

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

TUESDAY

SEPTEMBER 18, 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 web site 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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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 be 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. A 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

**HEALTH SERVICES/HUMAN SERVICES/ PROBATION/DISTRICT
ATTORNEY'S OFFICE/PUBLIC DEFENDER'S OFFICE**

AND

COMMUNITY DEVELOPMENT COMMISSION

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

1. Homeless Mentally Ill Outreach and Treatment Program Funding Resolution:
Adopt a resolution authorizing participation in the one-time Homeless Mentally Ill Outreach and Treatment Program funding opportunity available as a result of Senate Bill 840.

BOARD OF SUPERVISORS

2. Disbursement of Fiscal Year 2018-2019 1st District Community Investment Fund Grant Awards: Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Children's Museum of Sonoma County, \$1,000; Art Escape, \$2,500; Valley of the Moon Natural History Association DBA Jack London Park Partners, \$2,500; Sonoma Valley Visitor's Bureau, \$2,500; Sonoma Valley Education Foundation—Red and White Ball, \$2,500; Agricultural Community Events Farmers' Market—The Springs Community Farmer's Market, \$2,000; Sonoma County Pride—Sonoma County LGBTQI Pride Summer Celebration 2019, \$500; Sebastiani Theatre Foundation, Inc., \$5,000; Glen Ellen Fair Association DBA Glen Ellen Village Fair, \$2,000. (First District)
3. Disbursement of Fiscal Year 2018-2019 Fourth District Community Investment Fund Grant Awards:
Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and promotions activities for FY 2018-2019: Active 20-30 Club – Red White and Boom, \$1,500; Alexander Valley Film Society – Alexander Valley Film Festival, \$2,500; Boys and Girls Clubs of Central Sonoma County – 2018/2019 program, \$2,500; Cloverdale Historical Society – Cloverdale Sculpture Trail, \$1,000; Friends of Lake Sonoma – 2019 Lake Sonoma Steelhead Festival, \$1,500; Geyserville Chamber of Commerce – Fall Colors, \$1,000; Geyserville Lodging Association – Beer, Wine, and Spirits Festival, \$800; Rotary Club of Cloverdale – Asti Tour De Vine, \$500. (Fourth District)

4. Disbursement of Fiscal Year 2018-2019 Fifth District Community Investment Fund Grant Awards:
Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Children’s Museum of Sonoma County – monthly events and programming, \$3,000; City of Sebastopol – Housing Fair, \$500; Coastwalk California – Clean Up Day 2018, \$1,500; Graton Community Club – Spring and Fall Flower Shows, \$1,000; Los Cien Sonoma County Inc. – voter education program, State of Latino Forum, and monthly events, \$2,500; Russian River Chamber of Commerce – online social media marketing program, \$3,500; Russian River Rotary Foundation – Rockin’ the River Concert series, \$5,000; Sebastopol Area Senior Center – Legacy Thrift Shop and Holiday Store, \$2,765; Sebastopol Chamber of Commerce and Visitor Center – Apple Blossom Festival and Parade, \$2,000; Slow Food – promotion of local grown apples at Sonoma County Airport, \$1,000; Stewards of the Coast and Redwoods – three events, \$5,000 and Surfrider Foundation Sonoma Coast – Annual Blue Water Paddle Race, \$1,000. (Fifth District)

COUNTY ADMINISTRATOR

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

GENERAL SERVICES/SHERIFF’S OFFICE

6. Sonoma Raceway Radio Communications Site Lease, Sears Point, Hwy 37/121:
Authorize the General Services Director to execute a lease with Speedway Sonoma, LLC, (Landlord) for premises located at 29355 Arnold Drive, Sonoma, CA 95476 (also known as Sears Point) at the intersection of Hwy 37 and 121 (Assessor’s Parcel No. 068-150-056). The initial term of the Lease will be ten (10) years, with four (4) additional five (5) year extensions. In lieu of monetary rent owed by the County, County shall provide landlord with use of the new improvements County will construct on the lease premises (2nd action). This lease will afford the County and its residents a direct and substantial community benefit, namely an improved and more reliable public safety communications network in southern Sonoma County and the future ability to install fire watch cameras at the site. (2nd action)(Second District)

GENERAL SERVICES

7. Veterans Memorial Building Use Policy:
Adopt the “Veteran’s Memorial Building Use Policy” to establish and clarify scheduling, fee, and other usage policies regarding uses of the Sonoma County Veterans Memorial Buildings by Veterans organizations, Veterans and community users.

HUMAN RESOURCES

8. Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Prosecutors’ Association:
Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma (County) and the Sonoma County Prosecutors’ Association (SCPA) for the period of September 18, 2018 through May 6, 2019.

9. Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Deputy Public Defender Attorneys' Association:
Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma (County) and the Sonoma County Deputy Public Defenders' Association (SCDPDAA) for the period of September 18, 2018 through May 6, 2019.

PERMIT AND RESOURCE MANAGEMENT

10. Application to California Coastal Commission for Local Coastal Plan Grant:
Adopt a resolution authorizing Permit Sonoma to submit a planning grant application to the California Coastal Commission for \$200,000 in funding for a Local Coastal Program Update to include climate adaption policies for sea level rise and greenhouse gas emissions reductions.

SHERIFF'S OFFICE

11. Agreement for Telecommunication Installation and Maintenance Services:
Authorize the Sherriff to execute the Agreement for Telecommunication Installation and Maintenance Services between the Sheriff's Office and the City of Petaluma. The estimated revenue for installation in FY 18/19 is \$48,582. After FY 18/19, the maintenance revenue is estimated to be \$12,444 annually.

APPOINTMENTS/REAPPOINTMENTS

12. Approve the Reappointment of Regina De La Cruz to Agricultural Preservation and Open Space District Fiscal Oversight Commission, representing the Third District, for a term of two years, beginning September 27, 2018 and ending September 27, 2020. (Third District)
13. Approve the Appointment of David Hubbell to the Bicycle and Pedestrian Advisory Committee as the 4th District Alternate for a for a two year term beginning September 18, 2018 and expiring September 18, 2020. (Fourth District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATIONS AT THE BOARD MEETING

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

14. Adopt a Gold Resolution Declaring September 2018 as Prostate Cancer Awareness Month. (Fourth District)
15. Adopt a Gold Resolution recognizing September 15, 2018 through October 15, 2018 as Latino Heritage Month. (Fifth District)

PRESENTATIONS ON A DIFFERENT DATE

16. Adopt a Gold resolution honoring the FARMS Leadership Program for celebrating 20 years of providing hands-on sustainable farming and environmental stewardship experiences to Sonoma County youth. (Fifth District)

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

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

IV. REGULAR CALENDAR

HUMAN RESOURCES

17. Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Law Enforcement Management Association and Government Code 7507 disclosure:
- A) Adopt a Resolution approving an extension to the Memorandum of Understanding (“MOU”) between the County of Sonoma and the Sonoma County Law Enforcement Management Association (“SCLEMA”) for the period of September 25, 2018, through July 2, 2019.
 - B) Receive and Review a Tentative Agreement for the modification of Article 6 (Medical Benefits for Future Retirees) of the Memorandum of Understanding (“MOU”) between the County and SCLEMA for the period of September 25, 2018, through July 2, 2019, so that the Board is informed to receive an actuarial valuation of the impact of proposed changes in retiree medical benefits for SCLEMA members of bargaining unit 44, pursuant to California Government Code Section 7507.

**GENERAL SERVICES/AUDITOR-CONTROLLER/TREASURER-TAX
COLLECTOR**

AND

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

AND

SONOMA COUNTY WATER AGENCY

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

18. Sonoma County Energy Independence Program Semi-Annual Bonding Authorization, Update and Annual Interest Rate Determination:
- A) Accept the Sonoma County Energy Independence Program update through fiscal year 2018.
 - B) Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and
 - C) Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and
 - D) Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment; and
 - E) Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of the interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program.

GENERAL SERVICES/SHERIFF'S OFFICE

19. Main Adult Detention Facility Inmate Connector:
- A) Award a design build contract with Thompson Builders Corporation for the Main Adult Detention Facility Inmate Connector in the amount of \$9,085,658. (Majority)
 - B) Adopt Resolution authorizing budgetary transfer within the Capital Projects FY 2018-19 Adopted budget in the amount of \$2,887,096 to provide a portion of the funds necessary for the Inmate Connector project. (Majority)
 - C) Adopt Resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$1,166,112 to complete the total \$14,502,409 funding required for the Inmate Connector project.
(4/5th Vote Required)

V. PUBLIC COMMENT ON CLOSED SESSION ITEMS

VI. CLOSED SESSION CALENDAR

20. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – *California North Bay Fire Cases*, San Francisco Superior Court, JCCP 4955 (Government Code Section 54956.9(d)(1).)
21. The County of Sonoma Board of Supervisors will meet in closed session for the following: Public Employee Appointment, Independent Office of Law Enforcement Review and Outreach Director. (Government Code Section 54957(b)(1)).
22. The Board of Supervisors, the Board of Directors of the Water Agency, the Board Commissioners of the Community Development Commission, and the Board of Directors of The Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiators: Christina Cramer/Carol Allen, County of Sonoma, and Rick Bolanos/Heather Coffman, Liebert Cassidy & Whitmore. Employee Organizations: All. Unrepresented employees: All, including retired employees. (Government Code section 54957.6).

VII. REGULAR AFTERNOON CALENDAR

23. RECONVENE FROM CLOSED SESSION

24. REPORT ON CLOSED SESSION

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

BOARD OF SUPERVISORS

25. Home Rebuilds in “G” Geologic Hazard Area Combining District Minute Order:
- A) Approve a minute order resolution directing the Permit and Resource Management Department (Permit Sonoma) and County Counsel to:
 - i. Initiate the process to amend the General Plan and Zoning Code to specify that geologic reports are not required to rebuild single-family homes that were located in the “G” Geologic Hazard Area Combining District and destroyed in the Sonoma Complex Fires, and
 - ii. Concurrently investigate the feasibility of obtaining a Governor’s Executive Order under Government Code section 8571, to temporarily and immediately suspend geologic report requirements to facilitate rebuilding of single-family homes that were located in the “G” Combining District and destroyed in the Sonoma Complex Fires.
 - B) Approve a budgetary adjustment resolution authorizing use of contingency funds in an amount up to \$76,010 to cover associated Permit and Resource Management Department and County Counsel staff time costs, should the Executive Order not immediately issue.
- (4/5 Vote Required) (Fourth District)

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

26. 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>)

27. ADJOURNMENT

NOTE: The next Regular meeting will be held on September 25, 2018, at 8:30 a.m.

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

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: Board of Supervisors of Sonoma County

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Department of Health Services, Human Services Department, Community Development Commission, Probation Department, District Attorney, and Public Defender

Staff Name and Phone Number:

Barbie Robinson, 565-7876, Karen Fies,
Margaret Van Vliet, David Koch, Jill Ravitch, and
Kathleen Pozzi

Supervisorial District(s):

Countywide

Title: Homeless Mentally Ill Outreach and Treatment Program Funding Resolution

Recommended Actions:

Adopt a resolution authorizing participation in the one-time Homeless Mentally Ill Outreach and Treatment Program funding opportunity available as a result of Senate Bill 840.

Executive Summary:

As part of the one-time appropriations authorized by the California legislature to address homelessness, the California Department of Health Care Services recently released funding allocations for Homeless and Mentally Ill Outreach and Treatment Program funding authorized as part of the state's 2018-2019 Budget Act. The Homeless Mentally Ill Outreach and Treatment Program is designed to provide flexible one-time funding for county activities involving individuals with serious mental illness and who are homeless or at risk of homelessness.

To receive allocated funding, Sonoma County must submit a letter of intent along with a resolution adopted by the Board of Supervisors authorizing participation in the Homeless Mentally Ill Outreach and Treatment Program. This item requests adoption of the necessary resolution, which must be submitted to the state by September 25, 2018.

Discussion:

The California Department of Health Care Services recently released funding allocations for one-time Homeless and Mentally Ill Outreach and Treatment Program funding authorized as part of Senate Bill 840, the state's 2018-2019 Budget Act. The Homeless Mentally Ill Outreach and Treatment Program is designed to provide flexible one-time funding for county activities involving individuals with serious mental illness and who are homeless or at risk of homelessness. All California counties are eligible to receive this funding, and counties are encouraged to leverage this funding with other funding sources

and initiatives, including Whole Person Care pilots and efforts to address mental illness among populations with a high likelihood of homelessness, including those with recent involvement in the criminal justice system or release from incarceration. A total of \$50 million is available to California counties through the Homeless Mentally Ill Outreach and Treatment Program. Counties must submit a letter of intent and Board resolution affirming participation by September 25, 2018.

