCIATION

Carol Allen 9/20/18
CAROL ALLEN

Matt Byrne
MATT BYRNE

Jeremie Jenkins 9/20/18
Jeremie Jenkins

**Tentative Agreement between
 SCPDIA and the County of Sonoma County
 9/20/2018**

ARTICLE 16 – MEDICAL BENEFITS FOR FUTURE RETIREES

16.1 Retiree Medical Coverage

~~a. Effective June 1, 2009, an eligible retiree~~s and eligible dependent(s) (as defined below) may ~~be, but are not required to~~ enrolled in a County offered medical plan as described in Section 16.4-2. Retirees who enroll in a County offered medical plan are but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If ~~an employee/~~retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one (1) employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan.) All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or registered domestic partner (requires signed domestic partner affidavit filed with the County); or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age; or
- Upon the death of an eligible retiree, an eligible surviving dependent who was either enrolled in, or waived coverage at the time of the retiree's death.

16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

~~Effective June 1, 2009:~~

- a. Eligibility: In order to be eligible for this benefit, the retiree must have:
- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased

regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and

2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and

3) Retire directly from Sonoma County service, and

~~4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.~~

5)4) Laid-Off & Restored Employees.

Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. ~~To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans—Employees Hired On or After January 1, 2009—Effective January 1, 2009).~~

b. County Contribution:

~~The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.~~

Effective upon adoption of the MOU extension by the Board of Supervisors, for

future retirees who meet the eligibility criteria in Article 16.2(a) above, the County will contribute a flat \$500 per month into the Retiree Health Reimbursement Account, commencing upon the first month of the employee's retirement date.

~~c. Additional Dependents~~

~~Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.~~

16.3 County Contribution Toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

a. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall

be eligible for the benefits described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

b. County Contribution:

1) Initial County Contribution:

- A. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- B. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- A. Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- B. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- C. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses

for the spouse and any other eligible dependents, ~~covered under the retiree medical plan~~, however, federal regulations do not permit the inclusion of expenses for domestic partners.

- 4) Survivors of eligible retirees with account balances:
 - A. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
 - B. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.
- 5) Forfeiture of account balance:
 - A. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
 - B. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.4 Surviving Dependent – County Contribution ~~beginning June 1, 2009~~ for Employees Hired before January 1, 2009

Upon the death of a retiree ~~enrolled in a County offered retiree medical plan~~, the County will continue to pay the County's Retiree HRA contribution ~~toward the medical plan premium costs in the same manner as if the retiree had survived.~~

A one eligible surviving dependent ~~will be allowed to continue their coverage under~~

~~the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:~~

- ~~(1) Have~~ has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution ~~toward a County offered retiree medical plan~~ under Section 16.4 2(b) prior to the death of the retiree, ~~and~~
- ~~(2) Either be enrolled or have waived coverage at the time of the retiree's death.~~

~~Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of County's contribution.~~

~~16.5 Surviving Dependent – County Contribution for Employees hired On or After January 1, 2009~~

~~Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.3), eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs (including premiums).~~

~~To be eligible, surviving dependents must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.~~

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.5 County HRA Contribution – Full Obligation

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 16.2 constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other medical benefits exist.

For bargaining unit members hired on or after January 1, 2009, the County

contributions to the employee's County HRA account described in Article 16.3 constitutes the County's entire obligation toward medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

FOR COUNTY OF SONOMA

TEAM MEMBERS:

Carol Allen 9/20/18

Carol Allen

Leanne Oakes 9/20/18
Leanne Oakes

FOR SONOMA COUNTY PUBLIC DEFENDER

INVESTIGATORS ASSOCIATION

Matt Byrne

Matt Byrne

M E M O R A N D U M

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: September 19, 2018

**Re: Retiree Health (OPEB) Plan
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75**

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan designs for the active members from the Sonoma County Public Defender Investigator Association (SCPDIA) bargaining unit. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of \$500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of \$96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of \$500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.

- No Medicare Part B reimbursement.

The Total OPEB Liability for the SCPDIA bargaining unit slightly decreased by \$7,848, from \$423,343 to \$415,495.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Sonoma County Public Defender Investigator Association bargaining unit. Except as noted above, the

Marcia Chadbourne
County of Sonoma
September 19, 2018
Page 2

results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Sonoma County Public Defender Investigator Association. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Harold Cooper, FSA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss this further.

TJH/
Attachment

cc: Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1**Comparison of Current and Alternative Plan Designs****SUMMARY OF VALUATION RESULTS FOR ACTIVE MEMBERS AS OF JUNE 30, 2016
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75 AND A MEASUREMENT DATE OF JUNE 30, 2017****Sonoma County Public Defender Investigator Association
(SCPDIA 0055)**

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$122,071	\$122,071	\$0
Medicare Part B Liability	36,939	0	(36,939)
Cash Subsidy Liability	<u>264,333</u>	<u>293,424</u>	<u>29,091</u>
Total OPEB Liability	\$423,343	\$415,495	(\$7,848)

⁽¹⁾ All future retirees on or after 7/1/2016 and hired before 2009: Up to \$500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of \$96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

⁽²⁾ All future retirees on or after 7/1/2016 and hired before 2009: \$500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of \$96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

EXHIBIT 1**Comparison of Current and Alternative Plan Designs (Continued)**

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2**Actuarial Assumptions Current Plan**

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using experience from January 1, 2012 through December 31, 2014.

The information and analysis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Mortality Rates:**

Age	Rate (%)			
	General		Safety	
	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Disability Rates:

Age	Rate (%)	
	General⁽¹⁾	Safety⁽²⁾
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

⁽¹⁾ 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

⁽²⁾ 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Withdrawal Rates:

Years of Service	Rate (%)	
	Withdrawal (< 5 Years of Service)	
	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

Age	Rate (%)	
	Withdrawal (5+ Years of Service)	
	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Vested Termination Rates:**

Rate (%)		
Vested Termination (<5 Years of Service)		
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

Rate (%)		
Vested Termination (5+ Years of Service)		
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retirement Rates:

Age	Rate (%)					
	General			Safety		
	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58% (Based on the Bond Buyer 20-Bond GO Index as of 6/29/17)
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Annual Rate of Compensation Increase (%)

Salary Scale:

Inflation: 3.00% per year; plus “Across the Board” salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:*HMOs*

Administrative expenses were included in the premiums, not valued separately.

County Plan

An annual ASO fee for Fiscal Year 2016-2017 of \$322 per retired life was valued.

Other

We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status:

At the time of retirement, 50% of male employees and 30% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference:

Husbands are assumed to be 3 years older than their wives.

Participation:

Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Health Care Cost
Subsidy Trend Rates:**

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was \$1,000, the assumed cost for 2017-2018 would be \$1,075 [(\$1,000 x (1+7.50%))].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of \$96.40.

**Varies based on actual renewal.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Plan Design:

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Per Capita Cost Development:*Blue Cross (Medical and Drugs)*

Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows:

- paid claims were multiplied by a factor to yield an estimate of incurred claims,
- total claims were divided by the number of adult members to yield a per capita claim,
- the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and
- the per capita claim was adjusted for the effect of any plan changes.

Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.

HMO Plan (Medical and Drugs)

Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.

Other

The monthly subsidy for Medicare Part B premiums for the year 2016-17 was \$96.40, resulting in an annualized premium of \$1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$9,068	\$10,329	\$6,334	\$8,294	\$8,516	\$9,700	\$5,949	\$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

Age	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$7,196	\$8,196	\$5,026	\$6,581	\$9,265	\$10,554	\$6,472	\$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$8,635	\$9,835	\$6,031	\$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	\$2,614	\$2,222	\$2,614	\$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

Age	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Male	Female	Male	Female	Male	Female	Male	Female	
50	\$10,064	\$11,464	\$7,030	\$9,205	\$3,047	\$3,470	\$2,128	\$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)****Retiree Health Insurance Premiums
Used in the June 30, 2016 Valuation**

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

Carrier	Under Age 65			
	Election Percent			
	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	\$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	\$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	Assumed	2016-2017	2017-2018
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	\$325.59	\$322.33
UHC AARP*	20%	\$217.84	N/A
<i>* Average based on premiums for various areas, as reported for current retirees.</i>			

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Dental Subsidy

Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.

Medicare Part B Subsidy

We have assumed that the County of Sonoma will reimburse the basic monthly premium of \$96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium.

In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3**Summary of Current Plan**

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire directly from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy of up to \$500 per month.
- For Employees hired after December 31, 2008 will not be eligible for the \$500 per month subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.
- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County
 - Subsidized (up to \$500 per month contribution) medical coverage from June 1, 2016 through May 31, 2026
 - Subsidized (up to \$200 per month contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, certain identified disability retirees were subject to the same service requirements as regular retirees.¹

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage.²

¹ *Certain identified disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage with a reduced subsidy, even if they did not meet the 10-year requirement.*

² *Pursuant to California Labor Code §4856.*

EXHIBIT 3**Summary of Current Plan (Continued)**

Benefit Types:	<p>Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, any of three Sutter Health plans, or any of three Western Health Advantage plans, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of \$96.40 per month, but not to dependents.</p> <p>In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.</p>
Duration of Coverage:	Except as noted above, lifetime, subject to continuing support by the Board of Supervisors
Dependent Benefits:	Same as retirees
Dependent Coverage:	Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on the prior page.
County Contributions Toward Benefit:	<p>Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month.</p> <p>Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.</p>
Medicare Integration for the PPO Plan:	Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4**Summary of Participant Data**

June 30, 2016
Sonoma County Public
Defender Investigator
Association
(SCPDIA 0055)

Active Participants*

Number	5
Average age	51.4
Average years of service	17.6
Average expected retirement age	59.4

** Actives hired prior to January 1, 2009*

OFFICE OF THE COUNTY ADMINISTRATOR



COUNTY OF SONOMA

575 ADMINISTRATION DRIVE – ROOM 104A
SANTA ROSA, CALIFORNIA 95403-2888
TELEPHONE (707) 565-2431
FAX (707) 565-3778

SHERYL BRATTON
COUNTY ADMINISTRATOR

CHRISTINA RIVERA
ASSISTANT COUNTY ADMINISTRATOR

NIKI BERROCAL
DEPUTY COUNTY ADMINISTRATOR

MICHAEL GOSSMAN
DEPUTY COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Sheryl Bratton, County Administrator

DATE: 10/9/2018

SUBJECT: Acknowledgment of Understanding of Current and Future Cost of the County's Other Post-Employment Benefits – Benefit changes re: Article 16.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Public Defender Investigator's Association

This memo is to let you know that I, as your Chief Executive Officer of the County of Sonoma, for the purposes of California Government Code Section 7507, have read and understand the Segal Consulting reports dated September 19, 2018, with respect to the current and future costs of the County's Other Post Employment Benefits as determined by the Segal Company for the Sonoma County Public Defender Investigator's Association as to the approval of the benefit changes to the Memorandum of Understanding (MOU) for the period June 18, 2018 through June 17, 2019.

Sincerely,

Sheryl Bratton
County Administrator



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: October 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

All

Title: Approval of Article 6 – Medical Benefits for Future Retirees – in the 2018/2019 Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Management Association.

Recommended Actions:

Adopt a Resolution approving Article 6 - Medical Benefits for Future Retirees - that was negotiated as part of the 2018/2019 Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Law Enforcement Management Association (“SCLEMA”).

Executive Summary:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County of Sonoma (“County”) met and conferred with SCLEMA for a proposed extension of the MOU. (Attachment A). On September 18, 2018, the Sonoma County Board of Supervisors (“Board”) adopted the proposed extension of the MOU. On September 18, 2018, the Board also received information regarding a tentative agreement for the modification of Article 6 – Medical Benefits for Future Retirees, pursuant to California Government Code section 7507 (Attachment B). All changes to Article 6 – Medical Benefits for Future Retirees, are effective from September 18, 2018, unless otherwise specified in the tentative agreement.

Discussion:

Medical Benefits for Future Retirees:

Effective September 18, 2018, Article 6 - Medical Benefits for Future Retirees, is modified to remove any and all references to contributions for active unrepresented Administrative Management employees in the County Salary Resolution No. 95-0926. Future retirees will no longer be required to enroll in a County offered medical plan to receive a County contribution toward retiree medical benefits. The County will contribute a flat \$500.00 per month into a Retiree Health Reimbursement Account on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire after September 18, 2018.

To offset the County's cost change associated with the benefit change discussed above, SCLCMA agrees to the County discontinuing the Medicare Part B reimbursement of \$96.40 per month from the County to bargaining unit members hired before January 1, 2009, and who retire after September 18, 2018.

Government Code Compliance Requirements:

Various provisions of the California Government Code require certain disclosures before the Board can adopt changes in salaries or benefits, with additional disclosure required for changes in pension and other post-employment benefits. Any changes in salaries and benefits must be adopted at a public meeting of the Board (Cal Gov't Code §23026). Notice of the consideration of such increases must be provided prior to the meeting and shall include "an explanation of the financial impact that the proposed benefit change or salary increase will have on the funding status of the county employees' retirement system" (Cal Gov't Code §31515.5). On September 18, 2018, the Board received reports in open session to satisfy this requirement.

In addition, when considering changes in retirement benefits or other post-employment benefits, the Board "shall secure the services of an actuary to provide a statement of the actuarial impact upon future annual costs, including normal cost and any additional accrued liability, before authorizing changes in public retirement plan benefits or other post-employment benefits." When there are changes in retirement benefits or other post-employment benefits, the statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at a meeting at least two weeks before the adoption of the increase in benefits (Cal Gov't Code §31516). On September 18, 2018, the Board received the actuarial analysis in open session to satisfy these requirements.

The tentative agreement for the modification of Article 6 – Medical Benefits for Future Retirees, proposes to change the Other Post-Employment Benefits ("OPEB") provided to current employees who were hired prior to January 1, 2009, and who retire on or after September 18, 2018. The County engaged Segal Consulting to complete the valuation as required by law (Attachment C). The valuation provides an actuarial analysis of the impact to the County's OPEB liability for retiree medical costs resulting from the proposed changes to Article 6 – Medical Benefits for Future Retirees. The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary's valuation estimates the impact of the proposed changes to Article 6 – Medical Benefits for Future Retirees, to the County's Total OPEB liability for this bargaining group will result in a decrease of \$11,038 in liability, and the overall amount changes from \$2,541,873 to \$2,530,835.

The County Administrator has reviewed and acknowledged her understanding of this item's effects on retirement benefits or OPEB (Attachment D).

Prior Board Actions:

- January 5, 2016, the Board adopted the 2016/2018 SCLCMA MOU, Resolution #16-0211.
- September 18, 2018, the Board adopted the 2018/2019 SCLCMA MOU, Resolution #18-0374
- September 18, 2018, the Board reviewed proposed changes to Article 6 – Medical Benefits for Future Retirees, pursuant to California Government Code sections 7507, 31515.5, and 23026

Strategic Plan Alignment Goal 3: Invest in the Future			
Fiscal Summary			
Expenditures	FY 16-17 Adopted	FY 17-18 Projected	FY 18-19 Projected
Budgeted Expenses	TBD	TBD	TBD
Additional Appropriation Requested	TBD		
Total Expenditures	TBD	TBD	TBD
Funding Sources			
General Fund/WA GF	TBD	TBD	TBD
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	TBD	TBD	TBD
Narrative Explanation of Fiscal Impacts:			
<p>The proposed changes to Article 6 – Medical Benefits for Future Retirees, will result in an actuarially estimated decrease of \$11,038 to the County’s Total OPEB liability for the SCLEMA bargaining group, and the overall amount changes from \$2,541,873 to \$2,530,835.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<ul style="list-style-type: none"> • Resolution • Attachment A: Tentative Agreement for an extension to the Memorandum of Understanding between the County of Sonoma and SCLEMA • Attachment B: Tentative Agreement for the modification of Article 6 – Medical Benefits for Future Retirees. 			

- Attachment C: Segal Actuarial Valuation – GC 7507
- Attachment D: County Administrator’s Acknowledgement of Understanding of Current and Future Cost of the County’s Other Post-Employment Benefits – Benefit changes re: Article 6.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Management Association

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



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,
Providing Additional Provisions to the Previously Approved Memorandum of Understanding
Extension Between the County of Sonoma and the Sonoma County Law Enforcement
Manager's Association for the Period of September 25, 2018, through July 2, 2019.**

Whereas, the Sonoma County Law Enforcement Manager's Association ("SCELEMA") is a recognized employee organization representing bargaining unit 44; and

Whereas, the County of Sonoma ("County") met and conferred with representatives of SCELEMA to negotiate changes to Article 6 - Medical Benefits for Future Retirees, of the Memorandum of Understanding ("MOU"); and

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

Whereas, the County has satisfied its obligation under California Government Code section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended MOU extension; and

Whereas, the Board has met all legal requirements under California Government Code Sections 23026, 31515.5, 7507, 31516; and

Whereas, the proposed changes to the SCELEMA MOU will result in an actuarially estimated decrease to the county's Total Other Post-Employment Benefits liability; and

Whereas, written confirmation of the Board's compliance with California Government Code Section 7507 from the Segal Company is included in Attachment C, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment B) modifying Article 6 - Medical Benefits for Future Retirees, of the MOU between the County and the SCELEMA, which is attached and incorporated by

Resolution #

Date:

Page 2

reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from September 25, 2018 through July 2, 2019, except as specified otherwise in the MOU.

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

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

THE COUNTY OF SONOMA

AND

**THE SONOMA COUNTY LAW ENFORCEMENT
MANAGERS ASSOCIATION**

~~20162018 20182019~~

UNIT 44

ARTICLE 2 – TERM

2.1 The following Articles shall constitute the wages, hours, and other terms and conditions for employees in the bargaining unit listed in Article 1 of this Memorandum. The parties agree that all changes contained herein shall become effective upon adoption by the Board of Supervisors, ~~May 24, 2016~~ on September 25, 2018, unless otherwise specified. It is the intent of the parties that his Memorandum expire and terminate at 12:00 midnight on July 2, ~~2018~~2019.

In the event the Association or the County desires to negotiate a successor Memorandum of Understanding, either party shall serve on the other by January 3, ~~2018~~2019, its written request to commence negotiations

ARTICLE 4 – SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE

4.1 Salary

- A. Salary scales shall be specified in Appendix A for each classification contained within the unit represented by the Association.
- B. Effective with the first full pay period following the Board of Supervisors adoption of a successor MOU, the County shall compensate bargaining unit members on the Salary Table Scales specified in Appendix A for each classification.
- ~~C. Effective with the first full pay period following the Board of Supervisors adoption of a successor MOU, the County shall increase by three percent (3.0%) the A Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement. This increase shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff's Captain (Corrections). (Refer to 4.1 E).~~
- D.C. Effective with the pay period that begins March 14, 2017, the County shall increase by three percent (3.0%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement. This increase shall not apply to employees in the classifications of Correctional Lieutenant and Sheriff's Captain (Corrections). (Refer to 4.1 E).
- E.D. Effective September 8, 2010, the classifications of Sheriff's Captain (Correctional) and Correctional Lieutenant, in this bargaining unit (44) shall receive the same base wage rate as the Sheriff's Office Captain and Lieutenant in the DSLEM bargaining unit (43).

4.1.1 One-Time, Lump Sum, Non-Recurring, ~~Non~~-Pensionable Payments
~~Effective the first full pay period after board approval, a one-time, lump sum non-recurring, non-pensionable payment in the amount of one thousand five hundred and two dollars (\$1502) will be paid to employees in active status as of the last day of the pay period and prorated based on FTE.~~

~~The above amounts shall be prorated for eligible part time employees in accordance with Section 5.2.6 of the MOU.~~

~~The one-time payments will be subject to all applicable federal, state and local tax withholdings. The payments will not be included in wages for computations of overtime, pension, and benefits or for any other purpose. Effective the pay period beginning October 23~~September 25~~, 2018, contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018, each regular, full time employee in paid status as of November 514, 2018, shall receive a one-time, non-recurring, pensionable payment in the amount of \$3,473.00 dollars to be paid on November 14, 2018.~~

~~The above amount shall be prorated for eligible part-time employees based on their allocated full-time equivalent (FTE) as of the last day of the pay period.~~

~~The one-time payments shall be subject to all applicable federal, state, and local tax withholdings. The payments will not be included in wages for computation of overtime, benefits, or for any other purpose.~~

4.1.2 Hourly Cash Allowance

Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per paid status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, or approximately a maximum of \$600 per month. Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension

purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

4.2 Salary Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and the advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the department head with approval of the County.

4.3 Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary scale within two years of resignation shall not be paid less than two steps below the step paid at the time of resignation. Approval of the County is required only if the person is rehired at a step which exceeds the step paid at the time of resignation. A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the department head, receive the salary step rate which is closest to but does not exceed the step rate received upon resignation.

4.4 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary scale which is nearest in amount to that of the step received in the classification in which the employee was extra-help. Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the department head and approval of the County.

4.5 Extra-Help to Extra-Help Appointment

An extra-help employee who is appointed to another extra-help job in the same class or in another class to which the same salary scale is applicable, shall continue to receive the same salary step.

An extra-help employee who was employed in one class and who, without a break in service, is appointed as an extra-help employee to a different class at a lower salary scale, shall receive the salary rate step in the lower scale which is closest to, but not exceeding, the rate paid in the former scale. This provision does not apply to extra-help employment in more than one extra-help position

4.6 Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same step of the scale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for a merit increase.

4.7 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary scale or in a lower salary scale than the class from which separated, shall be paid at the same step in the salary scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for a merit increase.

4.8 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to but not less than five (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary scale of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequent the increase due to promotion.

An employee who receives a promotion from a supervisory position to a management position or class shall receive the salary step of the appropriate scale that would constitute an increase of salary most closely equivalent to but not less than ten (10) percent of the employee's salary step before promotion but not less than the minimum salary step of the new class or greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Article 4.18.

4.9 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but does not exceed the top of the scale.

4.10 Salary Upon Demotion During Probation (Failed Probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

4.11 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary in the scale for the new class next lower than, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

4.12 Salary Upon Voluntary Demotion

A full- or part-time employee, to whom the circumstances described in Article 4.10 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

4.13 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

4.14 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer or in another class to which the same salary scale is applicable, shall continue to receive the same salary step.

A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class for which s/he possesses the minimum qualification shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within four (4) percent above or below the employee's current job classification's salary scale.

4.15 Salary Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary scale to another shall continue to receive the same salary step.

4.16 Salary Upon Reclassification of Position

Whenever a position is reclassified to a class which is allocated to the same salary scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary of the incumbent shall be as provided by this section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by this section upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Human Resources Director, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, until a percentage increase in pay may be authorized, or as otherwise agreed to by the affected employee and the department head,

with the approval of the Human Resources Director and the Association, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-rate) of the salary scale for the employee's class.

4.17 Merit Advancement Within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or designee. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status exclusive of overtime within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in paid status exclusive of overtime at each step to which advanced equals 2,080 hours.

4.18 Effective Date of Merit Increase

All merit increases will be effective on the date that the employee is eligible in accordance with Section 4.17 (Merit Advancement Within Salary Scales).

4.19 Salary Upon Temporary Promotion

An employee assigned by the department head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an approved leave of absence, who is expected to serve continuously in such assignment for more than 15 consecutive days of work, shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the

merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.

4.20 POST and STC Premiums

4.20.1 POST Premiums

Each eligible employee who has been awarded a valid Intermediate or Advanced Certificate issued by the California Commission on Peace Officers' Standards and Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County.

Each eligible employee who has been awarded a valid POST Intermediate Certificate shall receive 3.25% of base hourly rate thereafter; each eligible employee who has been awarded a valid Advanced Certificate shall receive 6.75% of base hourly rate thereafter; added to the employee's base hourly rate for all compensation. Each eligible employee who has been awarded a valid Supervisory Certificate shall receive 8.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

The premiums listed in this Section 4.20 represent the maximum amount paid at the respective level and are not subject to stacking.

4.20.2 STC Premium

Effective two full pay periods following Board approval, each eligible employee who has been awarded a valid Supervisory Certificate issued, and/or required by the California Board of State and Community Corrections Standards and Training for Corrections (STC) shall receive 2.0% of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes, including overtime.

4.21 Comparison Agencies

Unless mutually agreed to, all classifications within bargaining unit 44 shall utilize the following for comparable agency purposes:

Alameda County, Contra Costa County, Marin County, Napa County, Sacramento County, San Mateo County, San Luis Obispo County, Santa Clara County, Santa Cruz County, Solano County, and the City of Santa Rosa shall all be included as comparable agencies.

For purposes of understanding market data in applicable classification studies, top-step salary of comparable job classifications within the composite list of eleven agencies will be determined, then the two agencies showing the highest and lowest top-step salary will be removed from the calculation. At least four match classes must exist in order to conclude there is sufficient market data.

ARTICLE 5 – HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

5.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or, dependent life insurance or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 5.2.6 regarding plans offered and pro-ration of benefits for part-time employees).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the employee's spouse or domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.

5.2 Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance)

Plans Election to enroll in a County offered health plan will take place within the first 31 days following date of hire to a permanently allocated position of .40 FTE or greater or it will be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Sect 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following the date of initial eligibility.

Effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016, health plan coverage will be paid on a semi-monthly basis (24 payments per year).

5.2.1 County Offered Medical Plan(s)

The County will offer at least one HMO plan and one plan permitting out-of-network provider coverage. No changes to existing medical plans will be made without completion of meet and confer with bargaining units. The benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

Specific reference to a vendor does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s) provided the plan design(s) are substantially equivalent.

5.2.2 Contributions Toward Medical Insurance for Active Employees

Effective May 24, 2016 for coverage through June 30, 2016, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

a. Effective the pay period beginning ~~June 21, 2016~~September 11, 2018, for coverage beginning ~~July 1, 2016~~October 3, 2018, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s). ~~The amounts listed below shall include the conversion of the current County HRA contributions for active employees in Section 5.9 medical contributions.~~

Employee only monthly	\$ 557,629 per month, \$ 278,314.50 semi-monthly
Employee plus one semi-monthly	\$ 1,113,125.7 per month, \$ 556,628.50
Family semi-monthly	\$ 1,575,177.9 per month, \$ 787,889.50

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

~~b. Effective the pay period beginning May 23, 2017 for coverage beginning June 1, 2017, the County shall contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County-offered medical coverage for any eligible full-time regular employee and their eligible dependent(s).~~

Employee only	\$580 per month, \$290 semi-monthly
Employee plus one	\$1,158 per month, \$579 semi-monthly
Family	\$1,638 per month, \$819 semi-monthly

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 5.2.6.

5.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

The employee contribution:

Shall be \$13.04 semi-monthly (\$26.09 per month). The semi-monthly deduction is effective the pay period beginning June 21, 2016 for coverage beginning July 1, 2016.

The County shall contribute to part-time employees on a pro-rated basis, in accordance with Section 5.2.6.

Effective the pay date of October 3, 2018, and continuing beyond the term of this MOU extension, the employee contribution shall be suspended, resuming October 1, 2020. The suspension of the employee contribution is contingent on Union ratification of the successor MOU and approval by the Sonoma County Board of Supervisors on or before September 25, 2018.

5.2.4 Vision Benefits

The County offers vision benefits to full-time active employees and their dependent(s) with no employee contribution. A computer vision care plan is included for the employee only.

Part-time employees will be enrolled automatically in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 5.2.6

Benefit provisions are outlined in the Evidence of Coverage.

5.2.5 Life Insurance

The County provides to each eligible employee, at no expense to the employee, a basic term life insurance plan equivalent to two (2) times the employee's annual salary (computed on the basis of multiplying the biweekly salary in effect at the time of death by 26.089) for an allocated

full-time equivalent position of sixty hours or more (0.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase supplemental life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 5.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

5.2.6 Part-Time Employee – Health Plans

A. Part-time employees in allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, plus eligible unpaid leaves as required by law such as FMLA and CFRA excluding overtime. Employees in allocated positions of fewer than 32 hours biweekly and receiving health benefits, prior to June 1, 2010, will be grandfathered and remain eligible to receive pro-rated benefits.

B. A part-time employee covered under this MOU, whose allocated position is 0.75 FTE or greater bi-weekly, shall receive medical, dental, and

vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.

C. Except for part-time (0.75 FTE+) employees referred to in this Section 5.2. 6(B), part-time employees shall not be eligible to participate in the County's life insurance program.

5.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

The County and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his or her job performance. Employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations or discipline.

5.4 Long-Term Disability Program

Effective May 24, 2016, the County shall deduct from each member's paycheck the amount of \$11.31 per pay period for PORAC LTD coverage. The parties acknowledge that this results in an average per member cost savings to the County in excess of \$60.00 per month. The County agrees to share in the cost savings with the members of SCLEMA only as long as it is cost neutral to the County on a going forward basis as follows:

- A. The County shall contribute \$18.98 per pay period to each member's Deferred Compensation Account (See Appendix C for calculations).
- B. The parties agree that this benefit does not increase the Long-Term Disability cost to the County for its members, now or in the future. Should PORAC increase the monthly LTD premium or the employer's LTD costs increase above the rate used for the calculations in Appendix C, the deferred

compensation contribution discussed in 5.4 A of this agreement shall be adjusted accordingly.

If the County's cost for retirement on the increased deferred compensation contribution increases from the percentage in effect on 7/30/09, the amount of direct contribution by the County will decrease to preserve the cost neutral agreement between the parties.

5.4.1 Claims Disputes over LTD

The Provider (PORAC) claims dispute process is described in the Plan Document.

5.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

5.5.1 Workers' Compensation Temporary Disability—Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and/or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

5.6 Medical, Dental & Vision Benefits – LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to less than 50% of the employee's allocated full-time equivalent in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total health plan premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

5.6.1 Health Benefits - Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteen (13) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 5.6.1 (Medical/Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's paid status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement under COBRA law begins when the employee is no longer eligible for a county contribution toward medical benefits. When the employee returns to at least fifty percent (50%) of the allocated full-time equivalent in paid status, eligibility for a county contribution toward health benefits is regained. Active benefit coverage begins the first of the following month and COBRA coverage ends the day before.

5.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 5.6 (*Medical, Dental, & Vision Benefits- LWOP or Unpaid Absence* and 5.6.1 (*Health Benefits-Medical/Pregnancy Disability Leave -*), must notify the Auditor-Controller-Treasurer-Tax Collector's Office (ACTTC) no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave of Absence form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's Office when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the due date, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following return to paid status.

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 5.2.6 For pay periods with no paid status hours, pro-ration shall be based

on the employee's FTE. Part-time employees shall be entitled to participate in long-term disability as specified in Section 5.4 (Long-Term Disability).

5.7 COBRA

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable.

5.8 Salary Enhancement Plans

IRS Section 414(h)(2)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code, which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

IRS Section 125

Premium Conversion: The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Health Flexible Spending Account: The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of eligible medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program: The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

All of the above plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, are not subject to Article 27 (Grievance Procedure) of the Memorandum.

5.9 Plan Documents and Other Controlling Documents

While mention may be made herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County Summary Plan Descriptions and evidence of coverages are available on the [Sonoma County Human Resources web site](#). The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

5.10 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on June 21, 2016 the County ~~shall cease~~ contributions to the Active HRA account described in this section. ~~Effective the pay period beginning June 21, 2016 the County will instead convert such HRA contributions into medical insurance premiums.~~

~~Through June 20, 2016, all eligible full and part time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.~~

~~The County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part time employees on a pro-rated basis in accordance with Section 5.2.6.~~

~~Effective 5/12/15 — 6/20/16~~

Coverage Level	Per Pay Status Hour	Monthly Equivalent
EE+1	\$0.97	\$169
EE+2	\$2.67	\$465

~~County contributions pursuant to this article~~ Remaining balances in the active HRA will continue to be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee/retiree or dependent(s) as defined under Internal Revenue Code Sections 105 and 106. Effective June 21, 2016 active employee post-tax medical premiums are not eligible for reimbursement.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 6.3. The parties agree that the health benefits in this Article 5 are available only to active employees. ~~When this MOU ends on July 2, 2018 the parties agree that the health benefits in this Article 5 are subject to negotiations for a successor MOU.~~

The County of Sonoma has established an Active Health Reimbursement Arrangement (HRA) Plan Document which outlines the eligibility provisions of this plan pursuant to current IRS regulations and will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees prior to the effective date of Section 5.10.

~~T~~he County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

ARTICLE 14 – HOLIDAYS

14.1 Holidays

The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday.

14.2 Holidays - Scheduled

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- ~~(4)~~ President's Day, the third Monday in February
- ~~(4)(5)~~ Caesar Chavez Day, March 31*
- ~~(5)(6)~~ Memorial Day, the last Monday in May
- ~~(6)(7)~~ Independence Day, July 4th *
- ~~(7)(8)~~ Labor Day, the first Monday in September
- ~~(8)(9)~~ Veteran's Day, November 11*
- ~~(9)(10)~~ _____ Thanksgiving Day, as designated by the President
- ~~(10)(11)~~ _____ The day following Thanksgiving Day
- ~~(11)(12)~~ _____ Christmas Day, December 25*
- ~~(12)(13)~~ _____ Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving, or special observance.

*Date Specific Holidays

14.3 Elimination of Floating Holidays and Eve Holiday Hours

~~Hours accrued prior to the elimination of floating holiday hours and eve holiday hours will remain in the Compensatory Bank. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the County and may not be cashed out.~~

Each regular, full-time employee will be granted eight floating holiday hours effective the first pay period of each year. The employee must be in paid status on the employee's regularly scheduled workdays before and after using the floating holiday. The timing of the employee's use of the floating holiday shall be subject to advance approval of the Department Head or designee. The floating holiday hours must be taken before the last full pay period of the year, and will not be carried over into the next year. Further, there will be no cash out of floating holiday hours. Floating holiday hours must be taken in no less than 1/10 of an hour increments. Each part-time employee shall be entitled to a prorated number of hours based on allocated FTE at the time of the annual allocation.

For the 2019 calendar year only, each regular, full-time employee will be granted sixteen floating holiday hours effective the first pay period in 2019.

14.4 Holiday - Day Observed

If a date specific scheduled holiday listed in Section 14.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 14.2 falls on a Sunday, the following Monday shall be the County observed holiday. All other date specific holidays shall be observed on the date specified in Article 14.2

14.5 Holiday - Compensation For

For the purpose of this Article 14, holiday pay is defined as eight hours of pay or compensatory time at the employee's base hourly rate, excluding shift differential, premium pays, or other specialty pays as may be authorized by this Memorandum of Understanding. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.6 A full-time employee whose assigned work schedule does not include either the date specific holiday or the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday.

14.7 An employee who must occupy a fixed-post position that requires staffing 24 hours a day, seven days a week, 365 days per year, who is required to work on an observed holiday (Article 14.2), and such employee actually works on that observed holiday, shall receive the employee's regular pay for that work day plus eight (8) hours of compensatory time to be taken off at a future date mutually agreeable to the employee and the employee's supervisor. A part-time employee whose regular and assigned work schedule requires the employee to work on an observed holiday (Article 14.2) and such part-time employee actually works on that observed holiday shall receive the employee's regular pay for that work day plus the appropriate pro-ration of compensatory time (Article 14.7) to be taken off at a future date mutually

agreeable to the employee and the employee's supervisor. If a full-time or part-time employee whose regular and assigned work schedule would require the employee to work on an observed holiday, but the employee is authorized to be off-duty on that day, then such employee shall be paid eight (8) hours holiday pay or the appropriate pro-ration for a part-time employee; in the case of a 4/10 employee, the employee would also be paid for two (2) hours of sick leave, if authorized, or two (2) hours of vacation or compensatory time, if authorized. A part-time employee in this same circumstance would receive the appropriate pro-ration of sick leave, vacation or compensatory time as appropriate.

14.8 Any part-time employee shall, for each holiday in the pay period, receive holiday pay or compensatory time off equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday.

14.9 Holidays – Compensation - Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday paid status.

ARTICLE 15 – VACATION

15.1 Vacation Accrual

Each represented management employee in this unit shall accrue vacation at the rate specified in the table in Article 15.3. The rate of accrual of vacation shall include the equivalent of 56 annual hours of administrative leave available to Law Enforcement Management employees. Each such employee may use vacation leave with full pay providing that the maximum accumulation of such unused leave shall be equivalent to his/her accrual for fifty-two (52) pay periods at his/her current rate of accrual.

15.2 Part-time employees shall accrue vacation leave on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

15.3 Each employee who has completed the following in-service hours of completed service shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. ~~Increased maximum accruals and accumulations will be effective the pay period following the adoption of this MOU by the Board of Supervisors.~~

~~*Effective May 24, 2016, for the term of the 2016 – 2018 MOU, the Maximum Accumulated Hours listed below will be increased to 500 hours. Effective on July 2, 2018, the Maximum Accumulated Hours listed below will be restored to 463 hours. Hours above the Maximum Accumulated Hours will not be eligible for cash payment except as required by law. Effective July 2, 2018, employees with Maximum Accumulated Hours above 463 will not accrue additional hours until their accumulated hours drop below 463.~~

Years of Completed Full-Time Service	In-service Hours of Completed Service	Rate for 80 In-service Hours	Maximum Accumulated Hours
0 through 2	0 to 4,173	5.64	463 500.00
2 through 5	4,174 to 10,434	6.25	463 500.00
5 through 10	10,435 to 20,870	7.32	463 500.00
10 through 15	20,871 to 31,305	8.55	463 500.00
15 through 20	31,306 to 41,741	9.16	463 500.00
20 through 25	41,742 to 52,177	9.77	463 500.00
25 or greater	52,178 to more	10.08	463 500.00

15.4 Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4,174 in-service hours (two (2) years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in 15.3 above) that the employee occupied when laid off.

15.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or department head designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

15.6 Payment for Unused Vacation

Each employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of separation.

ARTICLE 16 – SICK LEAVE

16.1 Sick Leave - Accrual and Use

Each full-time employee in a regular, allocated position shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty (80) hour paid in-service hours. In-service hours include all hours in paid status excluding overtime. This rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees in allocated positions shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

16.1.1 Accrual – Restoration of Accrued Time:

When a regular employee separates from County employment, and returns to regular County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the time was not

otherwise used, paid out, or converted to service credit. If the separation date is in the middle of the pay period, end of pay period date will apply.

16.1.2 Change in Employment Status – Extra Help to Allocated

Extra Help to Allocated Position: For an Extra Help employee who begins an allocated assignment within one year of separation of an Extra Help assignment, any accrued and unused Extra-Help sick leave hours on account will carry forward with the employee. If the separation date is in the middle of the pay period, pay period end date will apply. Hours carried forward may be used, subject to the following restrictions:

1. Extra Help sick leave hours must be used prior to using sick leave accrued as a regular employee;
2. Extra Help sick leave hours have no cash value; and
3. Extra Help hours are not eligible for conversion to service credit at regular retirement (pursuant to Section 16.5).

The employee's annual period will be changed to the date they start in the new position.

16.2 Sick Leave – Usage

Earned sick leave credits may, with the approval of the department head, be used by the employee, as outlined below:

16.2.1 Sick Leave Use – Non-FMLA/CFRA/PDL Leave:

Accrued sick leave for incidents other than FMLA/CFRA/PDL qualifying events may be used as follows:

- A. Employee Illness: during the employee's own incapacity due to illness or injury;
- B. Employee Treatment or Examination: during the time needed by the employee to undergo medical or dental treatment or examination;
- C. For Care of a Family Member: for diagnosis, care or treatment of a health condition of, or preventative care for the employee

family member. For leave under this section 16.2.1, "family member" is defined as a:

1. child (defined as biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent, regardless of age or dependency status);
2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child);
3. employee's spouse or registered domestic partner;
4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed in this section 16.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have to be consecutive.

California "Kin Care" (Labor Code 233) provides that an employee may use an amount of paid sick leave each calendar year that is equal to the amount of time that would normally accrue in a six month period and may be used in the same manner as other sick leave described in this section 16.2.1 Kin Care provisions run concurrent with other protected leaves and do not extend the maximum period of leave to which the employee is entitled to under FMLA or CFRA.

D. Domestic Violence, Sexual Assault, or Stalking: When an employee is a victim of domestic violence, sexual assault or stalking, to work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of themselves or their child(ren); to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking; obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; participate in safety planning or take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. Documentation may be required for approval of use of sick leave under this provision, pursuant to section 16.3 Sick Leave Documentation.

16.2.2 Sick Leave Use - FMLA/CFRA/PDL Qualifying Leave

In accordance with The Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Act (PDA) earned sick leave credits may, with the approval of the Department Head, be used by an employee as follows:

- a. Employee Illness: During the employee's own incapacity due to illness or injury.
- b. Employee Treatment or Examination: During the time needed by the employee to undergo medical or dental treatment or examination.
- c. Disabled by Pregnancy: When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.

- d. Care of Family Member: When a child, stepchild or spouse or domestic partner of an employee, being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the parent of an employee or spouse is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse, parent, or domestic partner of the employee or spouse. Parent for purposes of this article is defined as a biological, foster or adoptive parent, stepparent, legal guardian or other person who stood in place of parent to the employee when the employee was a child. A biological relationship is not necessary for a person to have stood in place of parent to the employee as a child.

Child is defined as biological, adopted, or foster child, stepchild, legal ward, or a child to who the employee stands in place of a parent, who is either under 18 years of age or an adult dependent child. An adult dependent child is an individual who is 18 years of age or older and who is incapable of self-care because of a mental or physical disability within the meaning of Government Code Section 12926(j) and (l).

(Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include parent-in-law.)

For FMLA/CFRA qualifying events to care for a covered family member incapacitated by injury or illness under this paragraph (d) employees are allowed to use up to 480 hours of accrued sick leave per eligible event, and not to exceed the number of hours authorized by medical certification. CFRA bonding leave does not qualify for use of sick leave.

Information on FMLA/CFRA/PDL eligibility, documentation, and benefit and pay status is provided under Section 16.9 Family Care and Medical Leave.

16.3 Sick Leave Required Documentation

16.3.1 Annual Period – Allocated Employees:

“Annual period” is a twelve month period beginning with the employee’s first day of work in an allocated assignment and resets to January 1st thereafter. (This is not the same as the annual calendar used under FMLA/CFRA/PDL qualifying events.)

16.3.2 First Forty-Eight Hours:

For new employees, the first 48 hours, or number of hours equal to 6 days of the employees regular schedule (whichever is greater), of accrued sick leave used by an employee in the first annual period will be applied to and subject to the provisions of the California paid Sick Leave law until January 1st and on a calendar year basis thereafter. During this period, if the need for paid sick leave is foreseeable, the employee shall provide reasonable advanced notice. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If the County has reasonable suspicion of sick leave abuse, a signed medical certification may be required for each use of accrued sick leave to the extent permissible by law.

16.3.3 Subsequent Hours:

For use of accrued sick leave beyond the first 48 hours or number of hours equal to six (6) days in the annual or calendar period (consecutive or non-consecutive), as described above, a signed medical certification may be required for each use of accrued sick leave. Reasonable medical certification of shall be required for sick leave use of more than 48 consecutive work hour’s duration.

16.3.4 FMLA/CFRA/PDL:

If use of accrued sick leave is for an FMLA, CFRA, or PDL qualifying event, medical certification is required, in accordance with the law, and as outlined in the Medical Leave Policy.

16.4 Restoration of Accrued Sick Leave

When an employee separates from County employment, and returns to County employment within one year from the separation date, any accrued sick leave remaining on account will be restored to the employee upon rehire, provided the accrued leave was not otherwise used, paid out or converted to service credit. If the termination date is in the middle of the pay period, end of pay period date will apply.

16.5 Sick Leave - Conversion at Regular Retirement

Each Association member separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03, excepting that Extra Help sick leave hours are not eligible for conversion to retirement service credit.

16.6 Sick Leave – Payoff at Regular Retirement

Each Association member who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 16.5 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate. Extra Help sick leave is not eligible for this provision.

16.7 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed

on the basis of such employee's base hourly pay. Extra Help sick leave is not eligible for this provision.

16.8 Sick Leave - Distribution At Disability Retirement

Each employee separated from County service by retirement for disability or duty related death shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation or duty related death. Extra Help sick leave is not eligible for this provision.

16.9 Family Care & Medical Leave Under FMLA and CFRA

16.9.1 Each eligible employee is entitled to family care and leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

16.9.2 FMLA/CFRA Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

16.9.3 Family Care And Medical Leave Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

16.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

16.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

16.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)

16.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)

16.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

16.9.4 Family Care and Medical Leave to Care for a Covered Service member With a Service Injury or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. (This 12 month period used under FMLA/CFRA to determine sick leave eligibility is separate from the "annual period" defined in 16.3.1.)

16.9.4.1 An eligible employee's entitlement under Section 16.8.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins

on the first day an employee takes leave to care for the covered service member.

16.9.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

16.9.5 Paid status And Benefits

16.9.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

16.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 5.6.1 (Health Benefits – Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 16.9 or Section 5.6.1 (Health Benefits - Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 5.6.2 (Continuation of Health Benefits Coverage) applies.

16.9.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

16.9.7 Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy,

childbirth, or related medical conditions for which an employee may be qualified under state law.

16.9.8 Notice To The County

16.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

16.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

16.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

16.9.9 Medical Certification

16.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

16.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

16.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

16.9.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

16.9.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

16.9.11 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

16.9.12 FMLA/CFRA Procedures, Definitions, And Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

16.9.13 Leaves of Absence Without Pay Usage Reference Table

Employees in regular, allocated positions will be required to use accrued paid leaves before a leave of absence without pay as shown in the following table:

MOU Section	Sick	Vacation	CTO	Comment
During the employee's own incapacity due to illness or injury.	Yes. You may keep 40 hrs.	No	No	
During the time needed by the employee, or for an employee's family member to undergo medical or dental treatment or examination.	Yes. You may keep 40 hrs.	No	No	
When a woman employee is disabled by pregnancy.	Yes. You may keep 40 hrs.	No	No	
When the employee's family member is incapacitated by illness/injury and the employee must care for him/her, or for care, exam or treatment of a family member.*	Yes. Up to 48 hours. (You may keep 40 hrs.)	Yes	Yes	You may keep 40 hours in any combination of Vacation & CTO
Non-sick FMLA/CFRA** qualifying event (e.g., child bonding leave*)	No	No	No	
Approved. undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*In the event an employee is eligible to receive Paid Family Leave to care for the serious health condition of a family member or to bond with a new child, they will not be required to use sick, vacation or CTO time, while receiving that benefit.

**Family and Medical Leave Act (FMLA)/California Family rights Act (CFRA)

16.9.14 This Section 16.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (16.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

16.10 ———Paid Parental Leave

16.10.1 Eligibility

Effective November 14, 2018, for eligible events that occur on or after Board adoption of this MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for Paid Parental Leave (PPL) to use within 12 months of the following events:

- Birth of a child of the employee, the employee's spouse, or the employee's domestic partner
- Placement of a child with the employee's family for adoption or foster care

For the purposes of PPL, the definition of "parent" and "child" are as defined by the California Family Rights Act.

16.10.2 Benefit and Use

Eligible employees shall be granted 320 PPL hours to use within 12 months of the qualifying event. Part-time employees shall be eligible for a pro-rated number of PPL hours, based on allocated FTE.

PPL is based on a rolling 12 month calendar. No more than 320 PPL hours may be used in any 12 month period.

PPL is based on the employee's base hourly wage plus cash allowance. It is considered "paid status" for the purpose of merit, seniority, premiums, vacation and sick leave accrual, and County benefit eligibility and contributions.

PPL is pensionable and counts towards retirement service credit.

PPL may be used in a block of continuous time or as intermittent leaves arranged in advance. Unless approved by the Director of Human Resources, PPL cannot be used retroactively.

Use of PPL shall not be cause for an employee to lose his/her current assignment on a permanent basis; however, assignments may be altered

to accommodate the employee's or department's operational needs when working a reduced work schedule.

An employee in a disability period following birth of a child must use sick leave down to 40 hours before using PPL.

16.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any short-term disability or California Paid Family Leave program. STD and PFL will not reduce PPL leave entitlement. For time covered by FMLA/CFRA job protected leave for bonding, PPL must be used prior to other accrued leave or Leave Without Pay. If an employee has exhausted FMLA/CFRA entitlements, PPL must be used prior to Leave Without Pay for arranged leaves for the purpose of bonding. Scheduling of non-CFRA protected PPL is subject to department approval. PPL does not need to be used when an employee is on leave for reasons other than bonding. To the extent FRA leave is available, it will run concurrently with PPL.

16.10.4 Program Review Process

County and SCLEMA representatives will meet to discuss any unanticipated issues that arise, including administrative and legal issues.

ARTICLE 35 – LIMITED REOPENERS

35.1 Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

35.2 HRA Contributions for Future Retirees – Reopener

~~The County and the Association agree to a reopener to begin no later than 90 days following Board approval of the MOU to discuss options to provide future retirees covered by Section 6.2 with HRA contributions in lieu of County contributions to medical plans described in Section 6.2 B. (County Contributions Toward Retiree Medical Plans – Employees Hired Before January 1, 2009). It is the parties' intention to complete these reopener discussions within 120 days of the Board's approval of the MOU. The results of the re-opener shall not result in a reduction in the current benefit amount provided for retiree medical.~~

35.2 Favored Nation Clause – Reopener

If, during the term of this extension another bargaining unit other than 49 (Board of Supervisors), 50 (Administrative Management), and 52 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by SCLEMA, the County agrees to open the MOU and meet and confer with SCLEMA on the subject of compensation.