Funding allocation amounts were jointly developed by the California State Association of Counties, the Department of Health Care Services, and the California Department of Finance, with a \$100,000 minimum for rural counties with a population under 200,000 residents, and \$200,000 for rural counties whose percentage of homeless comprises 4.5 percent or more of their total population. Los Angeles County will receive \$15 million (32.5 percent), and the remaining counties will divide \$31.1 million based on their percentage of homeless within that group of counties using the 2017 Point-in-Time count. Sonoma County's funding allocation amount is \$1,314,000, to be encumbered or expended no later than June 30, 2020.

Counties receiving Homeless Mentally Ill Outreach and Treatment Program funding may use this funding to leverage other funding sources, such as federal grants, in serving individuals with severe mental illness who are also homeless or at immediate risk of being homeless. Funds may be used to pay for only that portion of the costs of services not otherwise provided by federal funds or other state funds and shall not supplant other funds for these purposes.

In anticipation of receiving Homeless Mentally Ill Outreach and Treatment Program funding, the Safety Net Departments are assessing several projects that align with Program guidelines and are well-suited to serve the target population. Given that Program funding is for one-time expenditures and must be utilized by June 30, 2020, only projects that will not result in long-term fiscal impacts are being considered. Projects may include expenditures for contracted services and may necessitate the addition of time-limited staff. The Safety Net Departments will seek Board approval, as necessary, to execute services contracts and add staff to support the Homeless Mentally Ill Outreach and Treatment Program. Projects currently identified for consideration include:

- 1) Short-Term Rental Assistance – Pilot and assess different options to use rental assistance that allows for flexibility from program eligibility requirements.
- 2) Capital Improvement Projects – Medical respite model implementation/expansion.
- 3) Asset mapping of all housing programs across Safety Net Departments - Assess all housing programs and highlight those that are available to homeless with serious mental illness and develop coordination and prioritization strategy for the use of these programs for the homeless population. Determine if there are means to streamline use of these particular homeless programs.
- 4) Sequential Intercept Model Mapping Report priority recommendations (a component of the Stepping Up Initiative) – Create and fund a peer navigator/case manager position to support newly released individuals with co-occurring mental health and substance abuse disorders in the community; facilitation of connections with support services, such as peer groups at Interlink Self-Help Center, and cognitive behavioral classes; and build additional supportive housing with case management services for pre and post-adjudicated persons diagnosed as mentally ill.
- 5) Coordinated Entry Support to this list - Additional outreach/assessment services and drop-in hours for the most vulnerable with serious mental illness.

Prior Board Actions:			
None			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Homeless Mentally Ill Outreach and Treatment Program funding will provide flexible one-time funding with the goal of improving outcomes for some of the most vulnerable individuals; those with serious mental illness who are homeless or at risk of homelessness.			
Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	0		
Additional Appropriation Requested	1,314,000		
Total Expenditures	1,314,000	0	0
Funding Sources			
General Fund/WA GF			
State/Federal	1,314,000		
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	1,314,000	0	0
Narrative Explanation of Fiscal Impacts:			
Appropriations related to funding received through the Homeless Mentally Ill Outreach and Treatment Program will be requested when the departments return to the Board with programmatic details and expenditure requests.			
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 authorizing participation in the Homeless Mentally Ill Outreach and Treatment Program			
Related Items “On File” with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution of the Board of Supervisors of the County of Sonoma, State of California, Authorizing the County to Participate in the One-Time Homeless Mentally Ill Outreach and Treatment Funding Opportunity Available as a Result of Senate Bill 840 (Chapter 29, Statutes of 2018)

Whereas, California's Governor Edmund G. Brown, Jr. and the California Legislature have recognized the critical need for funding at the local level to combat homelessness;

Whereas, the Governor, Legislature, and this County recognize the need for outreach and treatment to those who are living with a severe mental illness who are also homeless or at risk of homelessness, including persons participating in Whole Person Care pilots or who have had recent involvement with the criminal justice system or release from incarceration, as well as other special populations within the County;

Whereas, the Governor and Legislature have allocated \$50 million dollars in one-time funding for Fiscal Year 2018-2019 to counties and four eligible cities for the Homeless Mentally Ill Outreach and Treatment allocation;

Whereas, the Governor and Legislature have directed counties to leverage other available funding for this purpose and prohibited any supplantation of existing funding or services in order to maximize the impact of Homeless Mentally Ill Outreach and Treatment allocation dollars locally;

Whereas, the Governor and Legislature require counties that receive Homeless Mentally Ill Outreach and Treatment allocation funding to expend the funding no later than June 30, 2020, and further require counties to report to the Department of Health Care Services the disposition of funds, the services provided, and the number of individuals who received services no later than 90 days after the full expenditure of funding;

Whereas, the County of Sonoma designates the Director of Health Services as the single point of contact to the Department of Health Care Services for the Homeless Mentally Ill Outreach and Treatment allocation; and

Whereas, the County of Sonoma affirms the County's commitment to combatting homelessness and improving outreach and treatment for those living with severe mental illness

Resolution #

Date: September 18, 2018

Page 2

in our communities pursuant to the provisions of Senate Bill 840 and the receipt of Homeless Mentally Ill Outreach and Treatment funding.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma, California, does hereby authorize the County's participation in the Homeless Mentally Ill Outreach and Treatment allocation in Fiscal Years 2018-2019 and 2019-2020.

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 Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin 565-2241

Supervisorial District(s):

First

Title: Disbursement of Fiscal Year 2018-2019 1st District Community Investment Fund Grant Award

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Children's Museum of Sonoma County, \$1,000; Art Escape, \$2,500; Valley of the Moon Natural History Association DBA Jack London Park Partners, \$2,500; Sonoma Valley Visitor's Bureau, \$2,500; Sonoma Valley Education Foundation—Red and White Ball, \$2,500; Agricultural Community Events Farmers' Market—The Springs Community Farmer's Market, \$2,000; Sonoma County Pride—Sonoma County LGBTQI Pride Summer Celebration 2019, \$500; Sebastiani Theatre Foundation, Inc., \$5,000; Glen Ellen Fair Association DBA Glen Ellen Village Fair, \$2,000.

Executive Summary:

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

- 1.) The Children's Museum of Sonoma County (CMOSC) for ongoing promotional efforts for the CMOSC targeting families living in Sonoma County as well as families from outside the area, \$1,000;
- 2.) Art Escape for advertising and promotion of classes, exhibitions, events, and visual art experiences for Sonoma Valley residents and visitors, \$2,500;
- 3.) Valley of the Moon Natural History Association DBA Jack London Park Partners for promoting Jack London Park and Glen Ellen as an off season weekend destination and the re-opening of the park's museum, the House of Happy Walls on November 10, 2018, \$2,500;
- 4.) Sonoma Valley Visitor's Bureau to offset member costs for the Visitor's Bureau for, and increase outreach to, businesses located in the Springs area, \$2,500;
- 5.) Sonoma Valley Education Foundation for the promotion of the 2018 Red and White Ball benefiting public schools of the Sonoma Valley, \$2,500;

- 6.) Agricultural Community Events Farmers’ Market for the 2018 Springs Community Farmer’s Market to increase access to fresh produce and support a community hub in the Springs region of Sonoma Valley, \$2,000;
- 7.) Sonoma County Pride for local and regional advertising and promotion of the Sonoma County LGBTQI Pride Summer Celebration 2019, \$500;
- 8.) Sebastiani Theatre Foundation, Inc for the production of a 30 minute film about the History of Sonoma to be shown at the Sebastiani Theater and educate visitors about Sonoma’s history and culture, \$5,000;
- 9.) Glen Ellen Fair Association DBA Glen Ellen Village Fair to replace custom banners and signs promoting the Glen Ellen Village Fair that were lost in the October 2017 Fires, \$2,000.

Discussion:

The Sonoma County Community Investment Fund grant program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

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

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

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

Prior Board Actions:

None for FY 2018-2019

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	20,500		
Additional Appropriation Requested			
Total Expenditures	20,500		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	20,500		
Use of Fund Balance			
Contingencies			
Total Sources	20,500		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 2018-2019 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

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

Community Investment Fund Policy



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore, 565-2241

Supervisorial District(s):

Fourth

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

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and promotions activities for FY 2018-2019: Active 20-30 Club – Red White and Boom, \$1,500; Alexander Valley Film Society – Alexander Valley Film Festival, \$2,500; Boys and Girls Clubs of Central Sonoma County – 2018/2019 program, \$2,500; Cloverdale Historical Society – Cloverdale Sculpture Trail, \$1,000; Friends of Lake Sonoma – 2019 Lake Sonoma Steelhead Festival, \$1,500; Geyserville Chamber of Commerce – Fall Colors, \$1,000; Geyserville Lodging Association – Beer, Wine, and Spirits Festival, \$800; Rotary Club of Cloverdale – Asti Tour De Vine, \$500.

Executive Summary:

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

- 1.) Active 20-30 Club for the advertising and promotion of Red, White, and Boom; grant award of \$1,500.
- 2.) Alexander Valley Film Society for the advertising and promotion of the Alexander Valley Film Festival; grant award of \$2,500.
- 3.) Boys and Girls Clubs of Central Sonoma County for the advertising and promotion of the 2018/2019 Club program; grant award of \$2,500.
- 4.) Cloverdale Historical Society for the advertising and promotion of the Cloverdale Sculpture Trail; grant award of \$1,000.
- 5.) Friends of Lake Sonoma for advertising and promotion of 2019 Lake Sonoma Steelhead Festival; grant award of \$1,500.

- 6.) Geyserville Chamber of Commerce for the advertising and promotion of Geyserville Fall Colors; grant award of \$1,000.
- 7.) Geyserville Lodging Association for the advertising and promotion of the Beer Wine and Spirits Festival; grant award of \$800.
- 8.) Rotary Club of Cloverdale for the advertising and promotion of the Asti Tour DeVine; grant award of \$500.

Discussion:

The Sonoma County Community Investment Fund grant program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

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

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

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

Prior Board Actions:

Awarded FY 2018-2019: 08/14/2018 Local Events, Organizations, and Economic Development Grants

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$11,300		
Additional Appropriation Requested			
Total Expenditures	\$11,300		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$11,300		
Use of Fund Balance			
Contingencies			
Total Sources	\$11,300		
Narrative Explanation of Fiscal Impacts:			
Funds are included in the FY 18/19 budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
Community Investment Fund Policy			



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 18, 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

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

Recommended Actions:

Approve Community Investment Fund grant awards and Authorize the County Administrator, or designee, to execute an agreement with the following non-profit entities for advertising and economic development efforts for FY 2018-2019: Children's Museum of Sonoma County – monthly events and programming, \$3,000; City of Sebastopol – Housing Fair, \$500; Coastwalk California – Clean Up Day 2018, \$1,500; Graton Community Club – Spring and Fall Flower Shows, \$1,000; Los Cien Sonoma County Inc. – voter education program, State of Latino Forum, and monthly events, \$2,500; Russian River Chamber of Commerce – online social media marketing program, \$3,500; Russian River Rotary Foundation – Rockin' the River Concert series, \$5,000; Sebastopol Area Senior Center – Legacy Thrift Shop and Holiday Store, \$2,765; Sebastopol Chamber of Commerce and Visitor Center – Apple Blossom Festival and Parade, \$2,000; Slow Food – promotion of local grown apples at Sonoma County Airport, \$1,000; Stewards of the Coast and Redwoods – three events, \$5,000 and Surfrider Foundation Sonoma Coast – Annual Blue Water Paddle Race, \$1,000.

Executive Summary:

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

- 1.) Children's Museum of Sonoma County for advertising and promotion of the monthly ongoing events and programs; grant award of \$3,000.
- 2.) City of Sebastopol for advertising and promotion of the Housing Fair; grant award of \$500.
- 3.) Coastwalk California for advertising and promotion of Coastwalk Clean-up Day 2018; grant award of \$1,500.
- 4.) Graton Community Club for advertising and promotion of the Spring and the Fall Flower shows; grant award of \$1,000.

- 5.) Los Cien Sonoma County Inc. for advertising and promotion of Voter Education program, State of Latino Forum and monthly forums and events; grant award of \$2,500.
- 6.) Russian River Chamber of Commerce for advertising and promotion of Online Social Media Marketing for the Lower Russian River; grant award of \$3,500.
- 7.) Russian River Rotary Foundation for advertising and promotion of Rockin' the River Concert Series; grant award of \$5,000.
- 8.) Sebastopol Area Senior Center for advertising and promotion of the Legacy Thrift Shop and Holiday Store; grant award of \$2,765.
- 9.) Sebastopol Chamber of Commerce and Visitor Center for advertising and promotion of the Sebastopol Apple Blossom Festival and Parade; grant award of \$2,000.
- 10.) Slow Food for advertising and promotion of Sonoma County apples at the airport; grant award of \$1,000.
- 11.) Stewards of the Coast and Redwoods for advertising and promotion of the Gourmet Walk in the Woods, the Old Grove Festival and Family Day in Your Park; grant award of \$5,000.
- 12.) Surfrider Foundation Sonoma Coast for advertising and promotion of the Annual Blue Water Paddle Race; grant award of \$1,000.