COUNTY OF SONOMA



Richard Bolanos, Chief Negotiator, County of Sonoma

9/10/18

Date

SCLEMA-LAW ENFORCEMENT MANAGERS ASSOCIATION



John Noble, Chief Negotiator, SCLEMA

9/10/18

Date

Kris Hoyer, President of SCLEMA

9/ /18

Date

(Signed document on file with Employee Relations)

**Tentative Agreement between
SCLEMA and the County of Sonoma
9/10/2018**

Article – Article 6 – MEDICAL BENEFITS FOR FUTURE RETIREES

MOU language:

ARTICLE 6 – MEDICAL BENEFITS FOR FUTURE RETIREES

6.1 Retiree Medical Coverage

~~Effective June 1, 2009, an e~~Eligible retirees and eligible dependent(s) (as defined below), may be, but are not required to enrolled in a County offered medical plan as described in section 6.2. Retirees who enroll in a County offered medical plan are ~~but is~~ allowed only to enroll either as a subscriber in a County offered medical, dental, vision plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If a retiree n employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan). All retirees and eligible dependents who enroll in a County offered medical plan are responsible for all costs including medical plan and Medicare Part B premiums.

An eligible dependent is (as defined in each plan document/ summary plan description):

- Either the retiree's spouse or registered domestic partner; or
- A child based on your plan's age limits or a disabled dependent child regardless of age.
- Upon the death of an eligible retiree, an eligible surviving dependent who was either enrolled in, or waived coverage at the time of the retiree's death.

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6.2 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility:

In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- ~~4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10-year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.~~
- 5) 4) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in Article 6.2 (County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. ~~To the extent allowed by law they shall not be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).~~

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B. County Contribution

~~The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same dollar amount as it contributes toward the cost of County offered medical plans for active unrepresented Administrative Management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.~~

Effective upon adoption of the MOU extension by the Board of Supervisors, for future retirees who meet the eligibility criteria in Art. 6.2.A above, the County will contribute \$500 per month into the Retiree Health Reimbursement Account (Retiree HRA), commencing upon the first month of the employee's retirement date.

C. Additional Dependents

~~Retirees eligible under this section may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.~~

6.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.

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- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in Article 6.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009), provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

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After the initial contribution (defined above) is made, the County shall contribute \$0.58 per paid status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- a. Participants may access the balance in their Retiree HRA account upon termination of employment and attainment of age 50 or retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other eligible dependents ~~covered under the retiree medical plan~~, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts

5) Forfeiture of account balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death

of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

6.4 Surviving Dependent – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree ~~enrolled in a County offered retiree medical plan,~~ the County will continue to pay the County's Retiree HRA contribution ~~toward the medical plan premium costs as follows: to~~

One eligible surviving dependent ~~will be allowed to continue their coverage~~ if the surviving dependent ~~meets each of the following criteria:~~

- ~~1. H~~has been an eligible dependent of a retiree who was eligible to receive a Retiree HRA contribution ~~toward a County offered retiree medical plan~~ under Section 6.2.B ~~prior to the death of the retiree, and~~
- ~~2. Either be enrolled or have waived coverage at the time of the retiree's death.~~

~~Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County contribution.~~

6.5 Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 6.3), eligible surviving dependent(s) may

continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

6.56 Additional Retiree HRA -Eligibility

- 1.) An employee must be a contributing member (or a contribution is made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA).
- 2.) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater are eligible to receive a County HRA contribution.

6.56.1 Additional Retiree HRA-Biweekly Contribution

For each eligible employee in paid status, the County shall contribute ten dollars (\$10) each pay period into each employee's individual HRA account ~~through the expiration of the MOU and, absent a successor MOU, continuing such contribution.~~

6.56.2 Additional Retiree HRA-Access to Account Balance, Survivors, and Forfeiture

Parameters for the HRA including access to the HRA account balance, survivors of eligible retirees with account balances, and forfeiture of account balance in the event an active employee dies prior to retirement are as described in the Retiree HRA Plan Document.

6.56.3 County HRA Contribution – Full Obligation

For bargaining unit members hired before January 1, 2009, the County contributions to the Retiree HRA account described in Article 6.2, combined

withand the Additional County contribution to the Retiree HRA as described in 6.56.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

For bargaining unit members hired on or after January 1, 2009, the County contributions to the employee's County HRA account described in Article 6.3, combined with the County contribution to the HRA as described in 6.6.1, constitute the County's entire obligation towards medical benefits upon termination and/or retirement and the parties agree that no other retiree medical benefits exist.

6.56.4 Additional HRA – Determination of Intent

In the event that any court, arbitrator, administrative agency, or other tribunal of competent jurisdiction determines that any of the contributions described in Article 6.56.1 are to be included in calculating the County's contribution toward retiree medical insurance for any retiree(s), then the contributions described in Article 6.56.1 shall be held in abeyance and the parties shall meet and confer on the matter to preserve the intent of the parties in an attempt to reach an agreement to preserve the benefits negotiated in Article 6.6.1.

6.56.5 Waiver

In consideration for the benefits provided in Article 6.56, the Union on behalf of itself and its current members/survivors as of Board adoption, waives any cause of action based on County conduct regarding retiree medical benefits from April 1, 2007 through date of adoption by the BOS of the SCLEMA MOU. Unless compelled by operation of law, the Union further agrees it will not initiate, financially support, or participate in any grievances, claims, demands, or suits against the County resulting from or in connection with the matters described herein.

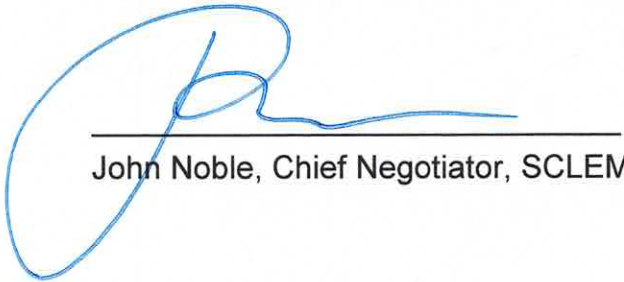
COUNTY OF SONOMA



Richard Bolanos, Chief Negotiator, County of Sonoma

9/10/18
Date

SCLEMA-LAW ENFORCEMENT MANAGERS ASSOCIATION



John Noble, Chief Negotiator, SCLEMA

9/10/18
Date

Kris Hoyer, President of SCLEMA

9/ /18
Date

(Signed document on file with Employee Relations)

9/10/18
OB



330 North Brand Boulevard Suite 1100 Glendale, CA 91203-2308
T 818.956.6777 www.segalco.com

M E M O R A N D U M

To: Marcia Chadbourne
County of Sonoma

From: Thomas M. Morrison, Jr.

Date: September 10, 2018

Re: **Retiree Health (OPEB) Plan**
Alternative Plan Design to the June 30, 2017 Valuation Under GAS 74/75

In the attached exhibits, we have provided the liability summaries for the following current and alternative plan design for the active members from the Sonoma County Law Enforcement Management Association bargaining unit. The calculations are consistent with our memo as of May 7, 2018 and are based on the June 30, 2017 Actuarial Valuation under GAS 74/75. These calculations are provided in compliance with California Government Code §7507.

CURRENT PLAN

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service, the County provides a payment of \$500/month, provided the retiree enrolls in a County-provided medical plan, plus a Medicare Part B reimbursement of \$96.40/month. In addition, for all eligible retirees, the County provides an implicit subsidy.

ALTERNATIVE 1

Post July 1, 2016 Group

(For eligible retirees hired prior to January 1, 2009 and retired on or after July 1, 2016)

For eligible retirees hired prior to January 1, 2009 with 10 years of service the County provides:

- Payment of \$500/month with no medical enrollment requirement.
- Continued implicit subsidy, allowing retirees under age 65 to purchase health insurance from the County at blended active/retiree rates.
- No Medicare Part B reimbursement.

The Total OPEB Liability for Sonoma County Law Enforcement Management Association slightly decreased by \$11,038 from \$2,541,873 to \$2,530,835.

CONCLUSION

Exhibit 1 shows the comparison of cost of the proposed plan to the current plan for the Sonoma County Law Enforcement Management Association bargaining unit. Except as noted above, the results are based on the data, actuarial cost method, and other assumptions used in the June 30, 2017 actuarial valuation, using census data as of June 30, 2016. Exhibit 1 shows the liability summaries for the current plan, including the SCARE* Settlement agreement and alternative plan designs as outlined in the proposed Tentative Agreement between the County of Sonoma and the Sonoma County Law Enforcement Management Association. Exhibit 2 shows the actuarial assumptions used in the current plan. Exhibit 3 shows a summary of current plan provisions. Exhibit 4 shows a summary of participant data used in our analysis.

The calculations in this memo were prepared under the supervision of Harold Cooper, FSA, MAAA. We look forward to discussing any questions or comments you may have.

Please feel free to contact us if you would like to discuss these further.

TJH/
Attachment

cc: Harold Cooper
Robert Mitchell

* Sonoma County Association of Retired Employees vs. County of Sonoma

EXHIBIT 1**Comparison of Current and Alternative Plan Designs****SUMMARY OF VALUATION RESULTS FOR ACTIVE MEMBERS AS OF JUNE 30, 2016
USING METHODS AND ASSUMPTIONS PRESCRIBED BY GAS 74/75 AND A MEASUREMENT DATE OF JUNE 30, 2017****Sonoma County Law Enforcement Management Association
(SCLEMA 0044)**

OPEB Liability	Plan Provisions Reflected in Valuation as of June 30, 2017⁽¹⁾	Valuation Based Upon Alternative 1⁽²⁾	Difference
Implicit Subsidy Liability	\$895,811	\$895,811	\$0
Medicare Part B Liability	153,958	0	(153,958)
Cash Subsidy Liability	<u>1,492,104</u>	<u>1,635,024</u>	<u>142,920</u>
Total OPEB Liability	\$2,541,873	\$2,530,835	(\$11,038)

⁽¹⁾ All future retirees on or after 7/1/2016 and hired before 2009: Up to \$500/month if enrollment in a County medical plan. Continued Medicare Part B reimbursement of \$96.40 and implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

⁽²⁾ All future retirees on or after 7/1/2016 and hired before 2009: \$500/month with no medical enrollment requirement. Removed the Medicare Part B reimbursement of \$96.40, continue implicit subsidy, allowing retirees under age 65 to purchase health insurance at blended active/retiree rates.

EXHIBIT 1**Comparison of Current and Alternative Plan Designs (Continued)**

The Net OPEB liability was measured as of June 30, 2017.

Actuarial assumptions: The total OPEB liability was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00%
Investment rate of return on Plan assets	6.50%, net of OPEB plan investment expense, including inflation
Other assumptions	See analysis of actuarial experience shown in the January 1, 2012 through December 31, 2014 Actuarial Experience Study dated October 2, 2015 and the Economic Actuarial Assumption Study for December 31, 2015 Actuarial Valuation dated September 30, 2015 for the Sonoma County Employees' Retirement Association (SCERA).

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, is used in the derivation of the long-term expected investment rate of return assumption.

Discount rate: The discount rates used to measure the total OPEB liability was 3.78% as of June 30, 2017. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuarially determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2025.

EXHIBIT 2**Actuarial Assumptions Current Plan**

Rationale for Demographic and Noneconomic Assumptions:

The information and analysis used in selecting each demographic (mortality, retirement, disability and turnover) assumption that has a significant effect on this actuarial valuation is shown in the experience study for the Sonoma County Employees' Retirement Association, using experience from January 1, 2012 through December 31, 2014.

The information and analysis used in selecting the salary scale and inflation is shown in the Economic Actuarial Assumption Study dated September 30, 2015 for the Sonoma County Employees' Retirement Association's December 31, 2015 Actuarial Valuation.

Post-Retirement Mortality Rates:

Healthy Retirement:

For General Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year for males and set forward one year for females.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP2014D set back one year.

Disabled Retirement:

Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward five years.

For Safety Members: Headcount-Weighted RP-2014 Healthy Annuitant Table projected 20 years with the two-dimensional scale MP20142D set forward four years.

The mortality tables shown above were determined so as to reasonably reflect future mortality improvement, based on a review of the mortality experience in the January 1, 2012 – December 31, 2014 Actuarial Experience Study.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Mortality Rates:**

Age	Rate (%)			
	General		Safety	
	Male	Female	Male	Female
30	0.02	0.01	0.02	0.01
35	0.03	0.01	0.03	0.01
40	0.03	0.02	0.03	0.02
45	0.05	0.03	0.05	0.03
50	0.08	0.06	0.08	0.06
55	0.14	0.09	0.14	0.09
60	0.23	0.12	0.23	0.12

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Disability Rates:

Age	Rate (%)	
	General⁽¹⁾	Safety⁽²⁾
20	0.05	0.06
25	0.05	0.16
30	0.08	0.38
35	0.13	0.65
40	0.18	0.90
45	0.29	1.60
50	0.38	2.30
55	0.43	2.80
60	0.51	0.00

⁽¹⁾ 50% of General disabilities are assumed to be service connected disabilities. The other 50% are assumed to be non-service connected disabilities.

⁽²⁾ 95% of Safety disabilities are assumed to be service connected disabilities. The other 5% are assumed to be non-service connected disabilities.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Withdrawal Rates:

Years of Service	Rate (%)	
	Withdrawal (< 5 Years of Service)	
	General	Safety
0	6.0	4.0
1	4.0	2.4
2	3.0	1.6
3	2.5	1.6
4	2.0	1.6

Age	Rate (%)	
	Withdrawal (5+ Years of Service)	
	General	Safety
20	1.50	1.60
25	1.50	1.60
30	1.50	1.26
35	1.05	0.70
40	0.60	0.34
45	0.48	0.14
50	0.34	0.00
55	0.24	0.00
60	0.14	0.00

No withdrawal is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Termination Rates Before Retirement:**Vested Termination Rates:**

Rate (%)		
Vested Termination (<5 Years of Service)		
Years of Service	General	Safety
0	6.25	6.00
1	5.50	4.00
2	4.00	4.00
3	3.00	4.00
4	3.00	4.00

Rate (%)		
Vested Termination (5+ Years of Service)		
Age	General	Safety
20	3.00	4.00
25	3.00	4.00
30	3.00	3.40
35	3.00	2.10
40	2.40	1.05
45	2.00	0.60
50	2.00	0.00
55	1.70	0.00
60	1.50	0.00

No vested termination is assumed after a member is assumed to retire.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retirement Rates:

Age	Rate (%)					
	General			Safety		
	Plan A Before 30 Years	Plan A 30 or More Years	Plan B	Plan A Before 30 Years	Plan A 30 or More Years	Plan B
50	7.0	10.0	0.0	14.0	10.0	4.0
51	7.0	10.0	0.0	16.0	12.0	5.0
52	7.0	12.0	4.0	16.0	18.0	6.0
53	8.0	16.0	1.5	18.0	25.0	6.0
54	9.0	20.0	2.5	24.0	50.0	8.0
55	10.0	25.0	2.5	30.0	100.0	20.0
56	10.0	30.0	4.5	30.0	100.0	15.0
57	10.0	30.0	5.5	25.0	100.0	15.0
58	15.0	30.0	6.5	25.0	100.0	20.0
59	20.0	40.0	7.5	25.0	100.0	20.0
60	25.0	40.0	8.5	100.0	100.0	100.0
61	25.0	45.0	9.5	100.0	100.0	100.0
62	30.0	45.0	14.5	100.0	100.0	100.0
63	30.0	45.0	16.5	100.0	100.0	100.0
64	30.0	45.0	19.0	100.0	100.0	100.0
65	30.0	45.0	24.0	100.0	100.0	100.0
66	40.0	45.0	20.0	100.0	100.0	100.0
67	40.0	50.0	20.0	100.0	100.0	100.0
68	50.0	50.0	20.0	100.0	100.0	100.0
69	80.0	80.0	20.0	100.0	100.0	100.0
70	100.0	100.0	100.0	100.0	100.0	100.0

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Future Benefit Accruals:	1.0 year of service per year.
Unknown Data for Members:	Same as those exhibited by members with similar known characteristics. If not specified, members are assumed to be male.
Definition of Active Members:	First day of pay period following employment.
Net Investment Return on Plan Assets:	6.50%, net of investment expenses.
Net Investment Return on Non-Plan Assets	3.58% (Based on the Bond Buyer 20-Bond GO Index as of 6/29/17)
Actuarial Value of Assets:	Market value of assets
Data:	Detailed census data and financial data for postemployment benefits were provided by the County of Sonoma.
Actuarial Cost Method:	Entry Age, Level % of pay
Measurement Date:	June 30, 2017
Census Date:	June 30, 2016
Annual Inflation Rate:	3.00%
Annual Payroll Growth:	3.50%

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Annual Rate of Compensation Increase (%)

Salary Scale:

Inflation: 3.00% per year; plus “Across the Board” salary increases of 0.50% per year; plus Merit and Promotion increases as follows:

Years of Service	General	Safety
0	6.00	8.50
1	5.00	4.75
2	3.75	3.75
3	2.50	2.75
4	1.50	1.75
5+	0.50	0.50

Administrative Expenses:*HMOs*

Administrative expenses were included in the premiums, not valued separately.

County Plan

An annual ASO fee for Fiscal Year 2016-2017 of \$322 per retired life was valued.

Other

We include any expense associated with benefits (ASO, for example) or any administrative fees paid out of an OPEB trust. In accordance with the GASB Implementation Manual, we do not include County personnel or system costs to operate the plan.

Marital Status:

At the time of retirement, 50% of male employees and 30% of female employees are assumed to have spouses who elect coverage.

Spouse Age Difference:

Husbands are assumed to be 3 years older than their wives.

Participation:

Active employees hired before January 1, 2009 with medical coverage, 90% are assumed to continue medical coverage at retirement.

Active employees hired on and after January 1, 2009, 0% are assumed to elect medical coverage at retirement.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Health Care Cost
Subsidy Trend Rates:**

Health care trend measures the anticipated overall rate at which health plan costs are expected to increase in future years. Trend rates are used to increase the stated subsidies into the future. For example, if the County Plan drug cost for the plan year 2016-2017 was \$1,000, the assumed cost for 2017-2018 would be \$1,075 [(\$1,000 x (1+7.50%))].

Year Ending June 30	County Health Plan Prescription Drug	County Health Plan Medical	HMO	Medicare Part B Premium*
2017	7.50%	8.50%	**	0.00%
2018	7.00%	8.00%	6.75%	0.00%
2019	6.50%	7.50%	6.50%	0.00%
2020	6.00%	7.00%	6.25%	0.00%
2021	5.50%	6.50%	6.00%	0.00%
2022	5.00%	6.00%	5.75%	0.00%
2023	5.00%	5.50%	5.50%	0.00%
2024	5.00%	5.00%	5.25%	0.00%
2025 and later	5.00%	5.00%	5.00%	0.00%

* Note that we have assumed that under the new plan, Sonoma County will not increase its reimbursement beyond the 2008 calendar year premium level of \$96.40.

**Varies based on actual renewal.

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Plan Design:

Development of plan liabilities was based on the substantive plan of benefits in effect as described in Exhibit III.

Per Capita Cost Development:*Blue Cross (Medical and Drugs)*

Per capita claims costs were based on actual paid claim experience furnished by the County for the period July 1, 2013 through June 30, 2016. Claims were separated by plan year and participant status (Medicare vs. Non-Medicare), then adjusted as follows:

- paid claims were multiplied by a factor to yield an estimate of incurred claims,
- total claims were divided by the number of adult members to yield a per capita claim,
- the per capita claim was trended to the midpoint of the valuation year at assumed trend rates, and
- the per capita claim was adjusted for the effect of any plan changes.

Per capita claims for each plan year were then combined by taking a weighted average. The weights used in this average account for a number of factors including each plan year's volatility of claims experience and distance to the valuation year. Actuarial factors were then applied to the weighted average cost to estimate individual retiree and spouse costs by age and by gender.

HMO Plan (Medical and Drugs)

Per capita costs were based on the actual HMO monthly premiums. Actuarial factors were applied to the non-Medicare premiums to estimate individual retiree and spouse costs by age and by gender.

Other

The monthly subsidy for Medicare Part B premiums for the year 2016-17 was \$96.40, resulting in an annualized premium of \$1,157.

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Kaiser Permanente Traditional HMO				Kaiser Permanente Hospital Services DHMO			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$9,068	\$10,329	\$6,334	\$8,294	\$8,516	\$9,700	\$5,949	\$7,789
55	10,769	11,119	8,476	9,600	10,114	10,442	7,960	9,016
60	12,790	11,985	11,347	11,134	12,011	11,255	10,656	10,457
64	14,673	12,714	14,324	12,531	13,780	11,940	13,452	11,769
65	3,785	3,217	3,785	3,217	N/A	N/A	N/A	N/A
70	4,387	3,467	4,387	3,467	N/A	N/A	N/A	N/A
75	4,727	3,732	4,727	3,732	N/A	N/A	N/A	N/A
80	5,090	4,023	5,090	4,023	N/A	N/A	N/A	N/A

Age	Kaiser Permanente Deductible First DHMO				Sutter			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$7,196	\$8,196	\$5,026	\$6,581	\$9,265	\$10,554	\$6,472	\$8,474
55	8,546	8,823	6,726	7,618	11,004	11,361	8,660	9,809
60	10,149	9,510	9,004	8,835	13,068	12,245	11,593	11,376
64	11,644	10,089	11,366	9,944	14,992	12,990	14,635	12,804
65	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2

Actuarial Assumptions Current Plan (Continued)

Per Capita Costs (continued)

Age	Western Health Advantage				UHC-AARP			
	Retiree		Spouse		Retiree		Spouse	
	Male	Female	Male	Female	Male	Female	Male	Female
50	\$8,635	\$9,835	\$6,031	\$7,897	N/A	N/A	N/A	N/A
55	10,255	10,587	8,071	9,141	N/A	N/A	N/A	N/A
60	12,178	11,412	10,804	10,602	N/A	N/A	N/A	N/A
64	13,972	12,106	13,639	11,932	N/A	N/A	N/A	N/A
65	N/A	N/A	N/A	N/A	\$2,614	\$2,222	\$2,614	\$2,222
70	N/A	N/A	N/A	N/A	3,030	2,395	3,030	2,395
75	N/A	N/A	N/A	N/A	3,265	2,578	3,265	2,578
80	N/A	N/A	N/A	N/A	3,516	2,779	3,516	2,779

Age	County Plan							
	Medical				Drug			
	Retiree		Spouse		Retiree		Spouse	
Male	Female	Male	Female	Male	Female	Male	Female	
50	\$10,064	\$11,464	\$7,030	\$9,205	\$3,047	\$3,470	\$2,128	\$2,786
55	11,953	12,340	9,407	10,655	3,618	3,736	2,848	3,225
60	14,195	13,301	12,593	12,357	4,297	4,026	3,812	3,741
64	16,285	14,111	15,898	13,908	4,930	4,271	4,812	4,210
65	1,799	1,529	1,799	1,529	5,103	4,338	5,103	4,338
70	2,085	1,648	2,085	1,648	5,915	4,675	5,915	4,675
75	2,247	1,774	2,247	1,774	6,374	5,032	6,374	5,032
80	2,419	1,912	2,419	1,912	6,864	5,425	6,864	5,425

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

**Retiree Health Insurance Premiums
Used in the June 30, 2016 Valuation**

For retirees in pay status, we use the relevant premiums provided on participant records. In cases where the carrier elections are unknown, we will assume the participant elects carriers in the same proportion as current retirees in that group. The table below shows the distribution of medical insurance carriers for retirees as of June 30, 2016 and premium rates for the premium year ending May 31, 2017.

Carrier	Under Age 65			
	Election Percent			
	Assumed		2016-2017	2017-2018
County Health Plan PPO	17%	Single	\$1,296.18	N/A
		Participant + 1	2,547.92	N/A
County Health Plan EPO	5%	Single	1,067.38	N/A
		Participant + 1	2,085.06	N/A
Kaiser Permanente (California) Traditional HMO	63%	Single	695.44	\$754.14
		Participant + 1	1,390.90	1,508.29
Kaiser Permanente (California) Hospital Service DHMO	4%	Single	559.94	607.20
		Participant + 1	1,119.88	1,214.40
Kaiser Permanente (California) Deductible First DHMO	4%	Single	519.60	563.45
		Participant + 1	1,039.20	1,126.91
Sutter Health Plan HMO	7%	Single	575.06	575.06
		Participant + 1	1,150.20	1,150.20
Western Health Advantage HMO	0%	Single	667.36	694.38
		Participant + 1	1,334.72	1,388.78

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Retiree Health Insurance Premiums Used in the June 30, 2016 Valuation (continued)

	Age 65 and Over		
	Election Percent	Single Party Over 65	
Carrier	Assumed	2016-2017	2017-2018
County Health Plan PPO	35%	N/A	N/A
County Health Plan EPO	0%	N/A	N/A
Kaiser Senior Advantage	45%	\$325.59	\$322.33
UHC AARP*	20%	\$217.84	N/A
<i>* Average based on premiums for various areas, as reported for current retirees.</i>			

EXHIBIT 2**Actuarial Assumptions Current Plan (Continued)**

Dental Subsidy

Because most retirees are assumed to pay the full cost of dental insurance, dental benefits will not be included in this valuation. County paid dental coverage will not be valued as the number of current and future retirees eligible for this benefit is de-minimis.

Medicare Part B Subsidy

We have assumed that the County of Sonoma will reimburse the basic monthly premium of \$96.40 for 2009 and thereafter with no future increases. We have assumed that retirees will pay any additional premium.

In addition, employees hired after December 31, 2008 will not receive County paid reimbursement for Medicare Part B premiums.

EXHIBIT 3**Summary of Current Plan**

This exhibit summarizes the major benefit provisions as included in the valuation. To the best of our knowledge, the summary represents the substantive plans as of the measurement date. It is not intended to be, nor should it be interpreted as, a complete statement of all benefit provisions.

Eligibility:

Participant must retire directly from County service, covered under a medical plan of the County at the time of retirement, and be eligible to receive a monthly pension from the Sonoma County's Employees Retirement Association (SCERA) defined benefit pension plan at the time of retirement.

- For retirees hired prior to January 1, 2009 and retired after June 30, 2016 with 10 years of service is required to receive County subsidy of up to \$500 per month.
- For Employees hired after December 31, 2008 will not be eligible for the \$500 per month subsidy or the Medicare Part B Subsidy. They will continue to receive the implicit subsidy.
- For retirees hired prior to January 1, 2009 and retired by June 30, 2016 with 10 years of service is required to receive County
 - Subsidized (up to \$500 per month contribution) medical coverage from June 1, 2016 through May 31, 2026
 - Subsidized (up to \$200 per month contribution) medical coverage from June 1, 2026 through May 31, 2041

Effective April 10, 2007, certain identified disability retirees were subject to the same service requirements as regular retirees.¹

In the case of a line-of-duty death, dependents of the deceased law enforcement member(s) are eligible to receive County-subsidized medical coverage.²

¹ *Certain identified disability retirees offered medical benefits prior to 2007 were allowed to keep this coverage with a reduced subsidy, even if they did not meet the 10-year requirement.*

² *Pursuant to California Labor Code §4856.*

EXHIBIT 3**Summary of Current Plan (Continued)**

Benefit Types:	<p>Retirees are eligible for medical and drug benefits provided under two self-insured indemnity plans administered by Anthem Blue Cross (County Health Plan PPO or County Health Plan EPO). In addition, retirees not yet eligible for Medicare can enroll in any of three Kaiser plans, any of three Sutter Health plans, or any of three Western Health Advantage plans, while retirees eligible for Medicare can enroll in a Kaiser HMO or a UHC AARP HMO. Medicare Part B premiums are reimbursed by the County to eligible retired members at a fixed contribution of \$96.40 per month, but not to dependents.</p> <p>In addition, retirees are eligible for dental benefits from Delta Dental at full cost to the retiree. Since these benefits are fully paid by the retirees, they have been excluded from this valuation.</p>
Duration of Coverage:	Except as noted above, lifetime, subject to continuing support by the Board of Supervisors
Dependent Benefits:	Same as retirees
Dependent Coverage:	Benefits are available for dependents. However, the County does not subsidize coverage for all dependents, except as noted in footnote 2 on the prior page.
County Contributions Toward Benefit:	<p>Retirees may elect to enroll in any County offered medical plan and shall pay for all costs in excess of the County contribution dollar amount. For plans with premiums under the dollar subsidy level, the County will pay the full cost of the coverage up to that subsidy level per month.</p> <p>Most retirees are responsible for the full cost of dental coverage. Therefore, no retiree dental costs have been reflected in this valuation.</p>
Medicare Integration for the PPO Plan:	Carve-out method in which the plan benefit is first determined without regard to Medicare payments, and is then reduced by the amount of such payment

EXHIBIT 4**Summary of Participant Data**

June 30, 2016**Sonoma County Law
Enforcement Management
Association
(SCLEMA 0044)****Active Participants***

Number	22
Average age	49.1
Average years of service	17.5
Average expected retirement age	55.5

** Actives hired prior to January 1, 2009*

OFFICE OF THE COUNTY ADMINISTRATOR



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COUNTY ADMINISTRATOR

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ASSISTANT COUNTY ADMINISTRATOR

NIKI BERROCAL
DEPUTY COUNTY ADMINISTRATOR

MICHAEL GOSSMAN
DEPUTY COUNTY ADMINISTRATOR

TO: Board of Supervisors

FROM: Sheryl Bratton, County Administrator

DATE: 10/9/2018

SUBJECT: Acknowledgment of Understanding of Current and Future Cost of the County's Other Post-Employment Benefits – Benefit changes re: Article 6.2 of the Memorandum of Understanding between the County of Sonoma and the Sonoma County Law Enforcement Managers Association

This memo is to let you know that I, as your Chief Executive Officer of the County of Sonoma, for the purposes of California Government Code Section 7507, have read and understand the Segal Consulting reports dated September 10, 2018, with respect to the current and future costs of the County's Other Post Employment Benefits as determined by the Segal Company for the Sonoma County Law Enforcement Manager's Association as to the approval of the benefit changes to the Memorandum of Understanding (MOU) for the period of September 25, 2018 through July 2, 2019.

Sincerely,

A handwritten signature in blue ink, appearing to read "S Bratton", with a long horizontal flourish extending to the right.

Sheryl Bratton
County Administrator



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 9, 2018

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Karen Davis-Brown, 565-1359

Supervisorial District(s):

Second

Title: Tolay Lake Regional Park Master Plan and Environmental Impact Report

Recommended Actions:

Hold a public hearing and Adopt a Resolution that:

- 1) Certifies the Final Environmental Impact Report for the Tolay Lake Regional Park Master Plan;
- 2) Adopts a statement of overriding considerations for the project;
- 3) Approves the Tolay Lake Regional Park Master Plan;
- 4) Amends the General Plan land use designation and zoning of the eight (8) park parcels from LEA (Land Extensive Agriculture) and LIA (Land Intensive Agriculture) to PQP (Public Quasi Public) and PF (Public Facilities), respectively; and
- 5) Designates the park property as an "Existing Park" on the General Plan Open Space maps.
- 6) Extend the Memorandum of Agreement (MOA) for the Tolay Lake Regional Park Master Plan and Environmental Review Process Between the County of Sonoma and the Federated Indians of Graton Rancheria (FIGR), to October 9, 2019.

Executive Summary:

Since its acquisition, the 3,434 acre park property has been envisioned as a regional recreational destination for residents of the County in a part of the County where there are no large regional parks. The park is currently open for public use under the Park's 2008 Interim Public Use and Management Plan (Interim Plan). The Interim Plan restricts access to permit holders who may only use the northern half of the park from Friday to Sunday. The only other opportunities for the public to access the park is during the Tolay Fall Festival and school outdoor education programs.

Sonoma County Regional Parks (Regional Parks) has prepared a Master Plan for Tolay Lake Regional Park that will provide full public access, guide future park development, and protect natural and cultural resources while providing a variety of recreation and educational uses. Its many benefits include: providing more park recreational areas in an area underserved by parks, improving public health through outdoor recreation participation, conserving unique and sensitive cultural and natural resources, preserving and interpreting unique Native American history, enhancing Tolay Lake and

wetland habitat, demonstrating the benefits of local agricultural and ranching to visitors, and improving climate resilience.

An Environmental Impact Report (EIR) has been prepared to evaluate the potential impacts of Master Plan implementation. The EIR concludes that most environmental impacts of the project would be mitigated to a less than significant level, with the exception of public recreation, noise and traffic. During the public comment review period, comments received elicited minor modifications to the EIR. On August 16, 2018, at the final public hearing, the Planning Commission voted unanimously (vote 5-0), to recommend to the Board of Supervisors that the Tolay Lake Regional Park Final EIR be certified and the Master Plan adopted.

Discussion:

Background:

Tolay Lake Regional Park is approximately 3,434 acres in size and is located about 5 miles southeast of the City of Petaluma, at 5869 Cannon Lane. The Sonoma County Agricultural Preservation and Open Space District (District) and its partners purchased Tolay Lake Ranch, a roughly 1,769-acre property, on September 27, 2005. At the close of escrow, title was transferred to Regional Parks and the District retained a Conservation Easement on the property. On March 3, 2017, the Sonoma Land Trust transferred ownership of an adjacent property, the 1,665-acre Tolay Creek Ranch, to Regional Parks. The District retains a Conservation Easement on the property.

Tolay Lake Regional Park is named for the approximately 200-acre shallow seasonal lake in the center of the valley. The property also includes 4.5 miles of Tolay Creek, as well as other streams and artificial ponds. Several types of roads and trails connect the project area to the surrounding community and provide a circulation network within the project area. The historic Cardoza Ranch homestead is located in the northwest corner of the Park, just west of Tolay Lake, and includes former homes, barns, a granary, creamery and other agricultural structures.

The Coast Miwok prehistorically inhabited the land and the lake served as a spiritual center and place for tribes to gather for trade. The Native American archaeology, history, and culture of the site is unparalleled in California, and has the potential to provide numerous research and educational opportunities.

Since European missionaries and settlers arrived in the early 19th century, the area has been used for agricultural production, mainly hay farming and grazing. The lake was tilled and drained to allow for agricultural uses from the 1870's to the acquisition of the property by Regional Parks in 2005. Regional Parks has managed the lake to protect natural and cultural resources and to minimize flood risk. Regional Parks no longer uses the lakebed for agricultural crop production. In an effort to support water-dependent ecosystems and reduce neighbor flooding Regional Parks has conducted numerous lake hydrology studies to determine stable lake levels to inform both lake management and restoration.

The Park is currently open for public use under the Park's 2008 *Interim Public Use and Management Plan*. The Interim Plan restricts access to permit holders who may only use the northern half of the park from Friday to Sunday. The only other opportunities for the public to access the park is during the Tolay Fall Festival and school outdoor education programs.

Under the proposed Master Plan, the entire Tolay Lake Regional Park would be open to the public seven days a week for both day use activities and hike-in camping.

Tolay Lake Regional Park Master Plan.

The Master Plan proposed represents a collaborative effort between Regional Parks and the Federated Indians of Graton Rancheria. The Master Plan is intended to guide development, park improvements, and public access, and will be phased in over the next 35 years. Implementation of the Master Plan will enable cultural interpretation and education, full use of the recreational potential of the Park, and restoration and enhancement of the property's diverse natural resources.

The Master Plan consists of conceptual plans for physical improvements, a resource management plan, education and interpretive plan, trails plan, lake restoration, and operations and maintenance activities. Improvements include multi-use and hiking trails, equestrian facilities, a park complex and visitor center with interpretive and educational facilities, as well as improved restrooms and parking. The Master Plan provides recommendations for: habitat restoration including the restoration of Tolay Lake and Tolay Creek; the protection and interpretation of the significant cultural and natural resources of the property, including a schedule of tasks for long-term monitoring of resources; and management recommendations for grazing operations, as well as improvements in fencing, and exclusion zones of sensitive resources.

The types of recreational activities proposed for the site include: nature study and outdoor educational programs, hiking, docent led walks, horseback riding, mountain biking, group and family picnicking, bird watching, both individual and group camping on a permit basis, and other types of passive recreation.

Public Participation. Regional Parks conducted extensive community outreach to solicit input from a diverse group of neighbors, stakeholders, and future park users during master plan preparation. The community was asked to help generate the goals and objectives, develop a list of appropriate uses, and comment on the concept designs for future park improvements during three community workshops. Community input was also obtained from a project focus group, online survey, and conversations with key stakeholders. Regional Parks held multiple meetings with individual neighboring landowners throughout the process. In addition, Regional Parks has worked and consulted with the Federated Indians of Graton Rancheria, Sonoma Land Trust, and the Sonoma County Agricultural Preservation and Open Space District throughout the planning process.

Environmental Impact Report.

The Draft Environmental Impact Report (EIR) was prepared to evaluate the environmental impacts of the proposed Tolay Lake Regional Park Master Plan. Preparation of the EIR began on June 26, 2015 with the release of the Notice of Preparation. The Notice of Preparation was published to notify agencies and interested parties that an EIR was to be prepared for the project. A public (scoping) meeting was held on July 21, 2015 to receive input from the public on what environmental impacts should be studied and potential alternatives to consider.

The County prepared a Notice of Completion and Draft EIR, which was circulated through the State Clearinghouse (State Clearinghouse Number 2015062084) for agency and public comment, for a period of 45 days, from January 10, 2017, through February 23, 2017.

On September 28, 2017, the Planning Commission held a noticed public hearing to receive public comments and review the Draft EIR, as required by Chapter 23A of the County Code. The County then prepared a Final EIR. On August 16, 2018, the Planning Commission held a second noticed hearing and adopted a resolution recommending that the Board of Supervisors certify the EIR and approve the project.

The Final EIR prepared for the Park Master Plan project includes responses to each of the comments received on the Draft EIR, including comments from the Planning Commission, individuals at the public hearing, and written comments received from organizations, agencies, and individuals during the review period for the Draft EIR. The comments covered a wide range of topics such as those listed below:

- Agriculture - Minimize livestock concentration and trampling.
- Vegetation Management – Eradicate invasive plants. Plant native species. Manage vegetation for fire safety.
- Lake Hydrology – Manage lake water levels to ensure water recedes from the neighboring property by early spring.
- CEQA baseline – Question the use of the Notice of Preparation publication date (June 26, 2015) as the baseline date for evaluating impacts in relation to lake levels and hydrological impacts.
- Historic Resources – Pursue Historic Landmark Designation.

The Final EIR also includes revisions made in response to comments received, as well as some minor staff-initiated changes. The revisions to the EIR are included in Section III of the Final EIR. None of the revisions identified any new impacts, more severe impacts, or mitigation measures that are significantly different from those previously discussed in the Draft EIR.

Discussion of Issues

Amendments to General Plan and Zoning. The Tolay Lake Regional Park has been determined to be consistent with the General Plan. However, the General Plan (Policy OSRC-17a) states that the "Public-Quasi Public/Park" designation should be applied to all existing local, County, and State parklands. The General Plan land use and Zoning for the vast majority of the park property, about 3,100 acres, is LEA (Land Intensive Agriculture). The remaining 300 acres of the park is designated LIA (Land Intensive Agriculture). The project includes amendments to the Regional Park's General Plan land use designation and zoning to PQP (Public Quasi Public) and PF (Public Facilities), respectively. Regional Parks is proposing these amendments to be in keeping with General Plan policy.

In addition, only the Tolay Lake Ranch property (northern half of the park) is recognized on the current General Plan Open Space Maps (Figures OSRC-5h & OSRC-5i) as an "Existing Park." Therefore, Regional Parks is proposing that these maps be updated to show the entire park facility as existing parkland.

Extension of Memorandum of Agreement between Regional Parks and the Federated Indians of Graton Rancheria. Regional Parks and the Federated Indians of Graton Rancheria (FIGR) have an existing agreement as part of the acceptance of FIGR's \$500,000 donation towards the Tolay Lake Regional Park Master Plan and EIR. The purpose of the agreement was to formalize: 1. Protocols regarding communication; 2. Procedures for tribal monitoring during ground-disturbing activities, including archaeological investigations; and, 3. Agreements regarding the treatment of cultural resources within Tolay Lake Regional Park. The agreement is set to expire with the certification of the EIR.

The purpose of this First Amendment to the MOA is to extend the expiration while the County and FIGR negotiate a Co-Management Agreement for the Tolay Lake Regional Park. A future co-management agreement will be negotiated by the Parties to establish the protocols and procedures for co-management; including: protection and preservation of cultural resources, roles and responsibilities, joint management opportunities, shared stewardship, record sharing, mutual cooperation, tribal monitoring during ground-disturbing activities, archaeological investigations, if necessary, and

treatment of cultural resource within the park. Extension of the MOA to October 9, 2018 provides time for the Parties to negotiate a co-management agreement for Tolay Lake Regional Park.

Lake Management Plan. Regional Parks obtained a report on the history of water levels for Tolay Lake in order to respond to comments concerning lake-hydrology. The *Tolay Lake Draft Comparison Report* is included as an appendix to the EIR (Appendix H, Additional Hydrologic Analysis) and is located at the end of the Final EIR document. The report confirms that the lake is an extremely dynamic system that has evolved over time. There has been an increase in seasonal inundation of a neighboring hay field planted directly adjacent to the park property line.

The report in Appendix H was used to develop an *Interim Lake Management Plan and Interim Management Agreement (the Lake Management Plan)*, which was negotiated with a neighboring property owner. The Lake Management Plan includes specific actions to improve the speed of lake-drawdown after storm events, including specific culvert maintenance, vegetation management, lake pumping, as well as lake monitoring. The Lake Management Plan is included in Appendix H of the EIR (and in the last section of Final EIR document). The Lake Management Plan is not required by CEQA, but it has been incorporated into the project as part of a negotiated resolution of the concerns of the impacted neighbor.

Significant and Unavoidable Impacts. The EIR identifies the significant environmental impacts that would result from implementation of the Park Master Plan, as well as ways to avoid or minimize the impacts. The vast majority of the environmental impacts identified by the EIR can be fully mitigated. However, the EIR determined that some impacts related to traffic and noise cannot be further mitigated. These impacts are significant and unavoidable.

- **Noise:** Implementation of the Park Master Plan would result in an increase in ambient noise levels from increased traffic on Cannon Lane. Five residences along Cannon Lane are setback from the edge of the road 900 feet with the exception of one residence that is setback approximately 200 feet from the road at its closest point. Current noise levels along Cannon Lane are approximately 31 to 32 decibels, which is relatively quiet. Full implementation of the proposed Park Master Plan is expected to increase ambient noise levels from approximately 37 to 44 decibels, which is comparable with the noise of a bird call. Although this noise is not particularly loud and would not exceed the Maximum Allowable Exterior Noise standards of the General Plan, an incremental increase in ambient noise levels of 5 decibels or more reaches the County's threshold of significance.
- **Traffic (Lakeville Highway (SR 116)/Stage Gulch Road):** Allowing public access to the park is expected to increase average side street delay by more than five seconds. The project would also result in a drop in the acceptable Level of Service from D (a delay of 25 to 35 seconds), to unacceptable Level of Service E (35 to 50 second delay) for this intersection during the weekend midday peak hour.

The intersection currently warrants a new traffic signal or roundabout based on traffic signal warrants and existing traffic volumes. There is currently no funding mechanism that provides a feasible method for making the improvements that would avoid these traffic impacts within a reasonable amount of time. Therefore, the impact is significant and unavoidable.

- **Public Services Recreation:** The implementation of the Master Plan creates a need for park facilities that could have significant impacts, as noted above.

This proposed action is the culmination of years of work and extensive community and stakeholder engagement.

Summary of Requested Action

Hold a public hearing and adopt a Resolution that

- 1) Certifies the Final Environmental Impact Report for the Tolay Lake Regional Park Master Plan;
- 2) Adopts a statement of overriding considerations for the project;
- 3) Approves the Tolay Lake Regional Park Master Plan;
- 4) Amends the General Plan land use designation and zoning of the eight (8) park parcels from LEA (Land Extensive Agriculture) and LIA (Land Intensive Agriculture) to PQP (Public Quasi Public) and PF (Public Facilities) respectively; and
- 5) Designate the park property as an “Existing Park” on the General Plan Open Space maps.
- 6) Extend the MOA between Regional Parks and the FIGR for the Tolay Lake Regional Park to October 9, 2019.

Prior Board Actions:

August 16, 2016, Board authorized the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide additional funds for consulting services for the Master Plan and Environmental Impact Report.

May 24, 2016, Board approves County acquisition of the Tolay Creek Ranch property from the Sonoma Land Trust.

December 2, 2014, Board recommended the Chair to amend the Professional Services Agreement with Moore Iacofano Goltsman, Inc. to provide additional funds for consulting services for the Master Plan.

September 11, 2012, Board authorizes the Regional Parks Director to enter into a Professional Services Agreement with Moore Iacofano Goltsman, Inc. to develop the Tolay Lake Regional Park Master plan.

August 9, 2011, Board approved a cooperating agency agreement between the County and the Federated Indians of Graton Rancheria (FIGR), and grant of \$500,000 from the FIGR for the Master Plan.

March 1, 2011, Board approved \$300,000 grant from the State Coastal Conservancy for the Master Plan.

May 29, 2009, Approved the Settlement Agreement for Interim Park Plan including payment of \$75,000 to resolve all pending disputes concerning access to Tolay Lake Regional Park via Cannon Lane.

December 9, 2008 the Board adopted the Tolay Lake Regional Park Interim Public Access & Resource Management Plan opening the park on a limited and interim basis.

November 6, 2007 the Sonoma County Agricultural Preservation and Open Space District Board approved acquisition of a Conservation Easement with Sonoma Land Trust for Tolay Creek Ranch.

September 27, 2005 concurrent actions by District Board and the Board of Supervisors approving acquisition of Tolay Lake Ranch.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Approval of the project will provide additional recreational, health, and education opportunities for county residents and visitors.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
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:			
The park is now operating as Regional Park and there is no fiscal impact as a direct result of certifying the Final EIR and approving the project. The development of the Master Plan will be built in phases as acquired funding allows. Approval of the project will allow public access to the established park seven days a week.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment #1 - Resolution			
Related Items "On File" with the Clerk of the Board:			
Tolay Lake Regional Park Master Plan			

Tolay Lake Regional Park Draft Environmental Impact Report
Tolay Lake Regional Park Final Environmental Impact Report
Extension of the Memorandum of Agreement for Tolay Lake Regional Park between Sonoma County
Regional Parks and the Federated Indians of Graton Rancheria



County of Sonoma

State of California

Date: October 9, 2018

Item Number: _____

Resolution Number: _____

Karen Davis-Brown, Regional Parks
Permit Sonoma File PLP12-0016

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Certifying an Environmental Impact Report, Making Findings Pursuant to CEQA, Adopting a Park Master Plan, Amending the General Plan Land Use and Zoning of the 3,402 Acre Park from Land Intensive Agriculture (LIA) and Land Extensive Agriculture (LEA) to Public/Quasi-Public (PQP) and Public Facilities (PF), respectively, and Amending the General Plan Open Space Maps to Reflect the Existing Public Park located at 5869 Cannon Lane, Petaluma; APNs 068-060-057 & 058, 068-070-004 & 005, 068-080-001 & 007, 068-090-022 & 024; Supervisorial Districts 1 and 2.

RESOLVED, that the Board of Supervisors (“the Board”) of the County of Sonoma hereby finds as follows.

1. APPLICATION AND PROJECT

1.1. Sonoma County Regional Parks (Regional Parks) started work on the Tolay Lake Regional Park Master Plan (the “Project”) on September 11, 2012. The Master Plan would develop the existing Tolay Lake Regional Park (Park) with a variety of proposed recreation and education uses while protecting natural and cultural resources. The Park is located at 5869 Cannon Lane, Petaluma; APNs 068-060-057 & 058, 068-070-004 & 005, 068-080-001 & 007, 068-090-022 & 024; Zoned LIA (Land Intensive Agriculture) and LEA (Land Extensive Agriculture). All parcels include Riparian Corridor (RC) and Valley Oak Habitat (VOH) Combining Zones. The southernmost portion of the Park adjoining SR 121 includes a Scenic Resources Combining District (SR). Three portions of the Park south of Tolay Lake include a Geologic Hazard Combining District (G). The Park is located in Supervisorial Districts 1 and 2.

2. PROCEDURAL HISTORY

2.1 On April 20, 2004 the Sonoma County Agricultural Preservation and Open Space District (District) Board authorized the General Manager of the District to execute a one-year option agreement with the Cardoza family to purchase the Tolay Lake Ranch for

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\$18,000,000 to establish a Regional Park. In the ensuing months, the District and Regional Parks conducted due diligence and campaigned to raise acquisition funds from various state and private sources. On September 27, 2005 the District Board and the Board of Supervisors concurrently approved acquisition. On November 6, 2007, the District Board approved acquisition of a Conservation Easement with Sonoma Land Trust for the 1,665-acre Tolay Creek Ranch. On December 9, 2008, the Board of Supervisors approved a Mitigated Negative Declaration for the Tolay Lake Regional Park Interim Public Access & Resource Management Plan. Regional Parks currently operates the park pursuant to that plan, which strictly limits access to the northern half of the park to permit holders Friday through Sunday.

2.1. On June 29, 2015, the County circulated a Notice of Preparation (NOP) to governmental agencies and organizations and other persons interested in the Project. The comment period on the NOP opened on June 29, 2015 and closed on July 29, 2015. The County held a public scoping meeting on Tuesday, July 21, 2015. Oral and written comments received in response to the NOP were used to determine the scope of the Draft EIR.

2.2. The County prepared a Notice of Completion and Draft Environmental Impact Report (Draft EIR), which was circulated through the State Clearinghouse (State Clearinghouse Number 2015062084) for agency and public comment for a period of 45 days, from January 10, 2017 through February 23, 2017.

2.3. On September 28, 2017, the Planning Commission conducted a duly noticed public hearing where all interested persons were given an opportunity to be heard, in compliance with Chapter 23A of the County Code. The Planning Commission heard and considered oral and written testimony and evidence presented or filed regarding the Project. The Planning Commission then directed staff to prepare the Final EIR and continued the hearing.