Discussion:

The Sonoma County Community Investment Fund grant program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development, and community engagement through a variety of grant award and funding avenues. The program provides various grants to community non-profits for advertising and economic development events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally, the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The program provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

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

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

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

Prior Board Actions:

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

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

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$28,765		
Additional Appropriation Requested			
Total Expenditures	\$28,765		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	\$28,765		
Use of Fund Balance			
Contingencies			
Total Sources	\$28,765		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 2018-2019 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
None.
Related Items "On File" with the Clerk of the Board:
Community Investment Fund Policy



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Informational Only

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

Staff Name and Phone Number:

Michael Gossman, 565-2341

Supervisorial District(s):

All

Title: Recovery Update

Recommended Actions:

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

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; **725** certified as finished and ready to rebuild
 - B. City: **450** properties accepted; **438** finished and ready to rebuild
4. USACE Hotline:

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

5. **Over-Excavation Program:**

The California Office of Emergency Services is working with the City of Santa Rosa and County to address over-excavation issues that occurred as part of the Government-Sponsored Debris Removal Program. Cal OES is assessing properties. For properties that meet over-excavation criteria, the State's contractor is working to replace soil to appropriate elevations. As of Sept. 10, **616 property owners have requested and received site assessments; 296 have been ruled eligible for backfill program; backfilling of 183 sites has been completed. A variety of issues have impacted the pace of the project, including the discovery of structural ash, concrete footings and large pieces of concrete that required excavation and removal prior to backfilling work. Structural ash has been found on 77 properties to date; 17 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

8. Two 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/

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

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

Members of the Ad 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 Hoccs 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 Hoccs to articulate two-year work plan

C. Rebuilding Permits

1. County has issued **495 building permits for homes; 222 permits are in process; 5 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 **798 building permits for homes; 286 permits are in process; 12 homes have been finished.** For latest numbers, go to <https://www.srcity.org/2675/Rebuilding>

D. 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 for Federal disaster funding for a term of three years, with the option for two 1-year extensions. Your Board also authorized the County Administrator, or designee(s), to issue and execute Task Orders per disaster recovery

funding stream, up to total amounts not to exceed those specified in the Agreement. Each Task Order will reflect specifics of programming and projects and other circumstances, allowing the County to scale up or down as disaster recovery needs are identified and evolve. Individual Task Orders will be issued by the Office of Recovery and Resiliency for respective programs, projects, grant applications, or other disaster recovery-specific services, as authorized and overseen by the County Administrator. The Office of Recovery and Resiliency is currently developing the first Task Orders for the following activities:

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

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

B. Community Development Block Grant – Disaster Recovery

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

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

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

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

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

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

C. FEMA Hazard Mitigation Grant Program

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

Current Status: The County, along with Sonoma Water, submitted 12 HMGP applications to CalOES by the most recent deadline of September 4, 2018. The list of submitted HMGP applications is attached to this Board item. For projects that were recently removed from the September 4 HMGP submission portfolio, please see the attached HMGP list, which contains information on why these projects were not submitted at this time. Some of these projects

could be submitted in future HMGP opportunities if the necessary technical information is produced.

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

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

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

DR-4353 HMGP Applications – 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)

Between DR-4353 and DR-4344, the County of Sonoma submitted a total of 20 HMGP applications, with the project costs outlined above. Updated HMGP lists are attached.

After meeting the July 2 and September 4 deadlines, Cal OES will then review the applications and determine which will be submitted to FEMA for review and final approval. All projects receiving HMGP grant funding must be completed within three years from the date of award.

D. FEMA Public Assistance

The Disaster Finance Team (consisting of participants from the Auditor-Controller Treasurer-Tax Collector, County Administrator's Office, and County Counsel) is working with FEMA and Cal OES to prepare 22 project worksheets to claim reimbursement for response and recovery costs associated with the October 2017 fires, as well as repair/replacement costs for damages sustained to County property that are not covered by the County's insurance policies. These claims are being submitted through the FEMA Public Assistance Program.

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

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

E. Economic Development Administration – Disaster Supplemental Funding

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

1. Project 1 - Revolving Loan Fund: Sonoma County Economic Development Board as lead applicant. Revolving loan fund to provide credit to Sonoma County entrepreneurs who are traditionally excluded or denied loans from mainstream financial institutions.
2. Project 3 - Regional Construction and Trades Training Center: Santa Rosa Junior College as lead applicant. The EDB is working closely with EDA officials, local construction/trades stakeholders, and Santa Rosa Junior College to propose building a Construction Training Center to train the county's construction workforce of the future.
3. Project 4 - AgTech Incubator: Santa Rosa Junior College as lead applicant. The EDB has engaged in preliminary talks with Benjamin Goldstein, Dean of Agriculture/Natural Resources & Culinary Arts at SRJC. The project goal would be to create a business incubator at the SRJC to develop a possible "talent pipeline" for local agriculture and food/beverage manufacturing. This project concept has support from the SRJC and EDA.

On August 24, 2018, the Economic Development Board submitted a grant application to the EDA for the design/engineering to determine feasibility for broadband deployment in unserved rural areas of the County that serve local businesses, promote job creation/retention, and economic resiliency. This project was developed with the Office of Recovery and Resiliency, Department of Transportation and Public Works, and Information Systems Department in rural areas of the County. The submitted application is for \$605,500 to complete the design, engineering, and feasibility analysis of broadband in select locations.

F. CAL FIRE Grants for Fire Prevention

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

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

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

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 has been awarded an Emergency Dislocated Worker Additional Assistance Grant from the California Employment Development Department to assist dislocated workers affected by the October wildfires. The grant award is \$3,258,473.41 for eighteen months beginning March 1, 2018. The grant funding will allow the WIB and Job Link to provide 1) Quick, business-focused assistance in response to layoffs and/or businesses closing, including layoff prevention; and 2) re-employment assistance for workers who have lost their jobs because their employers' businesses have been destroyed and/or otherwise impacted by the fires. This funding will

support staffing for the anticipated increase in the needs of local business as well as providing basic and individualized career services for approximately 700 of the 4,751 disaster-related unemployment claimants. In addition, the grant will provide staffing, training, and supportive services needed to provide 200 Dislocated Workers with reemployment assistance, including a concerted effort to train and employ at least 30 of these Dislocated Workers in the Building and Trades Industry.

H. Crisis Counseling Assistance and Training Program Grant

The Crisis Counseling Assistance and Training Program (CCP) is administered in Sonoma County through the County Department of Health Services, Behavioral Health Division (DHS-BHD). The CCP helps individuals and communities recover from natural and human-caused disasters through community outreach, counseling, and access to mental health services for survivors of these disasters. This program is funded from a variety of sources. The initial recovery work is being supported by short-term disaster relief grants from FEMA for \$4.3M, awarded in two phases after the DR-4344 presidential disaster declaration. The CCP grant from FEMA ends in January 2019, and the Sonoma County DHS recognizes that the scope of this disaster will require continuation of CCP efforts to support ongoing recovery well beyond 2018. Sonoma County DHS applied to Kaiser Permanente for \$1M, which would be leveraged to secure an additional \$2M, all of which will continue CCP up to September 2019.

I. Coordinate other Recovery-Related Grant and External Funding Opportunities

The Office of Recovery and Resiliency is tracking, investigating, and coordinating other grant opportunities for recovery-related priorities as well. When new opportunities are announced, Grant Summaries and targeted information is provided to County Departments. A comprehensive list of recovery-related external funding opportunities is being developed within the County Administrator's Office, and the status of actions taken is being tracked.

3. Legislative Update

A. Legislative Advocacy

County of Sonoma and City of Santa Rosa elected officials and staff teamed up with Rebuild Northbay Foundation to meet with members of Congress and other key federal officials in Washington, D.C., from September 4-6 to advocate for wildfire rebuilding and recovery efforts. The purpose was to educate federal officials about local needs and the unique challenges created by the October wildfires. Key topics addressed included: recovery progress and obstacles; that FEMA is structured to deal with hurricanes and floods – not wildfire disasters; that the cost of construction in the North Bay is significantly higher than other areas recovering from disasters; that counting homes destroyed when measuring impact doesn't work in Sonoma County because of the multiple families living under one roof in high-cost regions; how federal disaster relief will be allocated.

The delegation included: Supervisor David Rabbitt; Michael Gossman, director of the Office of Recovery and Resiliency; Santa Rosa Mayor Chris Coursey; Sean McGlynn, Santa Rosa City Manager; Napa County Supervisor Belia Ramos; Rebuild Northbay Executive Committee; and Larry Florin, CEO/President of Burbank Housing. Rebuild Northbay Foundation is being led

by a team of community and business leaders focused on understanding what went right and what went wrong, while developing a comprehensive plan for recovery and rebuilding a sustainable and resilient community.

Members of the delegation met with: California Senators Dianne Feinstein and Kamala Harris; House Majority Leader Kevin McCarthy; Pennsylvania Rep. Lou Barletta, Chair of House Transportation and Infrastructure Committee; California Rep. Jeff Denham, member, House Committee on Transportation and Infrastructure; FEMA officials; Housing and Urban Development officials, including Neal Rackleff, Assistant Secretary for Community Planning and Development; staff of Senate Subcommittee on Homeland Security and Committee on Appropriations; and U.S. Chamber of Commerce Foundation.

A current list of disaster response and recovery bills is attached.

4. Looking Forward

A. **Recovery and Resiliency Framework**

1) Community Engagement

The Office of Recovery and Resiliency Staff continues to engage with key community partners through participation in community meetings, partnering on data gathering efforts, and utilization of partner input to shape the recovery planning process. Community members are encouraged to submit recovery related feedback, input, and questions to info@sonomacountyrecovers.org.

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

- (i) Recovery Planning Community Meetings: The Office is holding Recovery Planning Community Meetings to obtain feedback on the Draft Framework and expand a public discussion to gain insight and identify critical changes to the Draft Framework. Sessions were held on:
 - Tuesday, July 10:** County Office of Education in Santa Rosa. About 65 members of the public participated in small group discussions and provided input.
 - Wednesday, July 11:** Sebastopol Center for the Arts in Sebastopol. About 60 members of the public participated in small group discussions and provided input.
 - Wednesday, July 25:** Petaluma Community Center. About 40 members of the public participated in small group discussions and provided input.
 - Thursday, August 2:** Finley Community Center, Santa Rosa. About 70 members of the public participated in small group discussions and provided input.
 - Wednesday, August 8:** Sonoma Veterans Building, Sonoma. About 25 members of the public participated in small group discussions and provided input.Two forums were conducted in Spanish:
 - Tuesday, August 28:** Lawrence Cook Middle School, Santa Rosa. About 40 members of the public participated in small group discussions and provided input.
 - Wednesday, September 5:** La Luz Center, Sonoma.

Additional information, including materials provided at the meetings, in English and Spanish are available on the Sonoma County Office of Recovery website at <https://sonomacounty.ca.gov/ORR/>.

For information on overall recovery efforts, visit www.sonomacountyrecovers.org

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

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

Bay Area Council
Blue Forest Conservation
Burbank Housing
Cal Fire
California Department of Fish and Wildlife
California Forest Management Task Force
California Human Development
Catholic Charities of Santa Rosa
Chandi Hospitality Group
City of Cloverdale
City of Cotati
City of Healdsburg
City of Petaluma
City of Santa Rosa
City of Sonoma
Community Action Partnership of Sonoma County
Community Foundation
County of Lake
County of Marin
County of Mendocino
County of Napa
Crop Performance
District 1 Block Captains
District 3 Block Captains
District 4 Block Captains
Emergency Council
Enterprise Community Partners
FEMA Office of Civil Rights & Liberties
Graton Day Labor
Green Belt Alliance
Habitat for Humanity Sonoma County
HALTER Project
Hanna Boys Center
Hispanic Chamber of Commerce
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 each of the critical areas of recovery. On August 7, 2018, the Department of Health Services, Human Services Department, and the Office of Recovery and Resiliency, provided an update on Safety Net Services Recovery community needs and information on county and community services that are being provided to meet these needs. The Workshop included presentations from community organizations, including Sonoma County Office of Education, SoCo Rises, ROC Sonoma County, North Bay Organizing Project,

Wildfire Mental Health Collaborative, and the Community Foundation Sonoma County.