2.4. The County prepared a Final Environmental Impact Report (Final EIR) responding to comments on the Draft EIR. On August 16, 2018, and in compliance with Chapter 23A of the County Code, the Planning Commission conducted a second public hearing and received all relevant oral and written testimony and evidence presented or filed regarding the Project and the Final EIR prepared to analyze the Project. All interested persons were given an opportunity to be heard. At the conclusion of the public hearing, the Planning Commission discussed the Project, and on a 5 – 0 vote recommended that the Board of Supervisors adopt the Tolay Lake Regional Park Master Plan, certify the Final Environmental Impact Report, amend the General Plan land use designation and zoning of the eight (8) park parcels from LEA (Land Extensive Agriculture) and LIA (Land Intensive

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Agriculture) to PQP (Public Quasi Public), and designate the park property as an “Existing Park” on the General Plan Open Space maps.

3. CEQA FINDINGS ON IMPACTS

3.1. The Board finds that the EIR appropriately identified topics for which impacts were found to be less than significant, as summarized in Section 4.1 of the Draft EIR, to focus the EIR on significant environmental issues.

3.2. The Final EIR discloses that the Project poses certain potentially significant adverse environmental impacts, but that feasible mitigation measures have been required or incorporated into the Project to lessen or avoid the potentially significant impacts. The Board hereby finds that the adopted mitigation measures are changes or alterations that have been required in, or incorporated into, the Project which mitigate or avoid significant effects on the environment, as set forth in Exhibit A. This exhibit does not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, Exhibit A provides a summary description of each significant impact, identifies the mitigation measures discussed in the Final EIR and adopted by the Board, and states the Board’s findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the Final EIR’s determinations regarding the Project’s impacts and mitigation measures designed to address those impacts. In making these findings, the Board ratifies, adopts, and incorporates the analysis and explanation in the Final EIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, except to the extent that any such determinations and conclusions are specifically and expressly modified by these findings.

3.3 The Board finds that the following impacts will be less than significant, or not cumulatively considerable in the case of cumulative impacts, without the imposition of mitigation measures: Air Quality, Geology and Soils, Greenhouse Gases, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Minerals, Population and Housing, Utilities, Impact AES-1, Impact AES-2, Impact AES-3, Impacts AG-1, AG-2, AG-3, AG-4, AG-5, Impacts BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, Impacts CULT-1, CULT-2, and CULT-3, Impacts HYD-1, HYD-2, HYD-3, HYD-4, HYD-5, HYD-6, HYD-7, HYD-8, HYD-9, Impact NOI-1, Impact NOI-2, Impact NOI-3, Impact NOI-4, Impacts PUBREC-1, PUBREC-2, Impacts TRAF-4 and TRAF-5, and Impacts UTIL-1, UTIL-2, UTIL-3, UTIL-4, UTIL-5, UTIL-6, UTIL-7.

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The Board further finds that the following impacts will be less than significant with the imposition of the listed mitigation measures: Aesthetic Resources (MM AES-4); Biological Resources (MM BIO-6a, MM BIO-6b); Cultural Resources (MM-CULT-4, MM CULT-5 MM CULT-6); and Traffic (MM TRAF-2, MM TRAF-3, MM TRAF-6, MM TRAF-12).

3.4. The Board further finds that the following significant impacts will be significant and unavoidable: Noise Impact NOI-5, Public Services and Recreation Impact PUB/REC-3, Traffic Impact TRAF-1, and Traffic Impact TRAF-7. Feasible mitigation measures that address these impacts are not available. The noise impacts are minor, but are inherent to the project. For the traffic impacts, there is no funding mechanism that provides a potentially successful method for making the improvements that would avoid these impacts within a reasonable amount of time. For PUB/REC-3, the implementation of the Master Plan creates a need for park facilities that could have significant impacts, as noted above.

3.5. In making these findings, the Board has considered the opinions of other agencies and members of the public, including opinions that either explicitly or implicitly disagree with some of the analysis or significance thresholds used in the EIR. The Board finds that the determination of significance thresholds is a judgment within the discretion of the Board; the significance thresholds used in the EIR are supported by substantial evidence in the record, including the expert opinion of the EIR preparers and County staff; and the significance thresholds used in the EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. The EIR relied on significance criteria for evaluating impacts that are tailored to this type of project. The criteria used in this EIR to determine whether an impact is or is not "significant" are based on (a) CEQA-stipulated "mandatory findings of significance" listed in CEQA Guidelines section 15065; (b) the relationship of the project effect to the adopted policies, ordinances and standards of the County and of responsible agencies; and (c) commonly accepted practice and the professional judgment of the EIR authors and County staff.

4. CEQA FINDINGS ON EIR ALTERNATIVES

4.4. The purpose of the discussion of alternatives in an EIR is to provide a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. The range of alternatives describes those that could feasibly accomplish most of the basic objectives of the Project and could avoid or substantially lessen significant effects. A feasible alternative is an alternative capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social and technological factors, and other considerations.

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4.5. State CEQA Guidelines section 15126.6 provides that an EIR need not consider every conceivable alternative to a project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. The discussion of alternatives need not be exhaustive.

4.6. The Final EIR satisfies the requirements of CEQA by providing a reasonable range of alternatives, each of which is intended to address potential means by which the unavoidable adverse impacts of the Project can be lessened.

4.7. The EIR explains that two alternatives were considered but not carried forward for detailed analysis. These include an alternate site, and the continuation of a permit system-based alternative. The EIR analyzed two other alternatives to reduce visitor traffic generated noise along Cannon Lane. The Traffic Control Alternative (Alternative B) would implement traffic controls on a daily basis to limit the number of vehicles traveling to and from the Park along Cannon Lane to reduce Significant and Unavoidable noise impacts. The Property Acquisition Alternative (Alternative C) would involve purchasing private properties along Cannon Lane that were considered to be most sensitive to visitor traffic generated noise.

4.8. The EIR satisfies the requirements of CEQA by providing a reasonable range of alternatives, each of which would reduce the unavoidable adverse impacts of the Project. Although the alternatives may lessen significant effects identified for the Project, they would result in other potentially significant impacts, are infeasible, or do not result in a reduction of overall impacts, relative to the Project.

4.9. Given the goal of reducing environmental impacts, the alternatives developed for evaluation in the EIR included the No Project Alternative (Alternative A), the Traffic Control Alternative (Alternative B), the Property Acquisition Alternative. (Alternative C). The Board concurs with the findings in the Final EIR with respect to these alternatives, which are summarized in Section 3 of the Final EIR. The Board finds that the Final EIR evaluates a reasonable range of alternatives. The Board further finds that Alternatives A and B would not adequately meet project objectives (which include the opening of the Park to the public) and therefore these alternatives are not feasible. The Board finds that Alternative C is potentially feasible, but not actually fiscally feasible when considered in light of the Board's many other budget priorities.

5. CEQA EIR CERTIFICATION

5.4. The Draft EIR was completed, noticed, and made available for public review in accordance with all procedural and substantive requirements of CEQA and the State CEQA Guidelines.

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5.5. The Final EIR was presented to the Supervisors and the Supervisors reviewed and considered the information contained in the Final EIR prior to taking action on the Project.

5.6. The Final EIR reflects the independent judgment and analysis of the Board of Supervisors.

5.7. The Final EIR represents a good faith effort to provide full and adequate disclosure of the environmental impacts of the Project.

5.8. The Final EIR constitutes an adequate, accurate, objective, and complete EIR for the purpose of reviewing and approving the Project.

5.9. The Final EIR was completed in accordance with all procedural and substantive requirements of CEQA and the State CEQA Guidelines.

5.10. Although in response to comments, additional information was included in the Final EIR that amplifies and clarifies information provided in the Draft EIR, the conclusions in the Draft EIR regarding the impacts of the Project and the significance of those impacts have not changed. No significant new information was added that would trigger recirculation of the Draft EIR under CEQA or the State CEQA Guidelines.

6. STATEMENT OF OVERRIDING CONSIDERATIONS

6.4. Because the adoption of all feasible mitigation measures will not reduce all significant adverse environmental effects caused by the Project to a level that is less than significant, the Board adopts this Statement of Overriding Considerations concerning the Project's unavoidable significant impact. The Board finds that the Project's benefits override and outweigh its unavoidable impacts on the environment as set forth below.

6.5. It has been the policy goal of the Sonoma County Board of Supervisors to fully open the Tolay Lake Regional Park since the acquisition of the property. The Tolay Lake Master Plan would develop the proposed Park with a variety of recreation and education uses while protecting natural and cultural resources. It would serve as a regional destination for residents of the County in a part of the County where there are currently no large regional parks. The Park offers multiple public benefits including: providing more park recreational areas in areas underserved by parks, improving public health through outdoor recreation participation, conserving unique and sensitive cultural and natural resources, restoring Tolay Lake, demonstrating the benefits of local agricultural and ranching activity to visitors, and improving climate resilience. Overall, the Tolay Lake Regional Park will be beneficial to the environment.

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6.6. When deciding whether to approve Tolay Lake Regional Park Master Plan, the Board is faced with some limited significant impacts. When considering the significant benefits outlined in this Statement of Overriding Consideration against limited impacts, the balance of weight clearly falls in favor of the merits of the Tolay Lake Regional Park Master Plan and its benefits.

6.7. Notwithstanding the identification and analysis of the impacts that are identified in the Final EIR as being significant and potentially significant, which may not be avoided, lessened, or mitigated to a level of insignificance, the Board of Supervisors, acting pursuant to Public Resources Code Section 21081 and Section 15093 of the State CEQA Guidelines, hereby determines that specific economic, legal, social, technological and other benefits of the Tolay Lake Regional Park Master Plan, as set forth above, outweigh any unavoidable, adverse impacts of the Master Plan, and that Master Plan should be adopted.

7. GENERAL PLAN AND ZONING CONSISTENCY

7.4. The General Plan land use and zoning for the vast majority of the park property (approximately 3,100 acres) is Land Intensive Agriculture. The remaining 300 acres of the park is designated Land Intensive Agriculture. The General Plan Consistency Analysis, prepared by PRMD staff on January 5, 2017, determined the Park to be consistent with the General Plan, but also supported the proposed amendments to General Plan land use and zoning for consistency with General Plan Policy OSRC-17a. General Plan Policy OSRC-17a states that the "Public-Quasi Public/Park" designation should be applied to all existing local, County, and State parklands. Therefore, the project includes amendments to the General Plan land use designation and zoning of the park from LEA (Land Extensive Agriculture) and LIA (Land Intensive Agriculture) to PQP (Public Quasi Public) and PF (Public Facilities), respectively.

7.5. The Project has also been found to be consistent with the relevant policies of the Archaeological, Cultural and Historical Resources Policy of the General Plan. The Cardoza Ranch contains many historic structures and is considered eligible for listing in both the National Register of Historic Places and the California Register of Historical Resources. Regional Parks will pursue Historic Landmark designation and Landmarks Commission review prior to any alteration or demolition of a historic structure at the park as set forth in the EIR and consistent with General Plan policies.

7.6. A portion of the park property has been designated a Scenic Landscape Unit (see General Plan figures OSRC-5h and OSRC-5i). Existing and new structures will be located in the section of the park referred to as the park complex. The park complex is not located in a designated scenic

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area, and no conflicts with the Open Space Element's Scenic Resource section would result from this approval.

7.7. Tolay Lake Regional Park includes many miles of streams that have been designated Riparian Corridors and zoned RC (Riparian Corridor). The General Plan Open Space Element and Zoning Code establishes streamside conservation areas and sets forth policies and regulations for the protection of riparian corridors and the benefits they provide. The General Plan Consistency Analysis, prepared by PRMD staff on January 5, 2017, determined that the Resource Management Plan of the Park Master Plan includes protections which equal or exceed the protections provided by the General Plan and RC combining zone. Therefore, the Consistency Analysis concluded that the Park Master Plan is consistent with the both the General Plan Policy for Riparian Corridors and the RC combining zone.

7.8. The Board finds that the Tolay Lake Regional Park Master Plan is consistent with the Sonoma County General Plan.

7.9. With the imposition of the attached mitigation measures developed pursuant to CEQA in the EIR, the establishment, maintenance, or operation of the use for which application is made will not, under the circumstances of this particular case, be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the neighborhood of such use, nor detrimental or injurious to property and improvements in the neighborhood or the general welfare of the area.

8. EVIDENCE IN THE RECORD

8.4. The findings and determinations set forth in this resolution are based upon the record of these proceedings. References to specific statutes, ordinances, regulations, reports, or documents in a finding or determination are not intended to identify those sources as the exclusive basis for the finding or determination.

Now, Therefore, Be It Resolved that based on the foregoing findings and determinations and the record of these proceedings, the Board hereby declares and orders as follows:

1. The foregoing findings and determinations are true and correct, are supported by substantial evidence in the record, and are adopted as hereinabove set forth.

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2. The Board certifies that the Final EIR has been completed in compliance with CEQA, that the Final EIR was presented to the Board and that the Board reviewed and considered the information contained in the Final EIR and the Final EIR reflects the independent judgment and analysis of the Board.
3. The Board hereby adopts the Master Plan, subject to the Mitigation Measures in Exhibits "A" and "B", attached hereto.
4. The Mitigation Monitoring Program, as set forth in Exhibit "B," is adopted. Sonoma County Regional Parks staff is directed to undertake monitoring in accordance with the Mitigation Monitoring Program to ensure that required mitigation measures and Project revisions are complied with during project implementation.

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

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Supervisors:

Gorin:

Rabbitt:

Zane:

Gore:

Hopkins:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Exhibit A**Summary of Findings Regarding Project Impacts and Mitigation Measures**

Impact	Significance before Mitigation	Mitigation Required	Significance after Mitigation
Aesthetics			
Impact AES-4: Project construction and implementation would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.	Significant	MM-AES-4	Less than significant
Biological Resources			
Impact BIO-6: The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	Significant	MM-BIO-6a MM-BIO-6b	Less than significant
Cultural Resources			
Impact CULT-4: The project would cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, which generally defines cultural resources under CEQA.	Significant	MM-CULT-4	Less than significant
Impact CULT-5: The project would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature .	Significant	MM-CULT-5	Less than significant
Impact CULT-6: The project would disturb any human remains, including those interred outside of formal cemeteries.	Significant	MM-CULT-6	Less than significant
Noise			
Impact NOI-5: The proposed Master Plan would result in a substantial and permanent increase in ambient noise levels from increased traffic levels on Cannon Lane.	Significant	None available	Significant and Unavoidable
Public Services and Recreation			
Impact PUB/REC-3: The project includes recreational facilities that would require the construction or expansion of recreational facilities, which might have an adverse	Significant	None available	Significant and Unavoidable

physical effect on the environment. Impacts to traffic and noise would remain significant.

Traffic

Impact TRAF-1: Lakeville Highway (SR116)/Stage Gulch Road: Phase A of the project would expect to increase average side street delay by more than five seconds, which would be considered significant and cumulatively considerable. However, the intersection currently warrants the installation of a traffic signal or roundabout based on traffic signal warrant and existing traffic volumes.

Significant

None available.

Significant and Unavoidable

Impact TRAF-2: Lakeville Highway/Cannon Lane: Phase A of the project would be expected to increase average side street delay by more than five seconds resulting in a LOS E condition which be considered significant and cumulatively considerable.

Significant

MM-TRAF-2

Less than significant

Impact TRAF-3: Lakeville Highway/Cannon Lane: Project traffic volumes would be expected to increase queues in the southbound left-turn lane during the Fall Festival weekend conditions. The queues would be expected to extend well beyond the capacity of the existing left-turn lane on Lakeville Highway which would be considered significant .

Significant

MM-TRAF-3

Less than significant

Impact TRAF-6: Cannon Lane: The County intends to provide improvements to Cannon Lane based on recommendations from the Cannon Lane Roadway Concept, April 17, 2015, Fehr & Peers. However, these improvements will not be completed prior to the opening of the project. Therefore, based on potential safety issues, this would be considered a significant impact .

Significant

MM-TRAF-6

Less than significant

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Impact TRAF-7: Lakeville Highway (SR 116)/Stage Gulch Road: Phase B of the project would expect to increase average side street delay by more than five seconds and would be expected to result in a drop in operation from acceptable LOS D to unacceptable LOS E during the weekend midday peak hour, which would be considered significant and cumulatively considerable. However, the intersection currently warrants the installation of a traffic signal or roundabout based on traffic signal warrants and existing traffic volumes	Significant	None available.	Significant and Unavoidable
Impact TRAF-8: Lakeville Highway/Cannon Lane: Phase B of the project would be expected to increase average side street delay by more than five seconds resulting in an LOS E condition which would be considered significant and cumulatively considerable.	Significant	MM-TRAF-2	Less than significant
Impact TRAF-9: Lakeville Highway/Cannon Lane: Project traffic volumes would be expected to increase queues in the southbound left-turn lane during the Fall Festival weekend conditions. The queues would be expected to extend well beyond the capacity of the existing left-turn lane on Lakeville Highway which would be considered significant.	Significant	MM-TRAF-3	Less than significant
Impact TRAF-12: Arnold Drive (SR 121)/Ram's Gate-South Park Entrance: Phase B of the project would result in LOS F operation on the eastbound (Park exit) approach of the intersection, however, since than 30 vehicles, it is less-than-significant by Sonoma County standards. The project would warrant the addition of a	Significant	MM-TRAF-12	Less than significant

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northbound left-turn lane on SR
121.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Michael Gause, 565-1977

Supervisorial District(s):

All

Title: Homeless Update and System Redesign

Recommended Actions:

1. Authorize the Homeless System Redesign Plan and formation of the new Leadership Council and Technical Advisory Committee (TAC) of the new Sonoma County Homeless System of Care, the HUD-mandated Continuum of Care Program for Sonoma County.
2. Authorize and appoint two members of the Sonoma County Board of Supervisors to the nine-member Leadership Council of the Sonoma County Homeless System of Care.
3. Authorize the revised Declaration of Shelter Crisis for Sonoma County to receive State Homeless Emergency Aid Program funding and rescind the July 10th, 2018 Declaration.
4. Authorize the Sonoma County Community Development Commission as the Administrative Entity designated by the Sonoma County Continuum of Care to apply for and receive California Emergency Solutions and Housing Program (CESH) funds.

Executive Summary:

Approval of this item will establish a new leadership body for the Sonoma County Homeless System of Care – the Leadership Council. This item will also facilitate the appointment of two members of the Board of Supervisors to serve as part of the nine-member, cross-jurisdictional body in partnership with the other HUD entitlement jurisdictions within the County, the Cities of Santa Rosa and Petaluma.

This item also requests approval for a revised Declaration of Shelter Crisis for Sonoma County, which aligns with recent State changes to explicitly declare a Shelter Crisis, and enables the County to apply for approximately \$12.2 million in emergency assistance for individuals, families, and transition aged youth ages 18-24 experiencing homelessness in Sonoma County.

Finally, this item will designate the Community Development Commission as the recipient for California State Homeless Emergency Aid Program (HEAP) and California Emergency Solutions and Housing Program (CESH) funding. This action will enable the County to apply for \$843,907 in California

Emergency Solutions and Housing Program Funding to serve individuals and families experiencing homelessness by providing rental assistance, housing relocation, and stabilization services; operating subsidies; flexible housing subsidy funds; operating support for emergency housing interventions, and core system support for Coordinated Entry and Homeless Management Information System (HMIS).

Discussion:

In 2017 with support from Home Base/The Center for Common Concern, a national technical assistance provider for HUD, the CDC undertook an examination of Sonoma County's decision-making process for funding and implementing best practices for ending homelessness. This study highlighted challenges in Sonoma County's current approach to ending homelessness, including a fragmented structure for funding decisions and implementation of Housing First strategy, and a lack of coordination and overall vision for ending homelessness.

As a result of the HomeBase study and ten subsequent months of group meetings and individual discussions among county government, nonprofit, faith-based, and private sector stakeholders committed to ending homelessness, Sonoma County redesigned its homeless system of care to align its existing systems and programs. To implement this redesigned homeless system of care, the county will establish a new leadership structure that will set a vision, make decisions, and measure results for ending homelessness throughout the county. Concurrently, a local Ad Hoc Committee was formed which included two members of the Board of Supervisors and three members of the Santa Rosa City Council. This Ad Hoc Committee met five times individually and held two subsequent meetings in 2018 with the existing Continuum of Care Board and made the following recommendations:

1. Establish a new centralized Leadership Council, with a majority of elected officials from the three HUD entitlement jurisdictions (County of Sonoma, City of Petaluma, City of Santa Rosa)
2. Establish a 25 member Technical Advisory Committee comprised of community experts who make the Homeless System of Care's vision a reality and reduce fragmentation
3. Establish focused Task Groups in the TAC responsible for advising the Leadership Council on specific components of the federally mandated Continuum of Care
4. Provide leadership required to realign homelessness-related funding and policies throughout the county
5. Approve and monitor best practices and standard performance outcomes.

The vision of this redesigned homeless system of care is: *To achieve functional zero homelessness in Sonoma County through utilization of a Housing First strategy.* Functional zero, used in this context, is reached when the number of homeless individuals or families, whether sheltered or unsheltered, is no greater than the monthly housing placement of all homeless individuals or families. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.

Implementation Timeline

Date	Action	Responsible Party
September-October 2018	Appointment of Elected Officials to Leadership Council	Board of Supervisors, Cities of Santa Rosa and Petaluma
October 2018	Finalize Governance Charter for Leadership Council	Sonoma County Community Development Commission (Lead Agency)
November 2018	Selection of Technical Advisory Committee	Leadership Council Selection Committee
November 2018	Appointment of Remaining 4 Members of Leadership Council	Technical Advisory Committee
December 2018	First Meeting of Leadership Council and Approval of HEAP Funding	Leadership Council

The County's homeless system of care's primary collective-impact decision-making group will be called the Homeless System of Care Leadership Council. This nine-member public-private partnership—comprised of 5 elected officials, 3 at-large community experts, and one individual who has experienced homelessness in the past five years--will serve as the county's Continuum of Care (CoC) Board, a HUD requirement. The Leadership Council is designed to have the majority of the members be elected officials from county's three HUD Entitlement Jurisdictions (the County, the City of Santa Rosa, and the City of Petaluma) to align with HomeBase's recommendation that this decision-making body should consist of "key decision-makers with the authority to authorize structural change." Homebase also suggested that the membership of this body should have "credibility and buy-in from the diversity of providers, the business community, and the general public;" the Leadership Council will also have critical participation from individuals who will represent these sectors. The membership of the Leadership Council/Continuum of Care Board will also result in structural coordination of the three HUD entitlement jurisdictions within the County, thus ensuring that all federal funds flowing into the County will be leveraged to ensure strategic coordination and impact.

The Santa Rosa City Council will appoint two City Council members to the Leadership Council at the September 25, 2018 City Council meeting, and the Petaluma City Council will appoint one City Council member to the Leadership Council at an October 2018 meeting. Concurrently, a new Governance Charter will be finalized by the Community Development Commission, the Lead Agency, by November 2018.

The new homeless system of care will include a Technical Advisory Committee (TAC), comprised of community experts who will provide guidance to the Leadership Council. One of the key findings in the HomeBase report was that Sonoma County's current method of addressing homelessness is through a network of over 20 uncoordinated decision-making groups that have evolved over time. To overcome the current fragmentation, Sonoma County will establish the Homeless System of Care Technical Advisory Committee, comprised of 25 voting members who will each serve on at least one of six Task Groups. These members will be high-level decision-makers (not line staff) from the following relevant organizations, as identified in the HUD regulations for establishing a Continuum of Care: nonprofit

homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals. Additional community members beyond the 25 voting members, including elected officials, may serve as members of standing and ad hoc Task Groups. Members of the TAC will be selected by a Selection Committee, comprised of the appointed officials of the Leadership Council from the County of Sonoma, City of Santa Rosa, City of Petaluma, and 4 members of the existing Continuum of Care Board. At the TAC's first meeting, tentatively scheduled for November 2018, the remaining four members of the Leadership Council will be appointed by the full membership of the TAC.

It is necessary to have the new Leadership Council formed before November 2018 in order to authorize and access approximately \$12.2 million in emergency funding from the California State Department of Housing and Community Development (HCD). This funding, the Homeless Emergency Aid Program (HEAP), will provide emergency support to individuals, families, and transition-aged youth in Sonoma County. The attached Board Resolution, "Declaration of Shelter Crisis," allows the Continuum of Care to access these funds, and the new Leadership Council will choose to fund those eligible projects within the County. The County's earlier Emergency Declaration was issued before State guidance with regard to required language specific to declaring a "Shelter Crisis," and the revised declaration attached hereto tracks the required language.

Finally, the second attached Board Resolution authorizes the Commission to receive and administer CESH funding. The Commission will submit an application to the State by October 15, 2018, and then will hold a local competitive process for access to CESH funding. Eligible expenses include emergency shelter, rapid re-housing with extended time for rental assistance (up to 48 months), navigation centers, core system support for data infrastructure for the Homeless Management Information System (HMIS) and Coordinated Entry, street outreach, and operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.

Prior Board Actions:

- 8/22/17 – Homeless Policy Workshop
- 11/7/17 – Joint Meeting of Board of Supervisors and Santa Rosa City Council, and establishment of the Joint County/City Homeless System Redesign Ad Hoc Committee
- 6/5/18 – Ad Hoc Homeless System Redesign: The Sonoma County Homeless System of Care: Best Practices for Maximizing Exits from Homelessness into Permanent Stable Housing
- 7/10/18 – Initial Declaration of Shelter Crisis and Homeless System of Care Update

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
There are no fiscal impacts for this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None			
Attachments:			
<ol style="list-style-type: none"> 1. Sonoma County Homeless System of Care Leadership Plan Report 2. Shelter Crisis Declaration – Board Resolution 3. Authorization of Community Development Commission as Administrative Entity for CESH Program Funding – Board Resolution 4. PowerPoint Presentation 			
Related Items “On File” with the Clerk of the Board:			

Sonoma County Homeless System of Care Leadership Plan

Sonoma County Community Development Commission August 2018

1. Rationale for a new plan to guide the implementation of Sonoma County's Homeless System of Care

Sonoma County's decision-making process for funding and implementing best practices for ending homelessness is so fragmented that a significant restructuring is required, according to a report developed by HomeBase, a national technical assistance provider for the U.S. Department of Housing and Urban Development (HUD) contracted by the Sonoma County Community Development Commission in 2017. The report highlighted the following challenges in Sonoma County's current approach to ending homelessness:

- Funding decisions and the implementation of Housing First¹ are currently distributed through a fragmented network of decision-making groups, whose leaders express concern about the lack of a clear vision across the community.
- Generally, decision-makers have information only about their own funding stream and feel they make decisions in isolation from the broader system, resulting in different measurements of success, reporting requirements, duplication of efforts, and a lack of coordination among the whole system of care.
- This lack of coordination among the whole system of care creates multiple systems of care across Sonoma County, along geographic and funding stream lines. This fracture further entrenches the existing view that each region of the county needs a different approach to ending homelessness.
- This fragmented structure trickles down to the various work groups and staff assisting these multiple decision-making groups. Lacking an overall vision for Sonoma County, these work groups operate primarily on a consensus model, which limits their ability to propose or implement the change needed to address the issue of homelessness. This leads to an uncertainty of the purpose or clear reporting structure for most of these work groups.

As a result of the HomeBase study and ten subsequent months of group meetings and individual discussions among county government, nonprofit, faith-based, and private sector stakeholders committed to ending homelessness, Sonoma County is implementing a true homeless system of care that will yield positive results. To implement this redesigned homeless system of care, the county will establish a new leadership structure that will set a vision, make decisions, and measure results for ending homelessness throughout the county.

¹ Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry (HUD Exchange, 2018).

2. Current state of homelessness and homeless services in Sonoma County

Homeless Census and Survey

Due to changing conditions within the community as a result of the fires as well as budget developments at the State of California, on July 10, the Sonoma County Board of Supervisors unanimously declared a state of emergency around homelessness in response to the 2018 Sonoma County Homeless Census and Survey that was released the prior week. (The City of Santa Rosa had already declared its own state of emergency in 2016, an act which caused the issue of homelessness to become a city priority.) The 2018 Point-in-Time Count identified 2,996 persons experiencing homelessness in Sonoma County. This represents an increase of 6% from the count conducted in 2017. The number of individuals experiencing homelessness in Sonoma County increased for the first time since 2011, reversing the downward trend observed from 2011 to 2017. There are numerous interpretations for the cause(s) of the reported increase. While the continued efforts of Sonoma County's local service providers have assisted homeless individuals in finding permanent housing in the county, other factors have contributed to an increase in individuals, including the participation of outreach staff in the count, a low housing vacancy rate, and the disruption of housing due to the 2017 wildfires.

The 2018 Sonoma County Homeless Census and Survey, conducted using HUD-recommended practices for counting and surveying the homeless population, revealed a diverse population with many different trends and needs. There are many valuable insights into the Sonoma County homeless population from the data collected in the report, including the following:

- 64% were unsheltered
- 38% lived on the streets or in encampments, 24% in vehicles, and 4% in abandoned buildings
- 56% were homeless for a year or more, 34% were homeless for 1-11 months, and 10% were homeless for 30 days or less
- 35% were experiencing homelessness for the first time
- 19% had experience in foster care
- 34% had been physically, emotionally, or sexually abused
- 20% identified as LGBTQ
- 84% lived in Sonoma County before becoming homeless
- 72% cited affordable rent as the primary obstacle in obtaining permanent housing
- 64% reported living with one or more health conditions
- The number of chronically homeless individuals increased from 598 chronically homeless persons in 2017 to 747 chronically homeless persons in 2018
- The number of homeless veterans decreased slightly from 211 veterans in 2017 to 207 veterans in 2018
- The number of homeless families decreased slightly from 111 families in 2017 to 104 families in 2018
- The number of homeless unaccompanied children under age 18 decreased from 116 unaccompanied children in 2017 to 34 unaccompanied children in 2018
- The number of homeless transition-age youth (age 18-24) increased from 416 unaccompanied transition-age youth in 2017 to 481 transition-age youth in 2018

Telephone Survey

The 2018 Sonoma County Telephone Survey served to help understand the state of the county's precariously housed residents and the housing impacts of the 2017 wildfires. The effects of the fires are still being realized, and the true impacts to homelessness in Sonoma County will likely only be known after the 2019 Point-in-Time Count. The telephone survey resulted in an estimate of 21,482 precariously housed persons in Sonoma County. Of these precariously housed persons, it is estimated that 39% (8,358 individuals) are doubled up or temporarily housed due to loss of housing related to the Sonoma County wildfires. An additional 11% (2,430 individuals) of precariously housed persons reported losing their housing due to economic effects of the fires, such as rising rents or owners moving back into rental properties. Fifty percent (10,694 individuals) of precariously housed persons reported being doubled up or temporarily housed due to circumstances unrelated to the Sonoma County wildfires.

The telephone survey revealed the diversity of the precariously housed population. Valuable insights from the data collected from this survey include the following:

- 34% of residents reported their housing situation was affected by the fires in some way
- 59% of those affected by the fires were evacuated but allowed to return to their homes
- 37% of those temporarily housed attributed financial difficulties as the primary cause of their temporary residence
- 30% of those temporarily housed attributed their home burning as the primary cause of their temporary residence
- 43% of those temporarily housed due to fires were age 55 or older
- 14% of those temporarily housed due to indirect and non-fire related reasons were connected to housing assistance and 6% were accessing homeless assistance
- 15% of those temporarily housed due to the fires were connected to housing assistance and 7% were accessing homeless assistance

Location of Sonoma County's Homeless Population

The 2018 Point-in-Time Count revealed that Sonoma County's homeless population (total of sheltered and unsheltered) is located in the following areas.

Total Number of Sonoma County Homeless Persons February 2018			
Location	Unsheltered	Sheltered	Total
Santa Rosa	1,065	732	1,797
South County	262	205	467
North County	295	53	348
West County	243	40	283
Sonoma Valley	64	37	101
Total	1,929	1,067	2,996

Current Housing Inventory

The following chart represents the current housing inventory in Sonoma County for people experiencing homelessness.

Sonoma County Point in Time Housing Inventory April 2018	
Type	Number of Beds
Shelter (year-round)	701
Winter shelter	258
Transitional housing	324
Rapid-Rehousing	280
Permanent supportive housing	960
Permanent supportive housing in development	91
TOTAL	2,614

Funding to Support Homeless Services

The Community Development Commission has conducted annual funding competitions using Community Development Block Grant and Emergency Solutions Grant for over 20 years. In the past decade, county general funds and other local, federal, and state funds have been added to the Continuum of Care and entitlement funds administered by the CDC. In Fiscal Year 2017-18, the CDC is on track to manage \$4 million in various competitive funds, plus \$1.8 million in Continuum of Care Targeted Homeless Assistance for Rental Assistance, Coordinated Entry, the Homeless Management Information System, and other planning efforts. Other county departments independently contribute more than \$2 million to homeless-dedicated services annually, for projects such as the Nightingale Respite Care program, Linkages for Senior Housing, Rapid Re-Housing programs for Child Welfare and CalWORKs clients, and other specialized services. These service programs do not include capital investments, which totaled another \$4.2 million in 2016. In 2017, the Department of Health Services began the Whole Person Care Pilot, which is estimated to add \$4 million annually to services for primarily homeless, severely mentally ill persons, for the next 4 years.

The City of Santa Rosa allocated approximately \$2.4 million in 2017-18 for homeless services, which has been supplemented by \$90,000 from the County of Sonoma to fund rapid Re-Housing services. In FY 2017-18, the eight smaller cities and town are collectively contributing \$380,276 to homeless services. The City of Petaluma provided core support to that city's primary homeless service agency over many years, using Redevelopment and other city funds. Since the loss of that funding source in 2012, the City has struggled to continue this funding with general funds. While Petaluma allocated \$150,000 from its general fund to its primary homeless service agency in 2017-18, future funding is uncertain. In 2017-18, the City of Healdsburg has budgeted \$97,500 to support its local homeless service agency. The City of Sebastopol has promised \$103,226 towards operations of its new permanent supportive housing effort. The City of Sonoma contributes \$30,000 annually to the operations of the local emergency shelter.

Based on budgets submitted in the annual funding competition, CDC estimates that a robust \$4.8 million in donations and other private funding goes into Sonoma County's homeless services each year. In 2017-18, Community Foundation Sonoma County has invested \$359,000 in homeless services grant-making. The Community Foundation also administers funding from the Sonoma County Vintners Foundation, totaling an additional \$145,500. In addition, St. Joseph Health Systems expects to increase its homeless services funding from

\$413,000 to \$800,000 through its Well Being Trust in the coming year. Homelessness will be one of the key priority areas for St. Joseph Health Systems in 2018-2020.

The CDC anticipates that over the next 30 months, approximately \$12.1 million from the California Homeless Emergency Aid Program will be allocated to Sonoma County's homelessness needs. In addition, it is likely that Sonoma County may receive as much as \$2 million in 2019 from funding allocated through remaining funds from California's Emergency Solutions Grant and from funds through California Senate Bill 2, the Building Homes and Jobs Act.

With need in all regions of Sonoma County, funding requests have routinely outstripped the competitive funds available every year, and a significant funding gap has remained. Each year, special appeals have been made directly to the County Supervisors, who have responded when possible by allocating additional funds to the CDC and county departments—without a clear picture of what is needed or whether the funds allocated outside the competitive process will provide the desired results. Supervisors have expressed reasonable frustration that this funding process is divorced from the data-informed methods required of the Continuum of Care process. Through the county's redesigned Homeless System of Care, funding decisions to meet the needs of targeted populations in the county can be made by the primary decision-making group in alignment with the county's Continuum of Care goals, as opposed to being made in a piecemeal fashion.

3. Goal of Sonoma County's Homeless System of Care

The goal of this redesigned homeless system of care is the following: *To achieve functional zero² homelessness in Sonoma County through utilization of a Housing First strategy.* California law requires system-wide implementation of a Housing First strategy by July 2019, so alignment with Housing First principles among homelessness services providers participating in Sonoma County's homeless system of care is paramount for successful implementation of functional zero homelessness. Through Sonoma County's homeless system of care, persons experiencing homelessness will be connected to permanent housing as quickly as possible by strategically targeting Rapid Re-Housing³ and Permanent Supportive Housing⁴ as resources.

Sonoma County's Homeless System of Care will serve as the HUD-mandated Continuum of Care (CoC) program for the county. According to HUD's Continuum of Care Interim Rule, communities are required to establish a CoC program to receive CoC program funding. A CoC is expected to address homelessness through a coordinated community-based process of identifying needs and building a system of housing and services that meet those needs. In alignment with HUD CoC, guidelines, the county's CoC program is designed to accomplish the following:

² Functional zero is reached when the number of individuals experiencing homelessness within a community is less than the average number of homeless individuals being connected with permanent housing each month. In achieving this measure, a community has demonstrated the system and capacity to quickly and efficiently connect people with housing and ensure that homelessness within the community will be rare, brief, and non-recurring (HUD Exchange, 2016).

³ Rapid Re-Housing rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services (HUD Exchange, 2018).

⁴ Permanent Supportive Housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness (US Interagency Council on Homeless, 2018).

- Promote a community-wide commitment to the goal of ending homelessness
- Provide funding for efforts to quickly re-house individuals and families who are homeless, which minimizes the trauma and dislocation caused by homelessness
- Promote access to and effective use of mainstream programs
- Optimize self-sufficiency among individuals and families experiencing homelessness.

Implementation of this homeless system of care will require engagement of county and municipal government agencies, nonprofits, faith-based organizations, homeless and formerly homeless individuals, and members of the private sector in all geographic areas of the county. When considered as a whole system of care, implementation will require coordinated entry, focusing on the most vulnerable, in every community; services aligned with evidence-informed practices; and performance measurement, per the federal HEARTH Act of 2009. In alignment with *Opening Doors*, the federal strategic plan to prevent and end homelessness, the Sonoma County homeless system of care will need to target designated special populations, including veterans, chronically homeless, families, and youth, and provide immediate access to shelter and permanent housing.

The homeless system of care will also have to align with two of Sonoma County's strategic priorities established by the Board of Supervisors: *Housing for All* and *Securing our County Safety Net*. The premise of Housing for All is based on a vision that people at all income levels have choices and the housing market is in balance. The county has established the following Housing for All goals: (1) Create 3,375 new homes countywide for people of all incomes by 2022; (2) Speed the pace of development by reducing the cycle time for entitlements and improving flexibility of local funding sources; (3) Reduce incidence of housing instability and homelessness; and (4) Raise the credibility of County government as a vital partner in housing creation. The Safety Net priority initiatives focus on improving access to coordinated county services to address critical service gaps and evaluating the effectiveness of these service delivery strategies. The goals for the Safety Net priority include the following: (1) Improve health, well-being and self-sufficiency outcomes of clients and families; (2) Increase number of people accessing services; (3) Improve referrals, access and sustained engagement of clients for county-provided services; (4) Increase coordination of county services and reduction in duplicate services; and (5) Decrease resources expended per client/family.

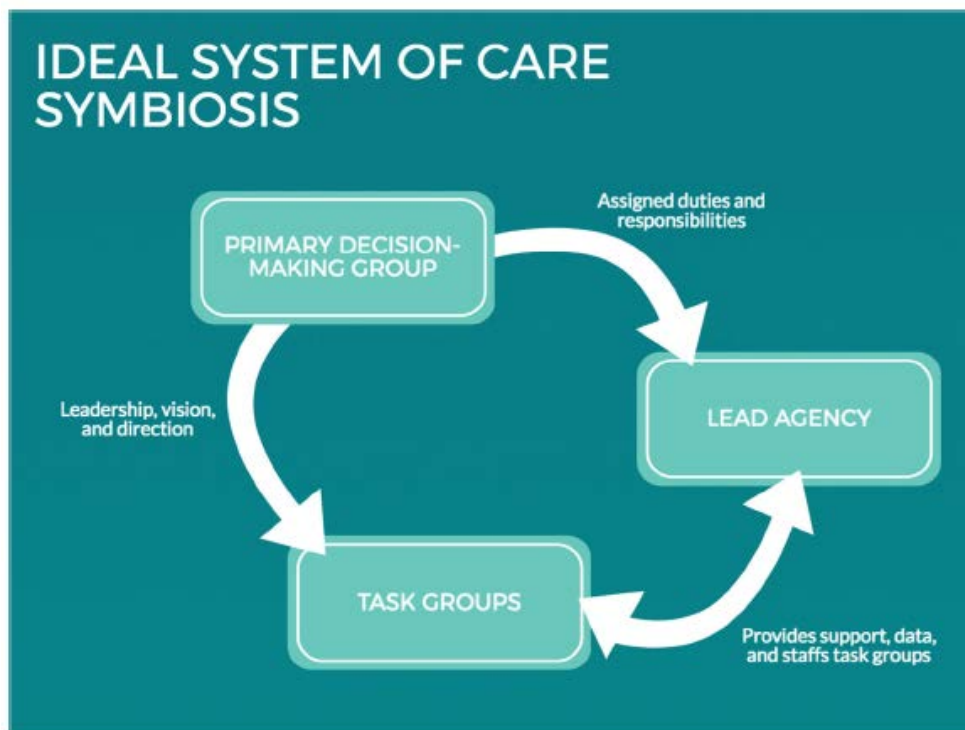
The homeless system of care will also need to align with existing strategies to achieve zero functional homelessness established by the City of Santa Rosa and Petaluma, the two municipal HUD Entitlement Jurisdictions in Sonoma County. Santa Rosa launched its Housing First Strategy and related work plan in 2016. The city's Housing First Strategy directs that all homeless service resources and efforts be viewed and evaluated as part of a comprehensive community-wide program facilitating the transition of individuals and families experiencing homelessness into permanent housing. This means that all city funding considerations or initiatives (either directly or through third party contracts, permitted uses, land use policies, etc.) that are devoted to providing a service to those experiencing homelessness shall be aligned with the Federal and State Housing First model. Consistent with this model, the City's Housing First Strategy will include coordinated entry into the broader system of care and housing placement, and "promising practices" such as the Community Homeless Assistance Program (CHAP).⁵ It also includes the importance of engagement and low barrier programs

⁵ In August 2016, the Santa Rosa City Council declared a local homeless emergency in Santa Rosa. Under this declaration, in October, Council approved CHAP and a set of guidelines for the provision of a variety of services to assist persons experiencing homelessness in the community. These include safe parking, safe camping, provision of temporary indoor overnight shelter, the placement and maintenance of portable

as a way to screen participants in rather than out of services. Being a smaller entitlement jurisdiction, the City of Petaluma does not have formal homelessness strategies currently in place. If in the future, the City of Petaluma adopts targeted strategies for addressing homelessness, the Sonoma County Homeless System of Care should also be aligned with those strategies.

4. Description of the new leadership structure for the Sonoma County Homeless System of Care of Care

According to the HomeBase report, effective homeless systems of care have three key aspects: a primary decision-making group, focused Task Groups, and a lead agency that manages the process. The graphic below represents an ideal structure for Sonoma County's homeless system of care, as recommended by HomeBase. In Sonoma County, the primary decision-making group will be called the Sonoma County Homeless System of Care Leadership Council. Focused Task Groups will comprise the members of the Sonoma County Homeless System of Care Technical Advisory Committee (TAC). The Sonoma County Community Development Commission (CDC), the current CoC lead agency, will serve as the interim lead agency until the Leadership Council officially selects an entity to serve as the lead agency. (The specific names of the primary decision-making group and focused Task Groups may change if there is a rebranding of the county's total homelessness initiative.)



toilets and access to existing bathroom facilities, and storage for personal belongings. Eligible property types include those that meet the City's Zoning Code definition for a *meeting facility* such as clubs, lodges, private meeting halls, community centers, religious facilities, civic and private auditoriums, grange halls, and union halls in that these facilities are likely to be equipped to provide these types of services due to their existing use as a public assembly venue.

The Primary Decision-Making Group: Sonoma County Homeless System of Care Leadership Council

Composition

The county's homeless system of care's primary collective-impact decision-making group will be called the Homeless System of Care Leadership Council. This nine-member public-private partnership decision-making body will serve as the county's Continuum of Care Board, a HUD requirement. The CoC Program interim rule requires every CoC to establish a board to act on behalf of the Continuum. The board will be a subset of the membership that is established in accordance with the CoC regulations governing board composition. The CoC assigns the Board responsibilities in a written agreement called a Governance Charter. (The Governance Charter will be developed as part of the implementation plan, described later.) The Leadership Council is designed to have the majority of the members be elected officials from county's three HUD Entitlement Jurisdictions to align with HomeBase's recommendation that this decision-making body should consist of "key decision-makers with the authority to authorize structural change." Homebase also suggested that the membership of this body should have "credibility and buy-in from the diversity of providers, the business community, and the general public."

The nine members of the initial Leadership Council will include the following positions. (The Leadership Council may change the composition of the Leadership Council in the future, as needed.)

- Two elected officials from the Sonoma County Board of Supervisors to serve a two-year term (Sonoma County is one of the three HUD Entitlement Jurisdictions in the county); The Board of Supervisors has the authority to alter the length of the term to ensure flexibility, as needed. It is important that at least one of these Supervisors represents rural communities.
- Two elected officials from the City of Santa Rosa to serve a two-year term (Santa Rosa is one of the three HUD Entitlement Jurisdictions in the county); The Santa Rosa City Council has the authority to alter the length of the term to ensure flexibility, as needed.
- One elected official from Petaluma to serve a two-year term (Petaluma is one of the three HUD Entitlement Jurisdictions in the county)—If Petaluma chooses not to participate, the Mayors' and Councilmembers' Association of Sonoma County will appoint an elected official from another city jurisdiction within the county; The Mayors' and Councilmembers' Association of Sonoma County has the authority to alter the length of the term to ensure flexibility, as needed. The first year of this position's term will be for one-year, and for two years going forward, to create staggered terms.
- One Technical Advisory Committee member who is currently experiencing homelessness or has experienced homelessness within the past five years (lived experience) and is elected by the Technical Advisory Committee to serve a two-year term; The first year of this position's term will be for one-year, and for two years going forward, to create staggered terms.
- Three Technical Advisory Committee members elected by the Technical Advisory Committee to serve a two-year term; One of these position's first term will be for one year to create staggered terms. These Technical Advisory Committee members should represent a diversity of sectors. The Technical Advisory Committee should ensure that members elected to the Leadership Council represent both rural and urban constituencies. These Technical Advisory Committee members may not be elected

jurisdictional officials or staff of jurisdictions represented by the five elected officials on the Leadership Council.

The five elected officials on the Leadership Council, representing the county's three HUD Entitlement Jurisdictions; one current Sonoma County Continuum of Care (CoC) board member with lived experience; and three other current Sonoma County CoC board members will serve as the membership of the nine-member Leadership Council's Interim Selection Committee. The four members of the current CoC who will serve on the Interim Selection Committee will be elected by the current CoC Board. These four members of the current CoC may not serve on the Leadership Council during its first year of operation. If the current CoC cannot identify four individuals willing to serve on the initial Selection Committee, it may elect fewer members to serve. The Interim Selection Committee's sole responsibility will be to approve individuals to serve on the initial Technical Advisory Committee from the list of approved candidates presented to it by the Lead Agency. After the initial Technical Advisory Committee is selected, the full Leadership Council will select the subsequent members of the Technical Advisory Committee. Individuals other than existing CoC board members who are interested in serving on the Technical Advisory Committee are required to complete an application and submit it online to the Lead Agency. Existing CoC board members will be invited to serve for one year on the Technical Advisory Committee during its first year of operation. At the completion of their one-year term, all current CoC members may apply for membership on the Technical Advisory Committee like all other applicants.

Roles and Responsibilities

Moving to functional zero homelessness in Sonoma County "requires strong leadership with a shared vision and direction to create the collective impact required to move multiple systems of care towards a common goal," according to HomeBase. The roles and responsibilities for the Leadership Council include the following:

- A. Serve as Sonoma County's HUD-required Continuum of Care Board
- B. Set the vision for achieving functional zero homelessness in Sonoma County
- C. Support the vision and principles of the Sonoma County Homeless System of Care
- D. Own the issue of homelessness within the county and be widely recognized as the owner of the issue
- E. Provide the leadership required to realign homelessness-related funding and policies throughout the county
- F. Establish a Housing First strategy
- G. Approve best practices and monitor their adherence
- H. Represent by rural and urban communities.
- I. Approve and monitor standard performance outcomes
- J. Establish policy related to achieving functional zero homelessness in Sonoma County
- K. Focus on high-level decisions, not technical aspects of issues related to homelessness
- L. Authorize any ad hoc Task Groups needed from time-to-time to supplement the work of the standing Task Groups of the Technical Advisory Committee, so long as there is sufficient staff capacity from the Lead Agency to staff such Task Groups; Charge the Technical Advisory Committee with identifying individuals to serve on such Task Groups, select a chair for each ad hoc Task Group, and develop and implement a plan to achieve the ad hoc Task Group goals identified by the Leadership Council
- M. Approve the submission of applications to Notices of Funding Availability (NOFAs) published by HUD
- N. Establish Sonoma County's homelessness funding priorities and make funding-related decisions

- O. Ensure that organizations serving Sonoma County's homeless population receive the technical assistance and training they need to be able to ultimately implement Housing First strategies
- P. Communicate with the public on issues related to homelessness
- Q. The Chair of the Leadership Council or his/her designee will serve as the official spokesperson for the Leadership Council and will represent the points of view of Leadership Council members to the media and other public outlets.