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

- 2) Timeline: The Framework will be brought to your Board for consideration on September 25, 2018.

Prior Board Actions:

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:			
09-18-2018 CAO Recovery Update_Att A HMGP NOI 4344 09-18-2018 CAO Recovery Update_Att B HMGP NOI 4353 09-18-2018 CAO Recovery Update_Att C Fire Bills 09-18-2018 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	Jurisdiction	Task Force	Department	Project Title	Project Description	Estimated Total			Local Share		Local Share Detail	Status	Notes
						Cost	Federal Share	Local Share	Y/N	Local Share Detail			
Flood	Community Development	Housing	CDC	Sonoma County Flood Elevation Program	Elevate homes and provide other mitigation measures for properties on the NFIP repetitive loss list.	\$ 1,807,043	\$ 1,355,282	\$ 451,761	N	Property Owner Contribution	App Submitted 7/1/2018		
Fire	County	All	FES	Sonoma County Community Wildfire Protection Plan Update & LHMP Annexation	Update the existing Sonoma County Community Wildfire Protection Plan to reflect the post-2017 fire landscape in our county, and integrate and 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	County	All	General Services	Fire Early Warning and Detection Camera System	Create a fire early warning camera system by installing fire monitoring cameras at strategic locations throughout the County, with associated microwave/tower 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	County	Infrastructure	General Services	Seismic upgrades for Petaluma Veterans Building	Retrofit Petaluma Veterans hall for Seismic Stability	\$ 1,993,367	\$ 1,495,025	\$ 498,342	Y	\$425,808 in FY18-19 capital projects	App Submitted 7/1/2018	additional \$425,808 set aside in Capital Projects for FY18-19 (covers most of FY 2018-19)	
All	County	Infrastructure	ISO	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	County	Natural Resources	Parks	Stabilizing and re-vegetation of Hood Mountain	Revegetate and stabilize soil in areas burned by the fire and damaged by fire suppression efforts such as bulldozer lines to prevent flooding, erosion, and debris flow that could damage properties down stream.	\$ 310,813	\$ 233,110	\$ 77,703	Y	County General Fund	App Submitted 9/4/2018		
All	County	All	PRMD	Sonoma County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update	Update the Sonoma County LHMP to incorporate better understanding of the wildfire, tsunami, and earthquake hazards including custom HAZUS models for each jurisdiction. County LHMP will become a multi-jurisdictional plan to include county districts and other jurisdictions that want to participate.	\$ 333,333	\$ 250,000	\$ 83,333	Y	County General Fund	App Submitted 9/4/2018		
Earthquake	County	All	PRMD	Surface Fault rupture and seismic induced landslides analysis to Annex into Sonoma County LHMP	Planning project to increase understanding of Rodgers Creek Fault. Create hazard maps, and do site specific studies of the fault in newly identified areas. Planning and risk analysis conducted will be adopted and annexed into the Sonoma County LHMP.	\$ 200,000	\$ 150,000	\$ 50,000	Y	County General Fund	App Submitted 9/4/2018		
Earthquake	County	Infrastructure	PRMD	Seismic Strengthening and Retrofit of Existing Structures, Sonoma Countywide	Retrofit critical facilities, unreinforced masonry, and if possible soft structure buildings already identified in LHMP. This project will be a phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner Cost Share	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 County. EBB program is part of State's	
Fire	County	Housing, Infrastructure	PRMD & FES	Wildfire Adapted Sonoma County Education and Incentives for Safe and Resilient Sonoma County	Harden structures, create defensible space and graze corridors to reduce risk of catastrophic wildfire. Reduce the potential for loss of lives, homes, businesses, and property in Sonoma County's WUI areas. Phased project.	\$ 6,677,777	\$ 5,000,000	\$ 1,677,777	Y	County General Fund, other state government agencies, and Property Owner Cost Share	App Submitted 9/4/2018	Priority for future chance of future match from CAL FIRE if Fire Prevention grant pursued for this.	
Flood, Earthquake	Water Agency	Infrastructure	SCWA	Ely Booster Station Hazard Mitigation Project	Mitigate flood and seismic hazards to the booster station by sealing electrical enclosures, elevating equipment, and anchoring equipment critical to the operation of the Booster Station. These actions would effectively provide protection against a 500 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	Water Agency	Natural Resources	SCWA	Improved Flood Early Warning Using Advanced Radar	Purchase and install X-Band radar to better predict flooding and provide for improved response.	\$ 2,666,700	\$ 2,000,025	\$ 666,675	N	(Available Special District Funds) SCWA, Water Fund	App Submitted 7/1/2018		
Earthquake	Water Agency	Infrastructure	SCWA RRCSO	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers at 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	Water Agency	Infrastructure	SCWA SVCSO	Seismic Rehabilitation and Retrofit of Secondary Treatment Clarifiers at 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	County	Infrastructure, Housing	TPW	Culvert Improvements to Reduce Flooding	Upgrade 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	County	Natural Resources, Infrastructure	TPW	Russian River Flood Management & Fisheries Habitat Enhancement Planning	hydro-dynamic flow model for area of Russian river that is flood prone & impacts structures. From 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	County	Infrastructure	TPW	Bank Stabilization to protect River Road	Protect the quickly-eroding bank of the Russian River along River Rd, using primarily natural materials in order to protect a vital transportation link, as well as residences and agricultural land.	\$ 5,092,220	\$ 3,819,165	\$ 1,273,055	N	SBI	App Submitted 7/1/2018		
All	County	Infrastructure	TPW	Road Yard Generator	Purchase and install onsite generator for the Sonoma County Santa Rosa Road Maintenance Yard to prevent risk of service interruption affecting the road.	\$ 250,000	\$ 187,500	\$ 62,500	N	Roads Fund	App Submitted 7/1/2018		
All	County	Infrastructure	TPW	Airport Generator	Purchase and installation of onsite generator for the Airport Terminal to allow operations for at least 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	\$ 29,098,425.25	\$ 9,721,695.75					
General Fund Match Total - DR-4344						\$	\$ 5,639,907.00						

(DR-4344) - Recently removed from HMGP-in-development list

Hazard Mitigation Area	Jurisdiction	Task Force	Department	Project Title	Project description	Estimated Total			Local Share		Status	Notes
						Cost	Federal Share	Local Share	Source	Cost share type		
Fire	County	Infrastructure	FES	Collaborative Mapping for Strategic Risk Reduction and Community Safety	Provide strategic response pre-attack maps to cover all areas of risk to wildfire in Sonoma County. These maps and data will be annexed into update of the county-wide LHMP.	\$ 200,000.00	\$ 150,000.00	\$ 50,000.00	Y	County General Fund, Potentially Fire Chief match	not pursuing for HMGP	Not pursuing based on CALDES feedback that HMGP can only pay for mapping to ID mitigation actions - which is already being addressed by CWRP-HMGP application - real need here was for response attack maps, which HMGP cannot pay for. FES time better spent on sirens, CIPP, and Fire Mitigation Retrofit applications. Will keep on cadar and pursue more appropriate funding sources.
All	County	Infrastructure	TPW	Asti Bridge	Construct a permanent bridge over the Russian River at Washington School Road, near the community of Asti.	\$ 25,000,000.00	\$ 5,000,000.00	\$ 20,000,000.00	Y	TBD	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	TPW has opted not to pursue the funding application for a permanent bridge in Asti mainly due to timing conflicts between the environmental work and the required timeline for construction. The department instead is actively working with a group of residents on a bridge feasibility study and will soon start environmental work to be better prepared to apply for funding in the future.
Seismic	County	Infrastructure	General Services	Seismic upgrades for Sonoma Veterans Building	Retrofitting Sonoma Veterans hall for Seismic Stability	\$ 2,243,000.00	\$ 1,682,250.00	\$ 560,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	Not cost effective. Consultant worked BCA but could not get it above .40. BCA must be above 1.0 to be submitted.
Fire, Seismic	County	Infrastructure	ISD	Seismic and Fire retrofits of County Datacenter to Maintain Critical Capabilities	County datacenter infrastructure, utility, Hazard mitigation protective measures for electrical & internet redundancy. Create separate redundant power and network connectivity line.	\$ 1,255,000.00	\$ 941,250.00	\$ 313,750.00	Y	County General Fund	not pursuing HMGP at this time - will pursue if necessary supporting info is produced	Insufficient technical info to meet 9/4 deadline. Structural engineer assessment of vulnerability and design needed for both application and BCA. BCA not possible given current information. Will be pursued in future HMGP rounds if necessary analyses are

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

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

Fire Recovery

Bill ID/Topic	Location	Summary
<p>AB 1772 Aguiar-Curry D</p> <p>Fire insurance: indemnity.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Read third time. Urgency clause adopted. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling.</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 1800 Levine D</p> <p>Fire insurance: indemnity.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Read third time. Urgency clause adopted. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling. Urgency clause adopted. Senate amendments concurred in. To Engrossing and Enrolling.</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. 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</p>
<p>AB 1875 Wood D</p> <p>Residential property insurance.</p>	<p>ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>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</p>

		policy of residential property insurance if specified conditions are met. The bill would require a residential property insurer to notify the department on or before February 1 of each year of the amount of extended replacement cost coverage it offers in California, if the amount is different from that of the previous year, and would require the department to use this information to annually update the Homeowners Coverage Comparison Tool. Last Amended on 8/24/2018
<u>AB 1877</u> <u>Limón D</u> Office of Emergency Services: communications: notifications: translation.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	The California Emergency Services Act establishes the Office of Emergency Services within the Governor's office under the supervision of the Director of Emergency Services and makes the office responsible for the state's emergency and disaster response services for natural, technological, or manmade disasters and emergencies. Existing law requires the Governor to coordinate a State Emergency Plan, which is in effect in each political subdivision of the state, and requires the governing body of each political subdivision, as defined, to take actions necessary to carry out the provisions of that plan. 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 ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Assembly Rule 63 suspended. Senate amendments concurred in. To Engrossing and Enrolling.	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 ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3 p.m.	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 1945</u> <u>Garcia, Eduardo D</u> California Global Warming Solutions Act of 2006: Greenhouse Gas Reduction Fund: investment plan.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	The California Global Warming Solutions Act of 2006 establishes the State Air Resources Board as the state agency responsible for monitoring and regulating sources emitting greenhouse gases. The act authorizes the state board to include the use of market-based compliance mechanisms. Existing law requires all moneys, except for fines and penalties, collected by the state board from the auction or sale of allowances as part of a market-based compliance mechanism to be deposited in the Greenhouse Gas Reduction Fund and to be available upon appropriation by the Legislature. Existing law requires the Department of Finance, in consultation with the state board and any other relevant state agency, to develop, as specified, a 3-year investment plan for the moneys deposited in the Greenhouse Gas Reduction Fund. Existing law requires the moneys from the fund to be used to facilitate the achievement of reductions of greenhouse gas emissions consistent with the act and, among other things, to maximize economic, environmental, and public health benefits to the state. This bill, beginning July 1, 2019, would require state agencies administering competitive grant programs that allocate moneys from the fund to give specified communities preferential points during grant application scoring for programs intended to improve air quality and to include a specified application timeline and to allow applicants from the Counties of Imperial and San Diego to include daytime population numbers in grant applications. This bill contains other related provisions. Last Amended on 8/24/2018
<u>AB 1956</u> <u>Limón D</u> Fire prevention activities: local assistance grant program.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	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
<u>AB 2091</u> <u>Grayson D</u> Fire prevention: prescribed burns: insurance pool.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	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
<u>AB 2126</u> <u>Eggman D</u> California Conservation Corps: forestry corps program.	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	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 and other existing laws. Last Amended on 8/24/2018
<p>AB 2238 Aguiar-Curry D</p> <p>Local agency formation: regional housing need allocation: fire hazards: local health emergencies: hazardous and medical waste.</p>	ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	(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>AB 2252 Limón D</p> <p>State grants: state grant administrator.</p>	ASSEMBLY ENROLLMENT 8/27/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	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>AB 2346 Quirk D</p> <p>Public utilities: rates: wildfire expense memorandum accounts.</p>	ASSEMBLY ENROLLMENT 8/31/2018 - Senate amendments concurred in. To Engrossing and Enrolling.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for every public utility, and requires that those rates and charges be just and reasonable. Existing law requires the commission to authorize public utilities to establish catastrophic event memorandum accounts and to record certain costs in those accounts. This bill would require the commission to authorize an electrical corporation, upon request, to establish a wildfire expense memorandum account for incremental unreimbursed costs relating to California wildfires that occur on or after January 1, 2015, and to record certain costs in those accounts. The bill would require the recovery in rates of those costs to be subject to review by, and the determination of, the commission, as specified. The bill would require an electrical corporation to notify the commission by letter within 30 days after the electrical corporation begins recording costs in its wildfire expense memorandum account. This bill contains other related provisions and other existing laws. Last Amended on 8/22/2018
<p>AB 2380 Aguiar-Curry D</p>	ASSEMBLY ENROLLMENT 8/31/2018 - Read third time.	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