Governance Practices

The Leadership Council members will serve a two-year term with no term limits. Robert's Rules of Order will be followed to open and close each meeting and to bring a motion to the floor. Decisions shall be made by a vote of the majority of voting members present. Each year, the Leadership Council will elect a chair and a vice-chair, only one of which may be an elected official, to each serve for a one-year term. The chair will be responsible for leading the meetings of the Leadership Council and the vice-chair will lead the meetings if the chair is unable to do so. There will be no executive committee to avoid slipping into the habit of having an executive committee that supplants the Leadership Council by having a very small group of people regularly making decisions on behalf of the leadership body. Decisions can be made by the Leadership Council if a quorum of a simple majority (five members) is present. During its first year of operation, the Leadership Council will meet at least every other month and will meet at least quarterly thereafter, beginning with the first meeting in mid-November 2018. During the first meeting of the Leadership Council and once per year thereafter, the Leadership Council will elect its two officers. Since members of the Leadership Council represent the broad interests of a constituent group, not a specific individual or organization, they will not be conflicted in making broad policy decisions that come before the Leadership Council.

Focused Task Groups:

Sonoma County Homeless System of Care Technical Advisory Committee (TAC)

Composition

The county's homeless system of care will include the Homeless System of Care Technical Advisory Committee, comprised of standing and ad hoc Task Groups of community experts who can make the Sonoma County Homeless System of Care's vision a reality. One of the key findings in the HomeBase report was that Sonoma County's current method of addressing homelessness is through a network of over 20 uncoordinated decision-making groups that have evolved over time. To overcome the current fragmentation, Sonoma County will establish the Homeless System of Care Technical Advisory Committee comprised of 25 voting members who will each serve on at least one of six Task Groups. These members will be high-level decision-makers (not line staff) from the following relevant organizations, as identified in the HUD regulations for establishing a Continuum of Care: nonprofit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve veterans, and homeless and formerly homeless individuals. Additional community members beyond the 25 voting members, including elected officials, may serve as members of standing and ad hoc Task Groups (described later).

Voting members of the Technical Advisory Committee will apply to the Lead Agency through an open, online application process established by the Lead Agency. The Lead Agency will recommend qualified applicants to the Leadership Council, which will be responsible for

approving their appointment to the Technical Advisory Committee. Existing Sonoma County CoC board members will be invited to serve for one year on the Technical Advisory Committee during its first year of operation. At the completion of their one-year term, all current CoC members may apply for membership on the Technical Advisory Committee like all other applicants. The members of the Technical Advisory Committee will be selected from the following sectors. To ensure that the Technical Advisory Committee is inclusive and representative of key stakeholder groups, members should represent as wide a range as is feasible from the sectors identified below and should include both rural and urban constituencies. Technical Advisory Committee members should have specific skills and experience that will help to inform the work of the Task Groups (described later). To ensure regulatory alignment, sectors indicated with a * are required to have representation on the Technical Advisory Committee:

1. Consumers: Individuals who are currently experiencing homelessness or have experienced homelessness within the past five years (lived experience) *
2. Education/Sonoma County Office of Education *
3. Community-based organizations that serve victims of domestic violence *
4. Community-based organizations that serve veterans *
5. Community-based organizations that serve people living with HIV/AIDS *
6. Sonoma County Health Services Department
7. Sonoma County Human Services Department
8. Chambers of Commerce/Businesses
9. Volunteer Center/Volunteer Resources Providers
10. Public Safety/Probation/Family Justice Center
11. Philanthropic community (includes United Way, Community Foundation Sonoma County, and private foundations)
12. Hospitals
13. Behavioral health providers
14. Community Health Centers
15. Nonprofit housing developers
16. Faith community
17. Transitional youth ages 18-24
18. Senior and older adults ages 55+
19. Members of Sonoma County Municipal Advisory Councils (MACs)
20. Associations/advocacy groups related to housing/homelessness issues
21. Homeless services providers
22. Community-based organizations that serve a broad-base constituency (not limited to people experiencing homelessness)
23. Housing Authorities
24. Elected officials whose jurisdictions are not represented on the Leadership Council
25. At-large Sonoma County residents interested in homelessness issues who are not elected officials

Roles and Responsibilities

The roles and responsibilities for the Technical Advisory Committee include the following:

- A. Provide informed recommendations to the Leadership Council on best practices for implementing and evaluating the Sonoma County Homeless System of Care in accordance with federal mandates.
- B. Represent the expertise of the community in making recommendations to the Leadership Council for addressing issues related to achieving functional zero homelessness in Sonoma County.

- C. Conduct its work through up to six standing Task Groups (and ad hoc issue-specific Task Groups, as needed), each of which is dedicated to a specific aspect of a federal mandate for the Continuum of Care.
- D. The Chair of the Technical Advisory Committee or his/her designee will serve as the official spokesperson for the Technical Advisory Committee to the Leadership Council. The Chair of the Leadership Council or his/her designee will serve as the official spokesperson for the leadership Council and will represent the points of view of Leadership Council members to the media and other public outlets.
- E. Members of the Technical Advisory Committee will refrain from speaking on behalf of the Sonoma County Homeless System of Care to the media or the public or attempting to influence any state or federal officials regarding issues related to homelessness in Sonoma County.

Each member of the Technical Advisory Committee will serve on at least one of up to six standing Task Groups, each responsible for advising the Leadership Council on a specific component of the federally-mandated Continuum of Care. HomeBase recommends limiting the number of Task Groups to no more than six for the size of Sonoma County. Additional ad hoc Task Groups can be established as authorized by the Leadership Council on a temporary basis to address issues such as specific sub-populations (youth/young adults or domestic violence survivors), specific geographic areas, special one-time projects, critical issues, etc.

The initial six standing Task Groups of the Technical Advisory Committee will consist of the following:

- A. Coordinated Entry (CE) and Housing First:** This group would advise the Leadership Council on ways to continue the successful work that has already been started in Sonoma County to ensure that the Homeless System of Care is compliant with HUD requirements and that a countywide Coordinated Entry system is in place that is effective and responsive to real-time community needs. This group would also help to advise the Leadership Council on strategies for ensuring that service providers are implementing Housing First principles. This group would make recommendations for providing training and technical assistance to help service providers become compliant with CE and Housing First system requirements. This group would also consult with recipients of Emergency Solutions Grants program funds to inform the advice it would provide to the Leadership Council on developing a policy to guide the county's coordinated assessment system, in accordance with HUD regulations, that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. This group would recommend training and technical assistance to build the capacity of service providers.
- B. Performance Measurement and Evaluation:** This group would be responsible for advising the Leadership Council on issues related to overall system performance, Annual Performance Reports for individual projects, and the annual submissions of 7 System Performance Measures. This group would evaluate and rate annual Continuum of Care and Emergency Solutions Grant projects. This group would develop an aligned definition for each program type funded in Sonoma County, along with essential program elements, time frame for assistance, population served, and desired outcomes. These can be displayed in a simple matrix presented to the Leadership Council so that the Leadership Council can determine appropriate measures for rewarding system providers that meet or exceed expectations and

sanctioning system providers that do not adhere to requirements or meet expectations. This group would recommend training and technical assistance to build the capacity of service providers.

- C. Data Initiatives:** This group would be responsible for advising the Leadership Council on issues regarding Sonoma County’s web-based Homeless Management Information System (HMIS), developing and maintaining the dashboard of metrics to achieve the vision of zero functional homelessness, and alerting the Leadership Council of providers whose data jeopardizes the overall system. This group would also advise the Leadership Council on issues related to the Annual Homeless Assessment Report (AHAR) to Congress, regular Homeless Counts (required every two years—preferred annually), and the annual inventory of homeless-dedicated housing. This group would recommend training and technical assistance to build the capacity of service providers.
- D. Housing Unit Production/Rapid Re-Housing:** This group would advise the Leadership Council on strategies for the development of new units and would require a mix of subject-matter expertise to navigate the numerous impediments required to develop an ongoing pipeline of new units. This group would initiate discussions with private and nonprofit landowners and developers to increase the number and types of Sonoma County units available to house a diverse array of individuals and families experiencing homelessness. This group would also be responsible for advising the Leadership Council on methods for continuing Sonoma County’s effective Rapid Re-Housing practices. This group would recommend training and technical assistance to build the capacity of service providers.
- E. System Funding:** This group would advise the Leadership Council on strategies for ensuring that adequate public and private funding is available to address Sonoma County’s homeless needs and that funding is equitably distributed throughout the county, based on location of the impacted population. This group would initiate coordinated asks to private funders to fund innovative initiatives and recommend to the Leadership Council innovative and multi-source funding practices for achieving functional zero homelessness.
- F. Emergent Issues:** This group would advise the Leadership Council on issues that are emerging with Sonoma County’s homeless population’s well-being, needs, and activities and recommend strategies for addressing them, based on best practices and evidence-based solutions. This group would be responsible for identifying trends among Sonoma County’s homeless individuals and families so that their needs can be met in real-time. Examples of emergent issues would include geographic locations of new encampments, health-related findings, new trends among specific populations, etc.

After its first year of operation and anytime thereafter, the Technical Advisory Committee can make a recommendation to the Leadership Council to change the scope and nature of all Task Groups with the exception of the Performance Measurement & Evaluation Task Group and the Coordinated Entry & Housing First Task Group.

In addition to establishing up to six Task Groups, the Technical Advisory Committee may establish a Consumer Advisory Council, comprised of individuals who are currently

experiencing homelessness or have experienced homelessness within the past five years (lived experience). This Consumer Advisory Council will be chaired by a voting member of the Technical Advisory Committee with lived experience.

Governance Practices

Technical Advisory Committee

Members of the Technical Advisory Committee will serve a two-year term with no term limits. In the first year, 13 members of the Technical Advisory Committee will serve a two year-term and 12 will serve a one-year term to create staggered terms. Robert's Rules of Order will be followed to open and close each Technical Advisory Committee meeting and to bring a motion to the floor. Decisions shall be made by a vote of the majority of voting members present. The Technical Advisory Committee will meet monthly for its first six months of operation and at least quarterly thereafter. During one of these meetings each year, the Technical Advisory Committee will elect four of its members to serve on the Leadership Council, with one being a member who is currently experiencing homelessness or has experienced homelessness within the past five years (lived experience). The three additional Technical Advisory Committee members should represent a diversity of sectors, ensuring that both rural and urban constituencies are represented.

Task Group Membership

Each standing Task Group will comprise at least four voting members of the Technical Advisory Committee. Robert's Rules of Order will be followed to open and close Task Group meeting and to bring a motion to the floor. Decisions shall be made by a vote of the majority of voting members present. Task Groups will meet as often as necessary to achieve their goals and objectives. Each Task Group will elect a chairperson responsible for (1) determining when the Task Group will meet and leading the meetings of the Task Group and (2) ensuring that the Task Group has annual goals, objectives, and a work plan that align with the strategic vision established by the Leadership Council to achieve functional zero homelessness in Sonoma County. Each Task Group Chair (or a designated representative of the Task Group who is an appointed member of the Technical Advisory Committee) will present the work and outcomes of the Task Group at all meetings of the Leadership Council. Each Task Group Chair will serve a two-year term. The chair of each Task Group is encouraged to invite community members with targeted expertise to serve as nonvoting members of the Task Group. Providing the opportunity for nonvoting community members to serve on Task Forces will build leadership capacity and prepare these nonvoting members to become selected as voting members in the future.

Collective of the Task Group Chairs

Each year, all Task Group chairs will elect one of the chairs to serve as the chair of the Technical Advisory Committee and one to serve as vice-chair of the Technical Advisory Committee, each for a one-year term. The chair will be responsible for leading the meetings of the Technical Advisory Committee and the collective of Task Group chairs. The vice-chair will lead the meetings if the chair is unable to do so. The Task Group chairs will meet at least quarterly to discuss the work of their respective task groups and prepare for their presentations at Leadership Council meetings. Providing opportunities to serve in leadership roles on the Technical Advisory Committee will enable members of the Technical Advisory Committee to develop their leadership capacity and prepare them to ultimately serve as elected members of the Leadership Council.

The Task Group chairs will be responsible for working together to establish any ad hoc Task Groups authorized by the Leadership Council. The Task Group chairs will elect a voting member of the Technical Advisory Committee to serve as chair of any ad hoc Task Groups authorized by the Leadership Council. All ad hoc Task Group chairs will be responsible for selecting qualified individuals to serve on the ad hoc Task Group. Other than its chair, ad hoc Task Group members are not required to be voting members of the Technical Advisory Committee.

Lead Agency

Interim Lead Agency: Sonoma County Community Development Commission

According to HomeBase, in an effective homeless system of care, Lead Agency professional staff play a key role, serving as a bridge between the Primary Decision-Making Group and the Task Groups. Professional staff members of a Lead Agency are responsible for providing support, data, and accountability to both groups, and have roles and responsibilities that should be clearly defined in an annual Memorandum of Understanding (MOU). Sonoma County's current Lead Agency and Continuum of Care applicant, a role required by HUD, is the Sonoma County Community Development Commission (CDC). As part of Sonoma County's homeless system of care redesign, the CDC will continue to serve as the interim Lead Agency and CoC applicant until a Lead Agency is selected by the Leadership Council.

HomeBase's review of the professional staff involved in conducting Sonoma County's homeless initiatives revealed that "staff from the City of Santa Rosa, Petaluma, and key providers conduct similar work (to the CDC staff) that is not necessarily aligned with county or CoC funding." HomeBase findings also indicate that staff from the CDC, the Santa Rosa Department of Housing & Community Services, Petaluma, and key providers "run work groups, complete annual funding applications, monitor program performance, implement best practices, and design initiatives, along with many other tasks," resulting in a duplication of effort. To reduce this overlap in staff support, HomeBase recommended that the Lead Agency should attempt to align staffing patterns and resources to reduce fragmentation, duplication, and overlap.

Roles and responsibilities

The roles and responsibilities for the Lead Agency include the following.

- A. Serve as the Lead Agency for the Sonoma County Continuum of care
- B. Serve as the CoC Applicant, per HUD guidelines
- C. Prepare all HUD-required CoC documentation and submit all required documentation to HUD on a timely basis
- D. Manage Sonoma County's Coordinated Entry System
- E. Implement Sonoma County's Point-in-Time Count in alignment with HUD requirements
- F. Develop and implement a process for accepting nominations to the Technical Advisory Committee
- G. Staff the Leadership Council, Technical Advisory Committee, and Task Groups
- H. Manage the Sonoma County HMIS
- I. Manage the CoC's NOFA application to HUD to be approved by the Leadership Council
- J. Conduct rating and ranking process to assist the Leadership Council in making funding decisions

- K. Make funding recommendations to the Leadership Council Conduct rating and ranking process to assist the Leadership Council in making funding decision
- L. Follow Brown Act rules and regulations and ensure that all meetings of the Leadership Council follow Brown Act regulations and that all appointments are made in compliance with the Maddy Act. Ensure that the Technical Advisory Committee operates in a transparent manner that keeps constituents informed of its practices.
- M. Ensure that all members of the Leadership Council complete an annual Form 700 Statement of Economic Interests and file it with the California Fair Political Practices Commission.
- N. Ensure that all data is reported accurately and with integrity so that the Leadership Council has confidence in the credibility of all reported data presented to its members
- O. Protect all Personally Identifiable Information (PII) in accordance with HUD guidelines
- P. Build support among county constituents for the Leadership Council's vision to achieve functional zero homelessness in Sonoma County
- Q. Communicate activities and outcomes related to achieving functional zero homelessness in Sonoma County

5. Roles and responsibilities of individuals serving in the new leadership structure

The current members of the Sonoma County CoC will be invited to serve on the Technical Advisory Committee for its first year of operation. After one year, these current CoC members may transition into serving on the Technical Advisory Committee through an application process that will be administered by the Lead Agency. This new structure will provide transitioning members with a more significant role in recommending homelessness-related policy than under the current structure. Under the new structure, members of the Technical Advisory Committee will have a defined role in recommending specific policies and procedures to the Leadership Council (the Continuum of Care Board) for implementation. In addition, methods of communication among Task Groups, the Lead Agency, and the Leadership Council will be well-defined and intentional. Individuals serving on the Leadership Council and Technical Advisory Committee will be expected to act and make decisions in the best interest of the collective goal of achieving zero functional homelessness in Sonoma County as opposed to what is in the best interest of them personally or the organizations/constituency they represent.

6. Values and principles that will guide the leadership of the Sonoma County Homeless System of Care

All meetings of the Leadership Council will be subject to Brown Act regulations. All appointments will be made in compliance with the Maddy Act. The Technical Advisory Committee will operate in a transparent manner that keeps constituents informed of its practices. Decisions made by the Leadership Council and the Technical Advisory Committee and its Task Groups will be made by majority rule, in accordance of Robert's Rules of Order, to ensure clarity and transparency. All voting members of the Leadership Council will be required to complete an annual Form 700 Statement of Economic Interests and file it with the California Fair Political Practices Commission.

The Leadership Council will need to establish values and principles that will guide the actions of those serving in a leadership capacity of the Sonoma County Homeless System of Care. Examples of values and principles could include the following:

- A. Embrace a Housing First approach to addressing homelessness.

- B. Support a Coordinated Entry System.
- C. Take a humanitarian person-centered approach to providing solutions for Sonoma County's crisis of homelessness.
- D. Accountability and transparency are imperative for use of public funds to address homelessness.
- E. Take a comprehensive, county-wide approach to addressing homelessness and support a Coordinated Entry System.
- F. Commit to recommend and implement best practices, while embracing innovative approaches to achieve zero functional homelessness.
- G. Ensure that there is rotation among the members of the Technical Advisory Committee who serve on the Leadership Council to avoid having the same individuals or the same organizations representing the Technical Advisory Committee on the Leadership Council.
- H. Open, respectful, and inclusive communication among the individuals serving on the Leadership Council and Technical Advisory Committee and the staff of the Lead Agency is essential.
- I. The implementation of this new leadership structure will be phased in based on staff capacity.
- J. Members of the Leadership Council and Technical Advisory Committee will be cognizant that the number and scope of work of standing and ad hoc Task Groups must be aligned with the staff's capacity to support them.
- K. Consider the needs of both rural and urban constituencies.
- L. Comply with federal requirements for a Continuum of Care.
- M. Make data-driven decisions aligned with evidence-informed practices.
- N. Respect the personal privacy of people inquiring about and receiving homeless services.
- O. Accept information and data provided by through the Leadership Council, Technical Advisory Committee, and Lead Agency as valid and trust that it is presented in the best interest of the Sonoma County Homeless System of Care.

7. Implementation strategy

The following tasks and timeline will guide the implementation of the transition from Sonoma County's current environment of addressing homeless to the new collective-impact System of Care.

Task	Timeline	Responsible Party
Start-up Activities: August 2018-July 2019		
Develop the application process and related electronic forms for membership on the Technical Advisory Committee; Provide outreach to the community that these positions are available	By August 2018	CDC
Sonoma County Board of Supervisors and Santa Rosa City Council make appointments to the Leadership Council	By September 2018	Board of Supervisors and Santa Rosa City Council
Interim Selection Committee of the Leadership Council approves Technical Advisory Committee members; Notify Technical Advisory Committee members of their appointments	By October 2018	Interim Selection Committee of the Leadership Council; CDC

Develop the draft Governance Charter in compliance with HUD requirements that details the functions of the Leadership Council, Technical Advisory Committee, and Lead Agency; staff roles; policies and procedures for executing CoC and Lead Agency responsibilities; code of conduct, recusal process for the Leadership Council; and process for amending the charter	By October 2018	CDC
Technical Advisory Committee conducts its first meeting; The Technical Advisory Committee members nominate and elect 4 Advisory Committee members to serve on the Leadership Council in the required positions; During this meeting, the Advisory Committees determine who will serve on each Task Group; Each Task Group meets during a breakout session of this meeting to select its chair	Early November 2018	Technical Advisory Committee
Leadership Council conducts its first meeting and selects its chair and vice-chair; Approves Governance Charter; Establishes values and principles to guide the leadership of the Sonoma County Homeless System of Care	Mid-November 2018	Leadership Council
Leadership Council meets to take action on new funding available through the State of California	Mid-December 2018	Leadership Council
Task Groups meet to establish goals and work plans and work together regularly toward implementing goals	Starting in mid-December 2018—ongoing, as needed	Technical Advisory Committee's Task Groups
Technical Advisory Committee meets monthly for the first six months	December 2018-April 2019	Technical Advisory Committee
Leadership Council meets every other month for the first year	January, March, May, June, July, September, 2019	Leadership Council
Establish a vision for achieving functional zero homelessness in Sonoma County and a Housing First strategy	By March 2019	Leadership Council
Brand Sonoma County's Homeless System of Care	By April 2019	CDC (contracted services)
Leadership Council selects a Lead Agency	By July 2019	Leadership Committee
On-going activities		
The Technical Advisory Committee meets at least quarterly after the first six months	July, October, January, and April of each year (may be more frequently)	Technical Advisory Committee

Provide outreach to the community that positions are available on the Technical Advisory Committee; Accept applications online	August-September, 2019	Lead Agency
Leadership Council approves Technical Advisory Committee members; Notify Technical Advisory Committee members of their appointments	October 2019	Leadership Council; Lead Agency
Leadership Council meets at least quarterly after the first year	December, March, June, and September of each year (may be more frequently)	Leadership Council
Review and update the Governance Charter	January of each year, starting in 2020	Leadership Council
Review, update, and review the process for selecting the Leadership Council to act on behalf of the Continuum of Care at least once every 5 years	By October 2023 and at least every 5 years thereafter	Leadership Council; Lead Agency



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, and of The Board of Commissioners of the Sonoma County Community Development Commission declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2)

The Board of Supervisors of the County of Sonoma and the Board of Commissioners of the Sonoma County Community Development Commission Find:

Whereas, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

Whereas, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2-18);

Whereas, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

Whereas, The County of Sonoma has developed a homelessness plan and undertaken multiple efforts at the local level to combat homelessness;

Whereas, The County of Sonoma finds that 2,835 persons within the County of Sonoma are homeless and living without shelter;

Whereas, The County of Sonoma finds that the number of homeless is significant and these persons are without the ability to obtain shelter;

Whereas, The County of Sonoma finds that the health and safety of unsheltered persons in the County of Sonoma is threatened by a lack of shelter;

Whereas, The County of Sonoma affirms the County of Sonoma's commitment to

Resolution #

Date:

Page 2

combating homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW THEREFORE, BE IT RESOLVED that a shelter crisis pursuant to Government Code §8698.2 exists in the County of Sonoma and that the County of Sonoma is authorized to participate in the Homeless and Emergency Aid Program.

PASSED AND ADOPTED at a regular meeting of the Sonoma County Board of Supervisors and Board of Commissioners of the Sonoma County Community Development Commission this 9th day of October, 2018 by the following vote:

Supervisors/Commissioners:

Gorin:

Rabbitt:

Gore:

Hopkins:

Zane:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Signature of Approving Officer

James Gore, Chair of the Board of Supervisors and Board of Commissioners

ATTEST: _____

Signature of Attesting Officer

Kay Lowtrip, Chief Deputy Clerk of the Board

APPROVED AS TO LEGAL FORM: _____

Signature of Sonoma County Counsel

Bruce Goldstein, Sonoma County Counsel



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, acting as the Board of Commissioners of the Sonoma County Community Development Commission Appointing the Sonoma County Community Development Commission as Administrative Entity for California Emergency Solutions and Housing (CESH) Program

Whereas, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA” dated 08/15/2018 under the California Emergency Solutions and housing (CESH) Program (Program, or CESH Program); and

Whereas, Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds.

Whereas, the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients;

Now, Therefore, Be it Resolved

1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed \$1,687,914 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules

Resolution #

Date:

Page 2

and laws, as well as in a manner consistent and in compliance with the standard Agreement and other contracts between the Applicant and Department.

4. The Executive Director or her designee with the Sonoma County Community Development Commission is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Sonoma County Board of Supervisors and Board of Commissioners of the Sonoma County Community Development Commission this 9th day of October, 2018 by the following vote:

Supervisors/Commissioners:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Signature of Approving Officer

James Gore, Chair of the Board of Supervisors and Board of Commissioners

ATTEST: _____

Signature of Attesting Officer

Kay Lowtrip, Chief Deputy Clerk of the Board

APPROVED AS TO LEGAL FORM: _____

Signature of Sonoma County Counsel

Bruce Goldstein, Sonoma County Counsel

Homeless Update and System Redesign

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

OCTOBER 9, 2018

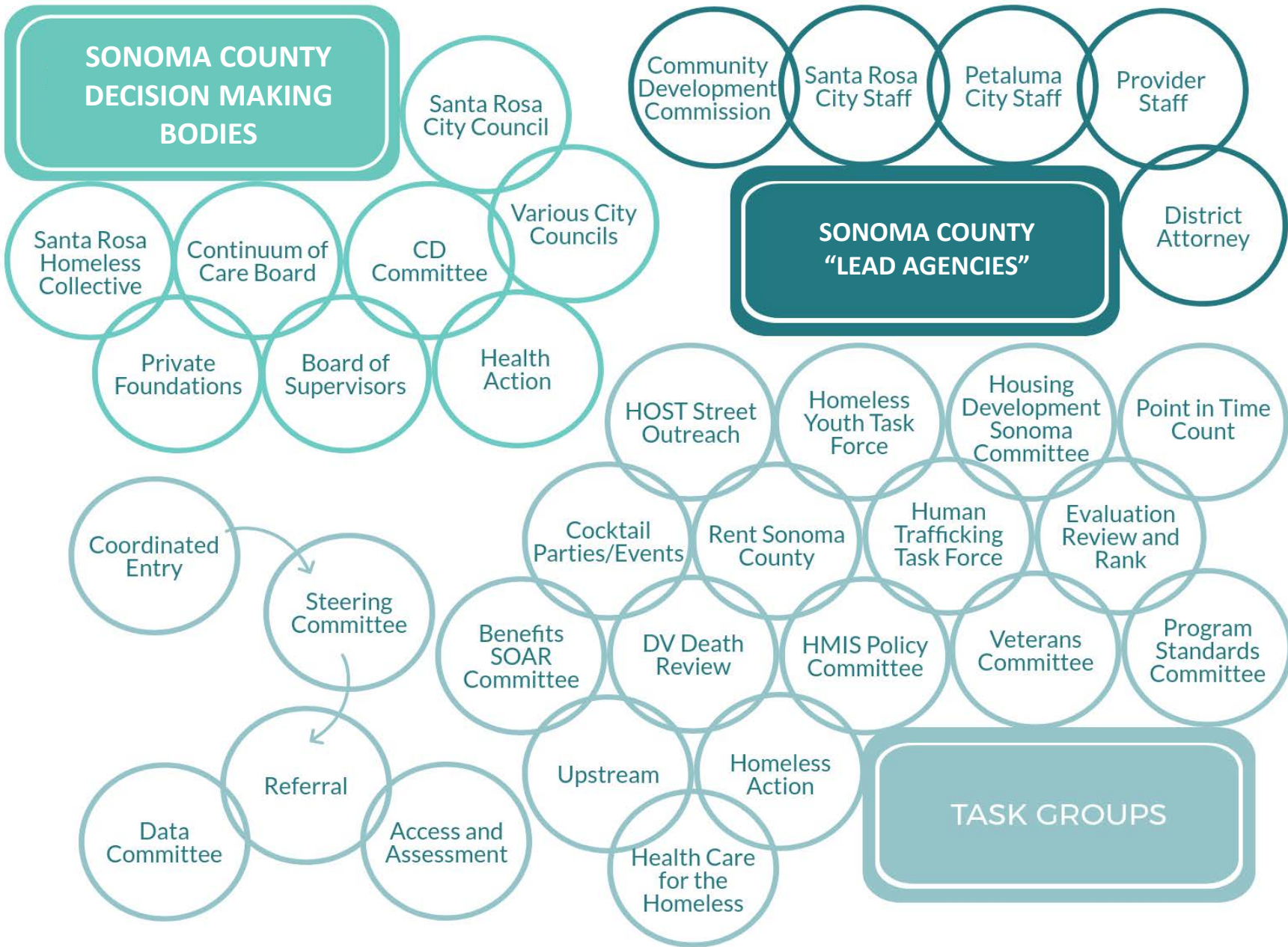


HomeBase Report

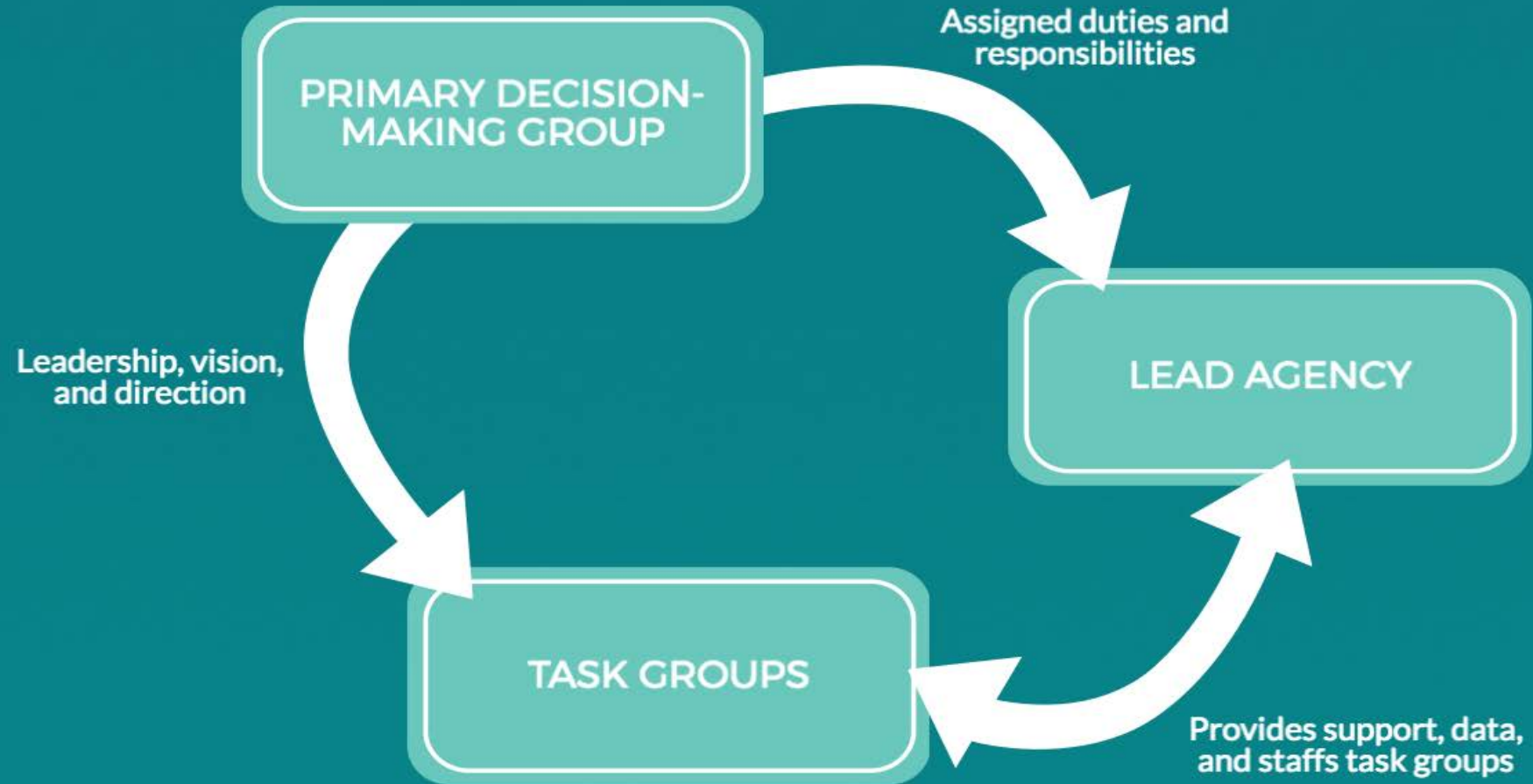
“In [the Sonoma County Homeless System’s] current state, the decision-making process for funding and best practice implementation is so fragmented that without a significant restructuring these recommendations would not be achievable.”

*-HomeBase Legal and Technical Assistance,
September 2017*





IDEAL SYSTEM OF CARE SYMBIOSIS



SONOMA COUNTY HOMELESS SYSTEM OF CARE

Goal:

To achieve *Functional Zero* homelessness in Sonoma County through utilization of a *Housing First* strategy

Functional Zero is reached when the number of individuals experiencing homelessness within a community is less than the average number of individuals being connected with permanent housing each month.

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements.



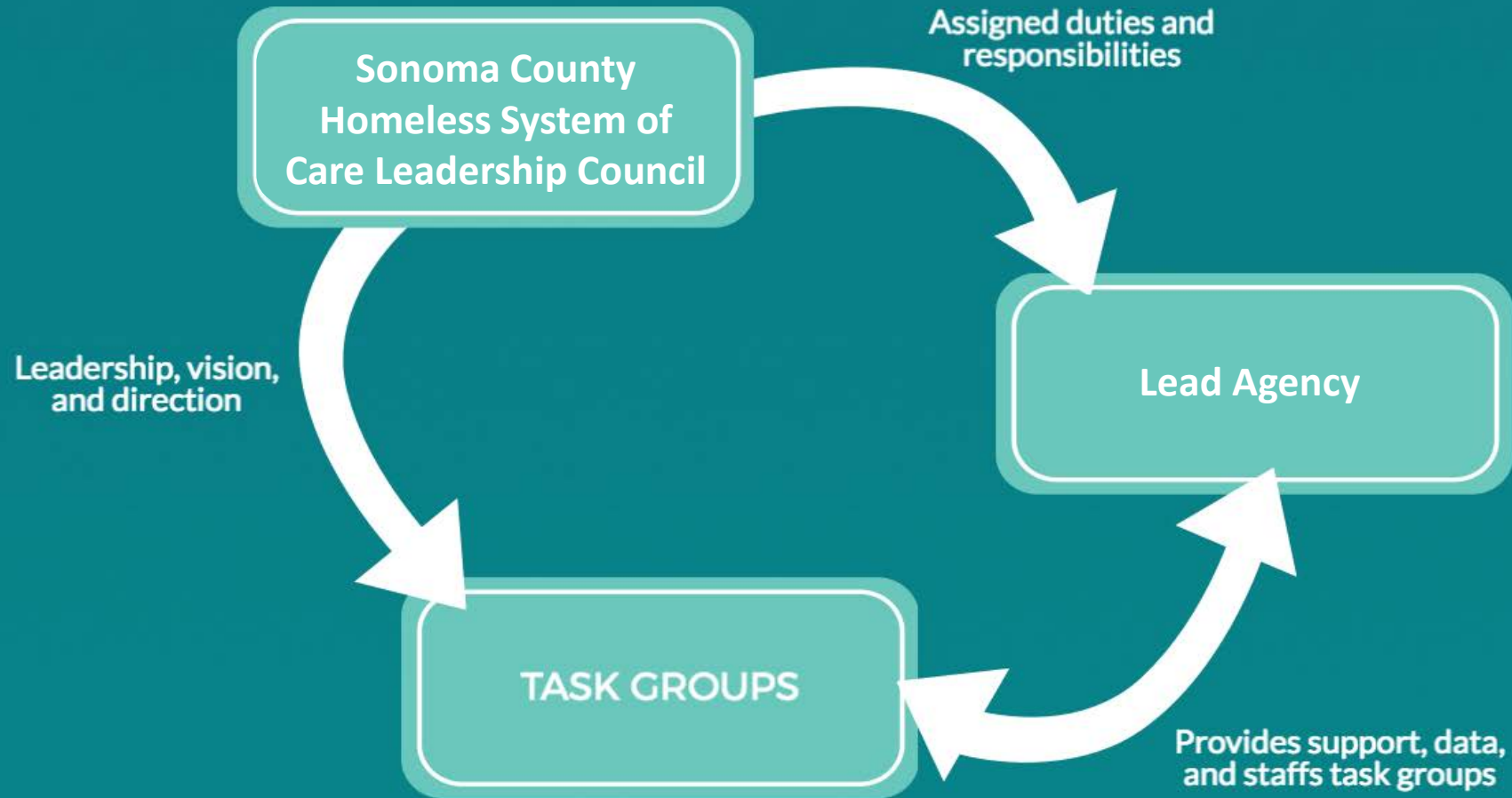
SONOMA COUNTY HOMELESS SYSTEM OF CARE - GOVERNANCE

Roles & Responsibilities:

- Provide leadership and policy direction
- Develop county-wide homeless plan
- Set annual priorities for action
- Pursue strategies for significant impact
- Steward homeless plan implementation and funding
- Focus on plan implementation and prevent mission creep
- Ensure plan and program accountability
- Align public and private homeless funding to plan
- Act as public face for ending homelessness
- Serve as county Continuum of Care Board
- Build relationships across sectors
- Determine the necessary task groups to support the Leadership Group



SONOMA COUNTY HOMELESS SYSTEM OF CARE



**4 TAC
Members**
(chosen by
TAC)

LEADERSHIP COUNCIL

**5 Elected
Officials**

Technical Advisory Committee (TAC)

Business

Health
Dept.

Housing
Depts.

Service
Providers

Seniors

Human
Services
Dept.

Private
Fundors

Hospitals

Lived
Experience

Clinics

Volunteer
Center

Public
Safety

Education

Youth

Non-
Profit
Housing

Faith
Based



SONOMA COUNTY HOMELESS SYSTEM OF CARE – NEXT STEPS

October:

- County designation of Leadership Council representatives
- Recruitment of Technical Advisory Committee (TAC)

November:

- Selection of Technical Advisory Committee
- First meeting of Technical Advisory Committee
 - Selection of TAC representatives to Leadership Council
 - Establishment of key Task Groups

December:

- First meeting of Leadership Council
- Recommendations for Homeless Emergency Assistance Program funds



STATE HOMELESS FUNDING PACKAGE

California State Homeless Emergency Aid Program (HEAP)

- \$12.1 million awarded to the Continuum of Care, to be spent over 2 years
- Must declare “Shelter Crisis”
- A broad range of “emergency” supports to individuals, families and transition-aged youth:
 - Services, including outreach, prevention services, navigation services, operating support
 - Rental assistance or subsidies, including rapid re-housing and eviction prevention
 - Wide range of eligible capital improvements, including permanent supportive housing
- Leadership Council must be formed by December 2018 to access and authorize funds



STATE HOMELESS FUNDING PACKAGE

California Emergency Solutions and Housing Program (CESH)

- \$843,907 for up to 2 years, administered by Community Development Commission
- Serving homeless individuals and families through:
 - Rapid Re-Housing
 - Operating subsidies for permanent housing units for homeless persons
 - Flexible housing subsidy funds
 - Operating support for emergency shelter & housing, including
 - Navigation centers
 - Street outreach
 - Shelter diversion and homelessness prevention
 - System planning and infrastructure needs (data, coordinated entry, planning)



RECOMMENDED ACTIONS

- Approve the creation of a new leadership body for the Sonoma County Homeless System of Care
- Approve a revised Declaration of Shelter Crisis for Sonoma County to align with State requirements
- Designate the Community Development Commission as the recipient for California State Homeless Emergency Aid Program (HEAP)
- Authorize the Community Development Commission to apply for and receive California Emergency Solutions and Housing Program (CESH) funds.





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors, Board of Directors of the Sonoma County Agricultural Preserve and Open Space District and the Board of Directors of the Sonoma County Water Agency

Board Agenda Date: October 9, 2018

Vote Requirement: 4/5

Department or Agency Name(s): General Services; Sonoma County Agricultural Preserve and Open Space District; Sonoma County Water Agency

Staff Name and Phone Number:

Caroline Judy, Director, General Services 565-2550
Robert Pittman, Assistant County Counsel 565-2421

Supervisorial District(s):

All

Title: Introduction of Ordinance Vacating Approval of the Chanate Campus Development and Disposition Agreement By Rescinding Ordinance No. 6205.

Recommended Actions:

1. Adopt a Resolution reading title of and waiving further reading of the proposed ordinance;
2. Introduce Ordinance Rescinding Ordinance No. 6205 and vacating the approval of the Development and Disposition Agreement to sell the Chanate Campus to Chanate Community Development Partners, LLC (first reading);
3. Consider options for and provide direction to Staff on the future of the Chanate Campus including: (i) completing an environmental review and re-entering a new Development and Disposition Agreement to sell the Chanate Campus to Chanate Community Development Partners, LLC; (ii) engaging in a new surplus process to sell the Chanate Campus; and (iii) exploring options to combine disposition of the Chanate Campus with the facility planning process for the County Government Center.
4. Direct staff to explore ways to protect Parcel J as an open space resource.

Executive Summary:

The purpose of this Ordinance is to rescind Ordinance No. 6205—which approved the Development and Disposition Agreement (DDA) for the Sale of the Chanate Campus—in order to comply with the Court’s order in *Friends of Chanate v. County of Sonoma, Chanate Community Development Partners, LLC*, SCV-261103. The Superior Court direct the Boards of Supervisors and the Boards of Directors for the Ag + Open Space District and the Water Agency to vacate their decision approving the DDA. The second reading (adoption) will be scheduled for October 16, 2018. Staff also seeks Board direction on following options for the future of the Chanate Campus: (1) conduct a comprehensive environmental review of

the transaction and development proposed under the draft DDA and determine whether to enter a new DDA with Chanate Community Development Partners, LLC; (2) reject all prior bids and initiating a new surplus process to dispose of the Chanate Campus; or (3) explore combining the disposition of the Chanate Campus with the facility planning process for the County Government Center.

Discussion:

Background:

On July 11, 2017, the Board adopted Ordinance No. 6205 authorizing the Development and Disposition Agreement (“DDA”) to sell 81.56 acres of land known as the Chanate Campus to Chanate Community Development Partners, LLC (“Developer”). The approval of the DDA was the culmination of more than three years of planning efforts by the Facilities Ad Hoc Committee to find the best option for repurposing the functionally obsolete and seismically unsound Chanate campus.

The DDA would yield the following public benefits: (1) a purchase price of up to \$12 million (depending on the total number of units approved by the City of Santa Rosa); (2) a significant affordable housing component requiring 20-percent of all residential units be rented and occupied by very-low income households for a period of not less than 55 years; (3) up to 860 residential units, including up to 250 units for senior households and 60 units for veterans; and (4) a variety of public improvements including trails, public recreation areas, and an amphitheater.

On August 9, 2017, a group known as Friends of Chanate (“Petitioners”) filed a legal challenge to the approval of the DDA. Petitioners challenged the DDA on three grounds: (1) the sale constituted an impermissible gift of public funds; (2) the Board of Supervisors violated the Brown Act by meeting in closed session to discuss the DDA; and (3) the Board of Supervisors failed to comply with the California Environmental Quality Act (CEQA) in approving the DDA.

Court’s Order:

Trial on the action was held on July 20, 2018. The Court found in favor of the County and Developer as to the alleged violations of the Brown Act and Constitutional Gift of Public Funds Claims. However, the Court sustained Petitioner’s CEQA challenge and ordered the County to vacate its decision approving DDA for failure to conduct environmental review before approving the DDA. Complying with the Court’s order requires the Board to rescind Ordinance No. 6205. The purpose of this Board item is to introduce the attached Ordinance to rescind Ordinance No. 6205, thereby vacating the approval of the DDA. Second reading and adoption of the proposed Ordinance will be scheduled for October 16, 2018.

Options for Moving Forward:

Rescission of Ordinance No. 6205 leaves the future of the Chanate Campus uncertain. Staff recommend the Board consider the options outlined below and provide direction.

Option 1—Conduct Environmental Review on Proposal Submitted by Developer and Pursue new DDA

The Board could choose to pursue a DDA with Developer. This option requires the County to conduct an environmental review of the proposed transaction and the potential development contemplated by the parties. This process could take up to 24 months to complete and will require the County to act as lead agency, despite the fact the property falls within the jurisdiction of the City of Santa Rosa. This option would require close consultation with the City as the ultimate land use decision maker.

The upside of this option is that it maintains the potential viability of the proposal submitted by Developer and the many public benefits identified by the Board. In addition, the CEQA process would allow an opportunity to refine or modify any components of the proposal that adversely impact the environment or adjacent neighborhood. If ultimately approved, this option would clearly advance the Board's goal to provide affordable housing to the community, as it obligates Developer to develop 20-percent of all units on the property at affordable costs.

Option 2—New Surplus Process

Alternatively, the County could reject both proposals received under the Request For Proposals circulated in February 2016 and engage in a new surplus process. Government Code section 54220 and following govern the surplus property process. This process requires the County to make written offers to sell the Chanate Campus to certain statutorily designated public agencies or housing sponsors to facilitate the development of affordable housing, parks, or school facilities before the County may dispose of the property. The process generally takes between 60-90 days. If a successful bid is received, it would further the Board's goals to provide affordable housing for the most vulnerable segments of the population, since any entity purchasing the Chanate Campus through the surplus process must provide at least 25-percent of all units on the property at affordable housing costs.¹ Further, the sale of the Chanate Campus to one of the designated entities through the surplus process is exempt from the California Environmental Quality Act.²

If the surplus process is unsuccessful, the County could issue a new request for proposal for an unrestricted open sale of the Chanate Campus. The timing to complete such a solicitation will vary depending on how long the County circulates the request for proposals and the number of responses received.

Option 3—Explore Combining with County Government Center process.

The County is currently exploring options for addressing our facilities needs and reutilization potential for the County Government Center. As part of that process, the County and City jointly issued a Request for Information from private developers to determine the interest in a possible public-private partnership to redevelop the County's and City's respective campuses. The Board could explore combining the disposition of the Chanate Campus with that process. Unfortunately, the facility planning process is just beginning, and combining disposition of the Chanate Campus with that process would delay both disposal of the functionally obsolete and seismically unsound Chanate campus and the potential construction of needed affordable housing.

¹ Cal. Gov. Code § 54222.5.

² CEQA Guidelines § 15312.

Additional Considerations.

The Chanate Campus includes a 9.96 acre parcel of land identified by Sonoma County Assessor’s Parcel No. 180-090-016 and more commonly referred to as “Parcel J.” As a condition to the close of escrow, the terms of the DDA required Developer to record a conservation easement over Parcel J to protect the 9.96-acre parcel and provide for its perpetual use exclusively for conservation purposes. The Court’s order to vacate the approval of the DDA effectively leaves Parcel J unprotected. Staff recommend that the Board direct staff to explore and return to the Board with recommendations for ways to protect Parcel J as an open space resource.

Recommended Action:

Staff recommend that the Board take the following actions:

- Adopt the attached resolution introducing the proposed ordinance to rescind Ordinance No. 6205 by title only and waiving further reading of said ordinance;
- Introduce the attached ordinance rescinding Ordinance No. 6205 in its entirety (first reading); and
- Provide direction to staff regarding which of the options to pursue.
- Direct staff to explore and return to the Board with recommendations for ways to protect Parcel J as an open space resource.

Prior Board Actions:

June 20, 2017 – Ordinance No. 6205 introduced; adopted on July 11, 2017.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
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:			

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA (COUNTY), THE BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT (DISTRICT), AND THE BOARD OF DIRECTORS OF THE SONOMA COUNTY WATER AGENCY (WATER AGENCY) RESCINDING AND VACATING ORDINANCE NO. 6205, PREVIOUSLY ADOPTED ON JULY 11, 2017, AS ORDERED BY THE SUPERIOR COURT IN SONOMA COUNTY COURT CASE NO. SCV-261103

The Board of Supervisors of the County of Sonoma, State of California (County), and the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District), and the Board of Directors of the Sonoma County Water Agency (Agency) (collectively, the Boards) ordain as follows:

Section I. Findings. The Boards declare:

- A. On June 20, 2017, the Boards introduced Ordinance No. 6205 to, among other things, approve a Disposition and Development Agreement (DDA) between the County of Sonoma and Chanate Community Development Partners, LLC, to authorize the sale of 82-acres of County-owned land commonly known as the Chanate Campus.
- B. On July 11, 2017, following a second reading, the Boards adopted Ordinance No. 6205.
- C. On August 9, 2017, a group known as the Friends of Chanate filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief against the County of Sonoma and Chanate Community Development Partners, LLC—as Real Party in Interest—in the Sonoma County Superior Court (Case No. SCV-261103). Case No. SCV-26113 asserted three causes of action against the County and Real Party in Interest: (1) the Boards violated the Brown Act by meeting in closed session to discuss the DDA; (2) the Boards failed to comply with the California Environmental Quality Act (CEQA) in approving the DDA; and (3) the sale constituted an impermissible gift of public funds.
- D. Following trial in Case No. SCV-261103, the Court denied relief to Petitioner on the First and Third Causes of Action (alleged violations of the Brown Act and alleged Gift of Public Funds) but granted relief on the Second Cause of Action (CEQA). The Court issued a peremptory writ of mandate and ordered the County to vacate its decision approving the DDA.
- E. In order to comply with the Court’s Judgment in SCV-261103, the Boards intend to vacate their decision approving the DDA by rescinding Ordinance No. 6205.

Section II. Rescission. Ordinance No. 6205, adopted July 11, 2017, is hereby rescinded and nullified in its entirety.

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/Board of Directors 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 9th day of October, 2018, and finally passed and adopted this ___ 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



County of Sonoma
State of California

Date: October 9, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California (County), The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District (District), And The Board Of Directors Of The Sonoma County Water Agency (Water Agency) Vacating Ordinance No. 6205 Previously Adopted On July 11, 2017, Pursuant To Order Of The Superior Court In Sonoma County Court Case Number SCV-261103

Whereas, a proposed ordinance entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State Of California (County), the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District (District), and the Board of Directors of the Sonoma County Water Agency (Water Agency) Rescinding and Vacating Ordinance No. 6205, Previously Adopted on July 11, 2017, as Ordered by the Superior Court in Sonoma County Court Case No. SCV-261103" has been introduced and the title read.

Now, Therefore, Be It Resolved that further reading of the proposed ordinance is waived.

Be It Further Resolved that the Sonoma County Board of Supervisors, the Sonoma County Agricultural Preservation and Open Space District Board of Directors, and the Sonoma County Water Agency Board of Directors will jointly consider adoption of the proposed ordinance on October 16, 2018, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102 A, Santa Rosa, California.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.