<p>Fire protection: privately contracted private fire prevention resources.</p>	<p>Passed. Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>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> Innovative forest products and mass timber.</p>	<p>ASSEMBLY ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</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 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 ENROLLMENT 8/30/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law requires the Department of Forestry and Fire Prevention to implement various fire prevention programs intended to protect forest resources and prevent uncontrolled wildfires. This bill would 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 ENROLLMENT 8/29/2018 - Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling.</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</p>

		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
AB 2594 Friedman D Fire insurance.	ASSEMBLY ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4:30 p.m.	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
AB 2687 Quirk-Silva D Office of Small Business.	ASSEMBLY ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4:30 p.m.	Existing law establishes the Office of Small Business Advocate within the Governor's Office of Business and Economic Development, also known as GO-Biz, and prescribes the duties and functions of the Small Business Advocate, who is also the Director of the Office of Small Business Advocate. Among these duties, the director is to serve as the principal advocate in the state on behalf of small businesses and to represent the views and interests of small businesses before other state agencies policies and activities of which may affect small businesses. This bill would require the Small Business Advocate to collaborate with the Office of Small Business and Disabled Veteran Business Enterprise Services in their activities under the Small Business Procurement Act and to post a variety of information related to small business activities on the GO-Biz Internet Web site or the advocate's Internet Web site. Among other things, the bill would require the advocate to be prepared for designation by the Office of Emergency Services to serve as an official liaison between small businesses impacted by a state of emergency and other government and nonprofit service providers and to assist in the state emergency recovery, response, and preparedness efforts related to small businesses. The bill would eliminate the duty of the Office of Small Business Advocate to post information on its Internet Web site regarding small business financial development and the efficient use of energy, as specified. Last Amended on 6/7/2018
AB 2889 Caballero D Timber harvesting plans: guidance and assistance.	ASSEMBLY ENROLLED 8/29/2018 - Enrolled and presented to the Governor at 4 p.m.	Existing law prohibits a person, as defined, from conducting timber operations, as defined, unless a timber harvesting plan that meets specified requirements and is prepared by a professional forester for those operations has been submitted to the Department of Forestry and Fire Protection. Existing law requires the department to review, approve, or require the modification of, timber harvesting plans in accordance with prescribed procedures. This bill would require the department to provide guidance and assistance to ensure the uniform and efficient implementation of processes and procedures regulating the filing, review, approval, required modification, completion, and appeal of decisions relating to timber harvesting plans, as provided. The bill would also require the department to issue guidance to achieve greater timber harvesting plan review accuracy and efficiency and to avoid duplication of efforts, as provided. Last Amended on 4/30/2018
AB 2898 Gloria D Emergency services: local emergencies.	ASSEMBLY ENROLLED 8/27/2018 - Enrolled and presented to the Governor at 3 p.m.	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

<p>AB 2911 Friedman D</p> <p>Fire safety.</p>	<p>ASSEMBLY ENROLLMENT 8/31/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>(1)Existing law requires a local agency to designate, by ordinance, very high fire 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</p>
<p>AB 2915 Caballero D</p> <p>Workforce development boards: mutual disaster aid assistance: memorandum of understanding.</p>	<p>ASSEMBLY ENROLLMENT 8/27/2018 - Senate amendments concurred in. To Engrossing and Enrolling.</p>	<p>Existing law, the California Workforce Innovation and Opportunity Act, establishes the California Workforce Development Board as the body responsible for assisting the Governor in the development, oversight, and continuous improvement of California's workforce investment system and the alignment of the education and workforce investment systems to the needs of the 21st century economy and workforce. That act prescribes specific tasks with which the board assists the Governor, including the development and updating of comprehensive state performance accountability measures, to assess the effectiveness of the core programs in the state as required under specific federal law. That act also requires the establishment of a local workforce development board in each local workforce development area of the state to, among other things, 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>AB 2990 Low D</p> <p>Public postsecondary education: exemption from tuition and fees for qualifying survivors of deceased public safety and fire suppression personnel: notice.</p>	<p>ASSEMBLY ENROLLED 8/20/2018 - Enrolled and presented to the Governor at 3 p.m.</p>	<p>(1)Existing law prohibits the Board of Directors of the Hastings College of the Law, the Board of Governors of the California Community Colleges, the Trustees of the California State University, and, if they adopt an appropriate resolution, the Regents of the University of California, from collecting mandatory systemwide tuition and fees from any surviving spouse or surviving child of a deceased person who was a resident of the state and employed by or contracting with a public agency, whose principal duties consisted of active law enforcement service or active fire suppression and prevention, and who died as a result of his or her duties, as specified. This bill would require the Hastings College of Law, and each campus of the California Community Colleges and the California State University that has an Internet Web site, and, in the event that the regents adopt an appropriate resolution, each campus of the University of California that has an Internet Web site, to provide an online posting or notice of systemwide fee or tuition waivers available to students pursuant to the provision described above. The bill would require that the online posting or notice be accessible through a prominent direct link to an application for a waiver of the systemwide fee or tuition, that the direct link appear on the primary Web page of the financial aid section of the campus Web site, and that the direct link be accompanied by a description of eligibility requirements for the waiver of the systemwide fee or tuition, as specified. This bill contains other related provisions and other existing laws. Last Amended on 4/5/2018</p>
<p>AB 3257 Committee on Natural Resources</p>	<p>ASSEMBLY ENROLLMENT 8/29/2018 - Senate amendments</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.	concurrent in. To Engrossing and Enrolling.	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 465 Jackson D Property Assessed Clean Energy Program: wildfire safety improvements.	SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Re-referred to Com. on RLS. pursuant to Senate Rule 29.10(d). From committee: Be re-referred to Com. on GOV. & F. pursuant to Senate Rule 29.10(d). (Ayes 4. Noes 0.) Re-referred to Com. on GOV. & F. From committee: That the Assembly amendments be concurrent in. (Ayes 6. Noes 1.) Assembly amendments concurrent in. (Ayes 25. Noes 12.) Ordered to engrossing and enrolling.	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 819 Hill D Electrical and gas corporations: rates.	SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurrent in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to establish rules for all public utilities, subject to control by the Legislature. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law prohibits a gas corporation from recovering any fine or penalty in any rate approved by the commission. This bill would additionally prohibit an electrical corporation from recovering a fine or penalty through a rate approved by the commission and would make related nonsubstantive changes. This bill contains other related provisions and other existing laws. Last Amended on 8/20/2018
SB 821 Jackson D Emergency notification: county jurisdictions.	SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Ordered to special consent calendar. Assembly amendments concurrent in.	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

	(Ayes 38. Noes 0.) Ordered to engrossing and enrolling.	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
<u>SB 824</u> <u>Lara D</u> Insurers: declared disaster: homeowners' insurance policies.	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	(1) Existing law requires an insurer to comply with certain procedures relating to the cancellation of insurance policies, except as specified, in the case of a total loss to the primary insured structure under a residential policy. Among other requirements, an insurer may not cancel coverage while the primary insured structure is being rebuilt, as specified, nor use the fact that the primary insured structure is in damaged condition as a result of the total loss as the sole basis for a decision to cancel the policy, and must offer, at least once, to renew the policy, as specified, if the total loss to the primary insured structure was caused by a disaster. This bill would prohibit, subject to certain exceptions, an insurer from canceling or refusing to renew a policy of residential property insurance for one year after the declaration of a state of emergency based solely on the fact that the insured structure is located in an area in which a wildfire has occurred, with respect to an insured property located within or adjacent to the fire perimeter, as specified. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018
<u>SB 833</u> <u>McGuire D</u> Emergencies: Office of Emergency Services: guidelines: alert and warning systems.	SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	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
<u>SB 894</u> <u>Dodd D</u> Property insurance.	SENATE ENROLLMENT 8/31/2018 - Assembly amendments concurred in. (Ayes 26. Noes 12.) Ordered to engrossing and enrolling.	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
<u>SB 896</u> <u>McGuire D</u> Aggravated arson.	SENATE ENROLLMENT 8/28/2018 - In Senate. Ordered to engrossing and enrolling.	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
<u>SB 917</u> <u>Jackson D</u> Insurance policies.	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in.	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

	(Ayes 27. Noes 12.) Ordered to engrossing and enrolling.	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 ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.	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 ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4 p.m.	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
<u>SB 1040</u> <u>Dodd D</u> In-home supportive services: natural disaster.	SENATE ENROLLED 8/24/2018 - Enrolled and presented to the Governor at 4 p.m.	(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
<u>SB 1076</u> <u>Hertzberg D</u> Emergency preparedness: electrical utilities: electromagnetic pulse attacks and geomagnetic storm events.	SENATE ENROLLED 8/30/2018 - Enrolled and presented to the Governor at 5 p.m.	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><u>SB 1079</u> <u>Monning</u> D</p> <p>Forest resources: fire prevention grants: advance payments.</p>	<p>SENATE ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.</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</u> D</p> <p>Emergency services: certified community conservation corps.</p>	<p>SENATE ENROLLMENT 8/30/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Ordered to engrossing and enrolling.</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</u> D</p> <p>Fire protection services: inspections: compliance reporting.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided. This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's, or district's, compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local 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</u> D</p> <p>Fire prevention and protection: prescribed burns.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</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 1263</u> <u>Portantino D</u></p> <p>Ocean Protection Council: Statewide Microplastics Strategy.</p>	<p>SENATE ENROLLMENT 8/28/2018 - In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>The California Ocean Protection Act establishes the Ocean Protection Council in state government and prescribes the functions and duties of the council with regard to the protection and conservation of coastal waters and ocean ecosystems. This bill would require the council, to the extent funds are available from bonds or other sources, to adopt and implement a Statewide Microplastics Strategy, related to microplastic materials that pose an emerging concern for ocean health, that includes specified components, as provided. The bill would authorize the council, in collaboration with the State Water Resources Control Board, the Office of Environmental Health Hazard Assessment, and other interested entities, to enter into one or more contracts with marine research institutes in the state for the provision of research services that would contribute directly to the development of the Statewide Microplastics Strategy. The bill would require the council, subject to the availability of funding, to submit the Statewide Microplastics Strategy to the Legislature on or before December 31, 2021, and to report to the Legislature on the implementation and findings of the Statewide Microplastics Strategy, and on recommendations for policy changes or additional research, on or before December 31, 2025. Last Amended on 6/28/2018</p>
<p><u>SB 1305</u> <u>Glazer D</u></p> <p>Emergency medical services providers: dogs and cats.</p>	<p>SENATE ENROLLMENT 8/31/2018 - Ordered to special consent calendar. Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</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 ENROLLMENT 8/31/2018 - Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 29. Noes 9.) Ordered to engrossing and enrolling.</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 1415</u> <u>McGuire D</u></p> <p>Housing.</p>	<p>SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.</p>	<p>(1)Existing law requires the State Fire Marshal, the chief of any city, county, or city and county fire department or district providing fire protection services, or a Designated Campus Fire Marshal, and their authorized representatives, to enforce in their respective areas building standards relating to fire and panic safety adopted by the State Fire Marshal and published in the California Building Standards Code, and other regulations that have been formally adopted by the State Fire Marshal for the prevention of fire or for the protection of life and property against fire or panic. Existing law also authorizes a city, county, or city and county fire department or fire protection district to adopt more stringent or restrictive regulations. This bill would, until January 1, 2029, require each entity responsible for enforcing building standards and other regulations of the State Fire Marshal, as specified, to inspect, every 5 years, all privately owned structures within the entity's responsibility that are in the Storage Group S occupancy classifications, as described, for compliance with those standards and regulations, or, if applicable, more stringent or restrictive local regulations, unless the structure meets any of 4 specified criteria. The bill would</p>

		authorize an entity that inspects a structure pursuant to these provisions to charge and collect a fee from the owner of the structure to recover the costs of the inspection or related fire and life safety activities, including reporting to the State Fire Marshal as described below. This bill contains other related provisions and other existing laws. Last Amended on 8/24/2018
SB 1416 McGuire D Local government: nuisance abatement.	SENATE ENROLLMENT 8/29/2018 - Assembly amendments concurred in. (Ayes 39. Noes 0.) Ordered to engrossing and enrolling.	Existing law authorizes the legislative body of a city or county to establish a procedure to use a nuisance abatement lien or a special assessment to collect abatement costs and related administrative costs. This bill would authorize, until January 1, 2024, the legislative body of a city or county to also collect fines for specified violations related to the nuisance abatement using a nuisance abatement lien or a special assessment. The bill would require any fines or penalties related to nuisance abatement that are recovered pursuant to these provisions to be used for specified purposes relating to supporting local enforcement of state and local building and fire code standards. The bill would require the city or county to create a process for granting a hardship waiver, to reduce the amount of the fine, upon a specified showing by the responsible person. The bill would also require the enforcing entity to provide a reasonable amount of time, as specified, to a person responsible for a continuing violation to correct or remedy the violation prior to the imposition of penalties, except where the violation creates an immediate danger to health or safety. Last Amended on 8/24/2018
SB 1453 McGuire D Statutes of limitations.	SENATE ENROLLED 8/28/2018 - Enrolled and presented to the Governor at 3:30 p.m.	Existing law provides that civil actions can only be commenced within prescribed periods, based on the nature of the action. Existing law prescribes a limitations period of one year for, among other things, an action upon a statute for a forfeiture or penalty to the people of the state. Under existing law, this one-year period is applicable to an action to petition a court to impose a civil penalty for an intentional, knowing, or negligent violation of the Z'berg-Nejedly Forest Practice Act of 1973 (FPA) or any rules or regulations of the State Board of Forestry and Fire Protection. This bill would instead provide that such an action is subject to a 3-year limitations period, if the action is for a violation of specified provisions of the FPA or a specified regulation of the board and is related to the conversion of timberland to nonforestry-related agricultural uses. The bill would provide that the limitations period for this cause of action does not begin until discovery by the Department of Forestry and Fire Protection. Last Amended on 7/5/2018
SB 1477 Stern D Low-emissions buildings and sources of heat energy.	SENATE ENROLLMENT 8/30/2018 - Assembly amendments concurred in. (Ayes 26. Noes 13.) Ordered to engrossing and enrolling.	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

**Sonoma County Recovery and Resiliency Update
September 18, 2018**

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

Sonoma County Recovery and Resiliency Update
September 18, 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: 616 burned lots in city and county assessed; 183 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
September 18, 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
September 18, 2018

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



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services / Sheriff's Office

Staff Name and Phone Number:

Marc McDonald: 707-565-3468
Vince Hurst: 707-565-2667
Bruce Oveson: 707 565-3665

Supervisorial District(s):

2nd District

Title: Sonoma Raceway Radio Communications Site Lease, Sears Point, Hwy 37/121

Recommended Actions:

Authorize the General Services Director to execute a lease with Speedway Sonoma, LLC, (Landlord) for premises located at 29355 Arnold Drive, Sonoma, CA 95476 (also known as Sears Point) at the intersection of Hwy 37 and 121 (Assessor's Parcel No. 068-150-056). The initial term of the Lease will be ten (10) years, with four (4) additional five (5) year extensions. In lieu of monetary rent owed by the County, County shall provide landlord with use of the new improvements County will construct on the lease premises (2nd action). This lease will afford the County and its residents a direct and substantial community benefit, namely an improved and more reliable public safety communications network in southern Sonoma County and the future ability to install fire watch cameras at the site.

Executive Summary:

There are no County-owned radio facilities in the Sears Point area of Sonoma County. This creates a gap in the public safety telecommunication network at and around the Sonoma Raceway, Northeast Marin County, and southern Sonoma Valley. The proposed lease site affords the Sheriff's Office the opportunity to provide emergency response personnel in this area with a more reliable communications network, resulting in better service to the surrounding community, once a new tower is constructed.

The proposed new lease with the Landlord/Property owner of Sonoma Raceway will provide the County sufficient land space to build an 80 foot radio tower, with an emergency generator, and to construct an 18' X 40' communication vault to house radio equipment, to be used for operation of County's public safety related telecommunications equipment. In addition, the lease will authorize the County to use a portion of the building owned by the Landlord for operation of County owned equipment.

In exchange, the County will grant the Landlord a license for space in the County-owned vault, use of County-owned radio equipment racks, and space on County's new tower for up to six of Landlord's antennas.

On May 8, 2018, the County Board of Supervisors authorized the request by the General Services Department to approve construction plans for public bid in order to proceed with construction of a new communications building and tower at the new location. Construction activities are expected to be completed by Fall 2019.

The Sheriff's Office currently has both public safety dispatch and radio related equipment at the Landlord's existing facility. The Sheriff's Office will continue to utilize the Landlord's facility for dispatch equipment; however, the radio equipment will be moved to the new vault and tower upon completion. County will license space to the Landlord in the new vault and on the new tower for Landlord's telecommunications and safety purposes. This lease secures the legal rights of the County for an initial 10 year period, with four (4) additional extensions of 5 years each if the County continues to need and benefit from this lease in the future. There is no monetary rent due from County to the Landlord under this lease. The County, at its discretion, may install fire watch cameras on its tower at this location in pursuit of other public safety goals.

Discussion:

The County of Sonoma maintains a network of wireless communication facilities that provide voice radio and wireless data communication for essential services including, the 911 dispatch system, emergency fire services, emergency medical response services, law enforcement, and other first responder, public safety and public works agencies. Sonoma Raceway will be a new communication site with an 80 foot tower and vault to provide radio coverage in the south eastern area of the County.

The proposed lease (Lease) for premises located at 29355 Arnold Drive, Sonoma, CA 95476 will grant the County a legal interest in property for no monetary rent at the Sonoma Raceway at Sears Point, allow for the Sheriff's Office to construct and operate a new vault and tower for emergency telecommunications equipment, allow the County to lease office space, and house public safety related equipment at the Landlord's existing facility. The new vault and tower will house public safety equipment to be operated by the Sheriff's Office. In exchange for Landlord's grant of a lease, County will license space in the vault and on the new tower to Landlord for uses critical to the Sonoma Raceway's operations at Sears Point. Those uses by Landlord include safety and emergency communications for the benefit of the general public and participants during Raceway events.

This project is deemed a priority due to the emergency communications capacity it will provide to the Sheriff's Office and other first responders which is critical to the health and safety of Sonoma County residents. County will pay for the maintenance and repair associated with the new vault and tower. The Landlord will pay for maintenance and repair of their existing facility; however, the County will pay for the repair and replacement costs of County owned property in the Landlord's existing facility. Landlord will pay for electrical power usage at both facilities. It is expected that a sub-meter will be installed at the new facility to track County's actual electricity usage. County will install a back-up battery at the new facility to ensure operations if a power outage occurs. Additionally, a generator will be on site at the new facility. The Sears Point telecommunications site is being evaluated and may be selected as one

of the sites for fire watch camera installation, which would be permitted under the County's lease at its discretion. Additionally, the County may license space on its tower and vault to other public agencies for public safety and related telecommunications purposes, and potentially generate revenue through those licenses although any such revenue is currently speculative. Notably, the County is not permitted to conduct wireless or for profit commercial telecom activities at the site; the Landlord already has in place agreements with several large commercial wireless providers and the parties have a set of agreed upon frequencies the County may use and are known to not conflict with Landlords commercial wireless providers.

The project was reviewed under the California Environmental Quality Act at the time of Board approval of the construction documentation for the project.

General Services Facilities Development and Management expects to put the construction project out to bid in spring or summer 2019, and complete construction by fall 2019. Prior to those activities the capital improvements construction project for the tower and vault and related activities will be advertised and released for bidding through the County's Purchasing Portal, and thereafter General Services will return to the Board of Supervisors for authorization to contract for construction at dates to be determined.

Procedural Authority: The Board of Supervisors may approve a lease by the County where the value of the lease exceeds \$50,000 after notice of intent to engage in the transaction is published once per week for a period of three weeks. See Cal. Gov. Code section 25350. Notice has been published for the statutory period pursuant to the Board's July 10, 2018 authorization.

Prior Board Actions:

07/10/2018 Notice of Intent: the Board approved the request to publish a Notice of Intent to execute the lease described herein as consent item.

05/08/2018: Board authorized the approval of construction plans and specifications prepared by GHD, dated 2/26/18, for public bid; and the approval of Notice of Categorical Exemption prepared by Permit and Resource Management Department, Environmental Review Division.

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	0*		
Additional Appropriation Requested			
Total Expenditures	0*		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	N/A		
Narrative Explanation of Fiscal Impacts:			
<p>*The County is not paying monetary rent to Landlord; instead the County is providing Landlord with equipment rack and tower space for Landlord’s public safety and operational communications for Landlord’s purposes. This lease may ultimately generate revenue to the County in the future as the County has the right to license space on its tower and in its vault to licensees, such as other public agencies. Based upon experiences with other towers revenue may range from \$36,000 to \$72,000 per year. At this time it is not possible to accurately determine what actual revenue may result from future licenses.</p> <p>The construction costs associated with the capital improvement project involving the construction of the tower, vault and related improvements has been identified by General Services Capital Improvements Project staff in coordination with the Sheriff’s Office and will be addressed in a later Board Request for the Sonoma Raceway Capital Improvements project to build the tower and vault.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			

Attachments:

Attachment 1: Lease Agreement (draft agreement in hand; final to be attached).

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

Notice of Intent to Publish approved the Board on July 10, 2018.

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT, dated as of September 12, 2018, for reference purposes, hereinafter referred to as this "**Agreement**," is made by and between **SPEEDWAY SONOMA, LLC**, a Delaware limited liability company, hereinafter referred to as "**Landlord**," and **COUNTY OF SONOMA**, a political subdivision of the State of California, hereinafter referred to as "**Tenant**." Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**" and singularly, a "**Party**."

RECITALS

1. Landlord is the owner of that certain parcel of real property being County of Sonoma Assessor's Parcel No. 068-150-056, which is commonly known as the Sonoma Raceway located at Highways 37 and 121, Sonoma, CA 95476 (the "**Property**") and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

2. Tenant desires to lease portions of the Property (together with access thereto) for the purpose of: (i) installing a new communications building with associated vaults and equipment racks, a self-supporting tower with antennas, radio equipment and a backup power generator; and (ii) operating existing communications equipment and associated infrastructure, all of the foregoing enables Tenant to operate a public safety communications facility and provide public safety communication services. Tenant will be transmitting radio communications from the Property for law enforcement, public safety, emergency, and other communications of public interest, and such communication will extend beyond the Property for such purposes.

3. The Parties acknowledge that Tenant currently utilizes an existing building and has communications equipment on the Property. It is the intent of the Parties that this Agreement address these items and supersedes any prior arrangements respecting the use of the Property by Tenant and its agents.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT

A. PREMISES:

1. **Existing Interests.** Tenant has been granted access to the Property to permit Tenant to evaluate and inspect the Property and the Premises (as defined below). Tenant is relying on its own due diligence in connection with the examination of the Premises. Further, Tenant has obtained that certain preliminary title report issued by First American Title Company, dated June 28, 2018, under Order No. 4 909-5735898, which identifies certain leases and other

rights senior to the rights of Tenant created by this Agreement and are listed in Exhibit B hereto. Landlord warrants that, to its knowledge, the rights identified in said preliminary title report are an exhaustive list of rights senior to Tenant, and that no additional encumbrances, leases, or other agreements exist that would limit Tenant's rights under this Agreement or interfere with Landlord's ability to convey the leasehold interest set forth in this Agreement to Tenant, other than those listed in Exhibit B hereto. Landlord acknowledges that Tenant has not been given the opportunity to review all of the documents comprising a certain distributed antenna system ("DAS") agreement ("**Verizon Agreement**") between landlord and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("**Verizon**"); however, Tenant, Landlord and Verizon have discussed the frequencies referenced in Exhibit G, attached hereto, and assessed whether these will interfere with those used by Verizon in the Verizon Agreement, and have concluded that they will not. Tenant is informed of the interests listed in Exhibit B, and agrees that these have priority over any interests granted under this Agreement. Landlord warrants that this Agreement does not conflict with any prior agreement or interest the terms of which adversely impact Tenant's rights hereunder, except for the provisions of the Verizon Agreement, as revealed to Tenant in the email communications attached hereto as Exhibit G-1, in which Verizon confirms that the proposed frequencies stated in Exhibit G should not be adversely affected by the permitted frequencies under the Verizon Agreement other than the 858.9625 MHz frequency, and that would need to be "monitored" and adjusted operationally to avoid interference. Subject to the foregoing provisions:

2. Granted Interests.

a. Landlord hereby

(i) leases to Tenant and Tenant hereby leases from Landlord:

(A) that certain ground space on the Property necessary and convenient to support the installation and operation of a 40' x 18' communications building, associated vaults and equipment racks ("**New Communications Building**");

(B) an eighty foot (80') tall self-supporting tower, which can be increased in height to one hundred twenty feet (120') (the "**Tower**"); and associated infrastructure, including without limitation electrical service at the location, (C) as each of these items in (A) and (B), above is more particularly shown at Exhibit C-1, page 1, attached hereto and made a part hereof (collectively, the "**New Facility**"); and

b. Landlord hereby

(i) grants a non-exclusive license to access and use:

(A) that certain space currently occupied by Tenant, located within a 20' x 60' modular building (owned by Landlord), which provides Tenant with approximately 385 square feet of office space, roof mounted antennas and equipment in said building, as more particularly shown at Exhibit C-2; and

(B) that certain ground space on the Property upon which a 40' tall mast (owned by Tenant) is mounted on a concrete slab adjacent to the building, which supports

Tenant's antennas, as more particularly shown at Exhibit C-2 ("Mast");

c. The Parties agree that the leased space set forth at Section 2.b.(i) (A) and (B) above, shall be referred to as the "**Existing Facility**".

3. **Premises Defined.** The Parties agree that the New Facility and Existing Facility shall at times collectively be referred to herein as the "**Premises.**" The New Facility is leased to Tenant subject to the requirement that Tenant shall permit Landlord and its duly authorized agents full access to the "**Landlord Communications Building Space**" and "**Landlord's Equipment**" as defined and specified in Section D, below. Tenant's failure or refusal to permit Landlord to have access to the Landlord Communications Building Space or Landlord's Equipment shall be a material default under this Agreement.

4. **Licensed Uses.** Subject to Landlord's reasonable control to limit any material interference with Landlord's operations and site safety issues, Landlord hereby grants Tenant and its agents: (i) a license to use the roadways on the Property in order to access the New Facility to operate Tenant's Equipment (defined below) at the New Facility, to implement the Permitted Uses, and to provide maintenance, repair and replacement of the Tenant's Equipment; and (ii) a license to use conduits in and about the Property to the extent necessary to provide utilities to the New Facility, as described in this Agreement (collectively "**Licensed Uses**"). Landlord may at any time and on reasonable notice revise and relocate any conduits, roadways or other amenities provided to Tenant under this Agreement as may benefit Landlord, provided that Landlord: (i) coordinate any such change in the Licensed Uses to provide reasonable assurances to Tenant that this will not materially disrupt the Permitted Uses or cause material prejudice to Tenant; and (ii) pay for the costs of completing the physical relocation of the amenities providing the Licensed Uses.

5. **Access.** Tenant is intended to have access to the New Facility on a 24/7 basis, 365 days a year under this Agreement during its Term. Landlord shall not unreasonably impair such access, but may provide for limitations and verification procedures to ensure that such access is safely exercised and only by duly authorized individuals acting in compliance with this Agreement.

B. USE OF FACILITIES:

1. **Permitted Uses.** Subject to the limitations under this Agreement, Tenant shall use and occupy the New Facility for public safety and related telecommunications services (including without limitation radio, microwave and public safety communications) and any directly related purposes ("**Permitted Uses**"). Tenant may not use the Existing Facility or the New Facility to engage in commercial purposes (i.e. for profit wireless or other telecommunications business operations).

2. **Permitted Equipment In the New Facility.** Tenant intends to install, at its sole cost, all of the improvements referenced in Section A.2 above, together with the telecommunications equipment identified in Exhibit D attached to this Agreement, and incorporated herein by this reference ("**New Equipment**"). Subject to the limitations in this Agreement, at any time during the "**Term**" of this Agreement (as defined in Section C below), Tenant shall have the right, consistent with the Permitted Uses, and for the benefit of Tenant or its licensees, to construct, install, operate, modify, repair, maintain and replace the New Equipment at the New Facility, as determined in Tenant's sole discretion. Existing and New Equipment in the Premises under this Section B.2 shall hereinafter collectively be referred to as "**Tenant's Equipment.**"

Tenant shall ensure that any Tenant's Equipment does not unreasonably interfere with the operation of existing equipment of Landlord or Landlord's other tenants on the Property, nor impair any existing interests described at Section A.1 above. If any material interference does occur as a result of the installation or operation of the Tenant's Equipment, Tenant, at Tenant's sole expense, shall work with Landlord and said other tenants to reduce any such operational interference.

Any Tenant's Equipment necessary for Tenant's operations shall be installed, constructed, operated, repaired, maintained and replaced by Tenant by licensed and insured vendors, in compliance with applicable laws, and at Tenant's sole cost and expense. Prior to commencement of construction of the New Facility, Tenant shall obtain any and all appropriate permits and approvals required to install Tenant's Equipment and commence operations at the Premises from any public agency having jurisdiction over said matter.

Title to Tenant's Equipment shall be held by Tenant. Subject to the surrender provisions of Section I, below, Tenant's Equipment shall remain Tenant's personal property and are not fixtures.

a. Electrical Power. Tenant shall have the right to connect the New Facility to Landlord's utility service, but Tenant must pay all costs associated with establishing such electrical service connections and bringing all such utilities to the New Facility. Not later than ten (10) days after the Commencement Date, Tenant shall install at its sole cost and expense, a sub-meter to track the power consumption for Tenants' Equipment in the New Facility; Tenant shall reimburse Landlord for the cost of electricity applicable to its usage, based on the sub-meter readings and correlated expense rate, or it shall pay for such utilities under a separate account with the provider of such utilities.

Landlord shall in good faith endeavor to maintain the facilities that provide power to the Premises on a continuous basis, without interruption, but shall have no responsibility for power outages, curtailments or other interruptions not under its direct control and in all events shall have no liability or responsibility for any loss, damage, claim or liability absent Landlord's

willful misconduct. If Landlord anticipates any interruption, Landlord shall notify Tenant in advance with days/times of possible interruption so Tenant may make alternate arrangements. Notwithstanding anything herein to the contrary, Tenant may cancel this Agreement in the event that electric service is not available for fifteen (15) consecutive days.

Landlord will be responsible for the timely payment of electrical service fees and charges for the New Facility to the service provider. Tenant shall pay for its use of all such utilities, either through sub-metering, as provided for in this Agreement, or through other commercially reasonable means of allocating costs.

b. Emergency Power. Tenant shall have the right to install and maintain on the New Facility an emergency power generator, at Tenant's sole cost and expense, to serve the New Facility, and the same shall be part of Tenant's Equipment. If Tenant installs an emergency power generator, Tenant shall make available a connection to Tenant's emergency power generator for Landlord's Equipment (as described in Section D below) at the New Facility. Said emergency power connection for Landlord's Equipment shall be a 100 amp service. Landlord shall pay for its equitably allocated costs of operating the emergency power generation based on the marginal costs of its production.

3. **Permitted Frequencies.** Tenant proposes to operate Tenant's Equipment at the frequencies shown in Exhibit G. Landlord warrants that no other entity has the preexisting right to such use those listed frequencies so as to interfere with Tenant's use of said frequencies, subject to the communications noted in Exhibit G-1, all as more particularly described in Section Z below.

4. **Compliance with Governmental Regulations.** Tenant shall, at Tenant's sole cost and expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders, now in force or which may hereafter be in force (collectively referred to as "**Rules**") pertaining to: the design, construction, installation, operation and maintenance of the New Facility, Tenant's Equipment, and Tenant's use of the Premises or Tenant's Equipment. This shall include any obligation to upgrade or retrofit the improvements. Tenant represents and warrants that it will not use or operate Tenant's Equipment in a manner that is hazardous to the health of any person or the environment.

C. TERM:

1. **Term.** The original term of this Agreement shall be for ten (10) years ("**Original Term**") from the "**Commencement Date**", which is defined as the date this Agreement is fully executed by the Parties. The use of the capitalized word "**Term**" shall mean the Original Term and all then applicable "**Extended Terms**", as defined below.

2. **Extended Terms.** Subject to the terms of this Agreement, Tenant shall

have up to four options (each an "**Extension Option**" and collectively "**Extension Options**") to extend the Term of this Agreement for additional periods of five (5) years each (each an "**Extended Term**", and collectively the "**Extended Terms**"). Each Extension Option is personal to Tenant. Each Extension Option shall be deemed automatically exercised by Tenant as of sixty (60) days before the then pending and unexpired Term ("**Deadline**"), unless Tenant provides notice it is not electing to so exercise the upcoming Extension Option. An Extension Option cannot be exercised sooner than such Deadline. However, no Extension Option can come into effect if Tenant has not complied with the material terms and conditions of this Agreement and the Extension Option shall become null and void if there is a pending or pre-existing "Default" under Section K of this Agreement at the time the Option must be exercised, or if a Default comes into effect as of the time the Extended Term would commence. If any Extension Option is rendered void under the preceding sentence, or if any Extension Option is declined by Tenant, all subsequent Extension Options shall be null and void.

D. CONSIDERATION and LANDLORD'S EQUIPMENT: Tenant shall not be obligated to pay any monetary rent to Landlord under this Agreement. Instead, in exchange for Tenant's use of the New Facility, Tenant shall, for the entire Term of this Agreement, license to Landlord use of space and equipment in the New Facility as more particularly shown at Exhibit C-1, pages 2 and 3, and perform Tenant's obligations under this Agreement. Tenant shall license to Landlord the following:

- (i) use of that certain interior space referred to as the "**Landlord Communications Building Space**" as shown on Exhibit C-1, page 2, comprising an approximate 15' x 8' 6" area;
- (ii) use of four (4) equipment racks owned by Tenant;
- (iii) use of space on the self-supporting tower for up to six (6) antennas (Raceway Antennas # 1 – 6) as shown on Exhibit C-1, page 3 for Landlord's exclusive use;
- (iv) the radio and related equipment installed in the racks referred to in (ii) above and the antennas referred to in (iii) above shall be referred to herein as "**Landlord's Equipment**"; subject to the application requirements set out below, Landlord shall have the right to construct, install, operate, modify, repair, maintain and replace the Landlord's Equipment at the New Facility; and
- (v) access to power, cabling and related connections within the New Facility to permit the efficient operation of Landlord's Equipment.

As further consideration for use of the New Facility, Tenant shall provide ongoing maintenance of the New Facility, as more particularly described at Section J below, and continue to provide dispatch center and related services to Landlord at the Premises at no cost to Landlord. The Parties acknowledge that the license granted by Tenant for the uses and services (including maintenance and repair obligations of the Tenant) as described herein and provided to Landlord are equivalent to fair market monetary rent for the Premises. The license granted by Tenant shall be coterminous with the Term of this Agreement and shall not be terminated or curtailed by Tenant for any reason absent a complete termination of Tenant's rights to possession and recovery by Landlord of possession from Tenant of the Premises.

Landlord is solely responsible for the acquisition and maintenance of any equipment necessary for operation of Landlord's Equipment, for any equipment racks in excess of four (4) and any other accessories, attachments, cables or other items required to install, operate and maintain Landlord's Equipment in the New Facility. Tenant shall not be responsible for the maintenance of Landlord's Equipment at the New Facility or at the Existing Facility. However, Tenant shall fully cooperate with Landlord in providing access to cabling and power as reasonably necessary for Landlord to operate Landlord's Equipment and achieve its communication purposes. Installation and modification of Landlord's Equipment in the New Facility is subject to prior written approval by Tenant in order to avoid adverse operating conditions for Tenant's Equipment; such approval will not be unreasonably withheld, conditioned or delayed. If Landlord proposes to modify its use, install new equipment or seeks to sublicense Landlord's Communications Building Space or Landlord's Equipment to a third party, an application to Tenant shall be required to determine if such installations or operations will interfere with the operations of the Permitted Uses; in addition, Landlord shall pay the reasonable costs for Tenant to review and process such proposal. Tenant approval of said modified use or third party equipment may be denied or conditioned if it will adversely impact Tenant's provision of public safety communication services, and cannot with reasonable cooperation be resolved. Both Tenant and Landlord agree to fully cooperate in the exchange of technical information relating to the relevant equipment to facilitate the resolution of any potential operational concerns for either Party.

E. ACCESS:

1. **Tenant's Access Easement; New Driveway.** Landlord grants Tenant a non-exclusive license to access the New Facility for the purpose of construction, installation, operation, maintenance, removal and replacement of Tenant's Equipment for the Term. The license shall be irrevocable until and unless the Term ends. Said access includes ingress and egress on, over and across those portions of the existing interior roads on the Property from the public right-of-way (known as Arnold Drive/Hwy 121) to the New Facility which roads are owned or controlled by Landlord collectively referred to herein as the "**Access Road**". A "**New Access Driveway**" as shown on Exhibit C-1 will be installed at Tenant's sole cost and expense and maintained by Tenant in good condition and repair. Any work done or caused to be done by Landlord at Tenant's expense with respect to the installation of the New Access Driveway is subject to prevailing wage. Landlord shall comply, and shall require any contractor employed for such work to comply, with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord may relocate or alter the Access Road or path of travel so long as (i) Landlord makes reasonable efforts to preserve access and any disruption will not materially impair Tenant's use of the New Facility; and (ii) Landlord pays for the costs of relocating the access. Tenant may cancel this Agreement in the event that Tenant's access to the New Facility is interrupted for fifteen (15) or more consecutive days. Tenant may use said Access Road and New Access Driveway 24/7 and 365 days a year.

2. **Road Condition.** Landlord and Tenant acknowledge that the Access Road

is in good and serviceable condition as of the Commencement Date, and that it is adequate for providing necessary vehicular ingress and egress to the Property for existing users. Landlord shall, at its sole cost and expense, maintain the Access Road in a good and serviceable condition, consistent with past Landlord practice. However, Landlord shall not be liable for any limited access or interruption in access due to extreme weather, fire, acts of God, destruction or damage to the Access Road. Tenant shall be responsible for any damage to the Access Road caused by its operations on the Property, normal wear and tear excepted.

3. Landlord's Access to Communications Building, Tower and Mast.

Landlord shall have separate, unrestricted access to Landlord's Equipment located in the New Communications Building, including the Landlord Communications Building Space. Tenant shall configure the New Communications Building to accommodate Landlord's separate access to all of Landlord's Equipment and required power sources and cabling access without interfering with, disturbing or accessing Tenant's Equipment. Landlord shall not access any other portion of the New Communications Building without the prior written consent of Tenant, or with Tenant's escort absent an emergency condition requiring Landlord's immediate entry for public safety reasons or to protect property. Landlord shall not climb or access the Tower or Mast for any reason whatsoever without the prior written consent of Tenant, which may be subject to fees, and any violation of this covenant shall provide Tenant with the right to charge Landlord with appropriate fees and/or damages.

F. HOLDING OVER: Should Tenant, with Landlord's written consent, remain on the New Facility, or any portion thereof, after the date upon which the New Facility is to be surrendered, Tenant shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions of this Agreement. Nothing in this Section F is to be construed as a consent by Landlord to the occupancy or possession of the New Facility by Tenant after the expiration of the Term.

G. NOTICE: Any notice, request, demand, instruction, payment or other communication to be given to either Party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by reliable courier service with written confirmation of delivery retained, (c) mailed by first class U.S. Mail registered or certified mail, return receipt requested, postage prepaid, or (d) sent by email or other telephony or electronic transmission system where confirmation of delivery can be verified, provided that an original copy of the transmission is then promptly mailed by regular U.S. first class mail, postage prepaid, to Landlord and Tenant at their respective addresses set forth below. Notice shall be deemed to have been given upon verified delivery, receipt or any refusal of delivery of said notice. The addresses for the purpose of this Section may be changed by giving notice in accordance herewith. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder.

Landlord:

Tenant:

Sonoma Speedway, LLC
Hwys 37 & 121
Sonoma, CA 95476
Attn: Vice President Finance &
Administration
Tel: (707) 933-3916
Fax: (707) 938-8430
E-Mail: sgrafals@sonomaraceway.com

County of Sonoma
General Services Department
Real Estate Division, Attn. Manager
2300 County Center Drive, Suite
A200
Santa Rosa, CA 95403
Tel: (707) 565-2550
Fax: (707) 565-2358
E-Mail:
marc.mcdonald@sonoma-county.org

AND

Sheriff Telecommunications Bureau
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: 707 565-1984
Fax: 707 565-6002
E-Mail: radio@sonoma-county.org

H. LIABILITY AND INDEMNITY:

1. **Defense and Indemnity of Landlord.** Tenant shall indemnify and hold harmless Landlord, and its owners, managers, agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "**Landlord's Agents**") from and against any and all third party claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, court costs and reasonable attorneys' fees) (collectively "**Claims**") arising from Tenant's, and/or its agents', employees', officers', officials', invitees' and/or independent contractors' ("**Tenant's Agents**"): (i) design or construction of the New Facility and related improvements, (ii) use of the Premises, the Tenant Equipment, or the Property (including e.g. the Access Road), (iii) negligent act or omission, permitted or suffered by Tenant or Tenant's Agents, and (iv) from any breach by Tenant or Tenant's Agents of any representation, warranty or covenant established in this Agreement. If any action or proceeding is brought against Landlord or Landlord's Agents by reason of any Claims, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel chosen by Landlord or Landlord's Agents, which counsel shall be subject to Tenant's approval, such approval not to be unreasonably withheld, conditioned or delayed. The obligations of Tenant under this Section H shall survive any termination or expiration of this Agreement.

2. **Defense and Indemnity of Tenant.** Landlord shall indemnify and hold

harmless Tenant, and Tenant's Agents from and against any and all Claims arising from Landlord's or Landlord's Agent's: (i) negligent acts or omissions; or (ii) breach of any representation, warranty or covenant established in this Agreement. If any action or proceeding is brought against Tenant by reason of any Claims, upon notice from Tenant, Landlord shall defend the same at Landlord's expense by counsel chosen by Tenant, which counsel shall be subject to Landlord's approval, such approval not to be unreasonably withheld, conditioned or delayed. The obligations of Landlord under this Section H shall survive any termination or expiration of this Agreement.

3. **Waiver of Subrogation.** Tenant shall cause its insurance carrier(s) to waive any rights of subrogation against the Landlord and shall otherwise meet the requirements specified in Section O. below. The Parties mutually waive any and all rights against the other Party to the extent any such losses or damages are covered or reimbursed under the insurance coverages required of the Parties under this Agreement. Thus, if Landlord's negligence causes a loss of Tenant's Equipment, and such loss would be covered by the insurance coverage(s) mandated by this Agreement, Tenant's sole recourse shall be as against such insurance coverage and not against Landlord, to the extent of such coverage. Should a Party fail to obtain the insurance coverage mandated by this Agreement, it shall nevertheless be bound to the effect of this Section H.3 as if such mandated coverage had been in full force and effect.

I. **SURRENDER:** Tenant agrees that upon termination (including, e.g. any early termination) or upon the expiration of the Term, Tenant shall surrender and vacate the Premises in good condition and repair except when such termination is due to a casualty. Upon any such termination or expiration, and at Landlord's election, Tenant shall remove some or all of Tenant's Equipment from the New Facility. If such an election is to be pursued requiring Tenant to remove some or all of Tenant's Equipment, Landlord shall provide notice to Tenant that it must remove Tenant's Equipment as follows: (i) within thirty (30) days of any election to terminate or any event causing the termination of the Term; (ii) at least ten (10) business days prior to the expiration of the Term. Absent an explicit election by Landlord requiring that Tenant remove some or all of Tenant's Equipment, Tenant may elect on its own to remove the following: (a) that portion of Tenant's Equipment that may be readily removed and is portable without causing material damage to the New Facility; and (b) any supplies on the New Facility. Tenant shall not be obligated to remove the New Communications Building, the Tower, Mast, or the in-ground utilities or other works of improvement constructed on the New Facility constituting fixtures that were specifically approved by Landlord under this Agreement. Where there is an obligation or right to remove Tenant's Equipment, then any such removable property shall be removed not later than the termination date or the last day of the Term. Should Landlord agree in writing to allow any or all of Tenant's Equipment to remain on the Property, Tenant must transfer ownership of any such Tenant's Equipment to Landlord.

J. **MAINTENANCE OF PREMISES:** Throughout the Term, Tenant shall, at its sole expense, keep and maintain the New Facility in good order, condition and repair, and suitable for the Permitted Uses (and in a manner safe for all operating conditions). Tenant shall be required

during the Term to address any regulatory requirements needed to operate on the Premises. Tenant shall use reasonable care to avoid any damage to the Property, the New Access Driveway or the Access Road, normal wear and tear excepted.

Landlord shall, at its sole expense, keep and maintain the Existing Facility in good order, condition and repair, normal wear and tear excepted, except with respect to that portion of the Existing Facility, described in Section 2.b. (i) (A) and (B), for which Tenant shall have sole maintenance, repair and replacement responsibility.

Tenant agrees to comply with all Rules focused on environmental safety related to its use of the Premises or access to the Property. Neither Tenant nor Tenant's Agents may cause any "Hazardous Materials" (defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or throughout the Premises, or transported to or from the Premises, in violation of any Rules, provided that Tenant may use substances containing Hazardous Materials in limited amounts as is customary and commonly required to maintain, operate or repair the Premises, so long as the use is in compliance with all applicable Rules. Tenant shall copy Landlord on any official communication between Tenant and any governmental agency relating to Hazardous Materials located on the Property concurrently or as soon as reasonably practicable thereafter. If Tenant breaches its obligations under this Section J (a "**Hazardous Materials Violation**"), then Tenant must indemnify Landlord against any and all Claims arising during or after the Term of this Agreement as a result of any Hazardous Materials Violation. Tenant's obligations under this Section J will include defending Landlord against any cost, loss, demand, claim, or liability, including reasonable and actual attorneys' fees and disbursements and costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restorative work required by any regulatory agency resulting from a Hazardous Materials Violation to the extent caused by the actions of Tenant or Tenant's Agent upon the Property. In no event shall Tenant be responsible to Landlord for any loss or liability with respect to Hazardous Materials caused by Landlord, Landlord's Agent, or any other entity not acting under the control of Tenant, nor shall Tenant be responsible for any loss or damage caused by conditions predating this Agreement.

"Hazardous Material" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA," also commonly known as the "Superfund" law), as amended (42 U.S.C. §§ 9601 et seq.), or under Section 25316 of the California Health & Safety Code; any "hazardous waste" listed under Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not the materials are part of the structure of the New Facility or are naturally occurring substances on or about the New Facility; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

K. TENANT'S DEFAULT: The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("**Default**"):

1. The abandonment of the New Facility by Tenant for a period of more than ninety (90) consecutive days;

2. Failure by Tenant to perform the services or obligations set forth herein which failure creates a material risk of public harm or property damage ("**Critical Default**") must be cured immediately, and in no event more than five (5) days after notice to Tenant.

3. Failure by Tenant to perform the services or obligations set forth herein that do not constitute a Critical Default and that continue for more than forty-five (45) calendar days after written notice thereof from Landlord to Tenant, provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such forty-five (45) day period despite reasonable diligence, Tenant shall not be in Default under this subsection if Tenant promptly commences to cure such default after Landlord's Default notice and thereafter diligently proceeds to cure such Default;

4. A general assignment by Tenant for the benefit of creditors, without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed;

5. The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undischarged for a period of more than sixty (60) calendar days; notwithstanding the foregoing, this paragraph shall not apply if Tenant continues to provide timely services and performs its obligations as set forth herein; or

6. Chronic delinquency by Tenant in the payment of any payments required to be paid by Tenant under this Agreement. "**Chronic Delinquency**" shall mean failure by Tenant to make any payments required to be paid by Tenant under this Agreement within fifteen (15) business days after written notice thereof for any three (3) instances of delinquent payment during any twenty-four (24) month period. In the event of a Chronic Delinquency, in addition to Landlord's other remedies for Default provided in this Agreement, at Landlord's option, Landlord shall have the right to require that Tenant provide a security deposit to cover all anticipated costs to Tenant quarterly, in advance.

L. LANDLORD'S REMEDIES:

1. **Termination for Breach.** In the event of any Default by Tenant, in addition to any other remedies available to Landlord at law or in equity and under this Agreement, Landlord

shall have the immediate option to terminate this Agreement and all rights of Tenant hereunder by giving written notice of such intention to terminate to Tenant. Landlord may also elect to complete any incomplete performance by Tenant and recover from Tenant the costs of such performance, plus an administrative fee of fifteen percent (15%) of the total costs for devoting time and attention in addressing such default in performance. Tenant's reimbursement of such costs shall be due and payable within thirty (30) days of invoicing by Landlord to Tenant.

2. **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right to terminate this Agreement in compliance with applicable law, upon thirty (30) days prior written notice to Tenant, and thereafter Landlord may re-enter the New Facility and remove all property therefrom, provided Landlord shall take all due care to maintain and protect the same in good condition and shall store said property in a public warehouse or elsewhere at the cost of and for the account of Tenant.

3. **Re-letting.** In the event of the abandonment of the New Facility by Tenant, or in the event that Landlord shall elect to re-enter as provided above or shall take possession of any portion of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, Landlord may re-let the Premises.

4. **Cumulative Remedies.** The remedies herein provided are not exclusive, and Landlord shall have any and all other remedies provided herein or by law or in equity.

5. **No Surrender.** No act or conduct of Landlord shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, or as specifically provided for above, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord.

M. **LANDLORD'S DEFAULT:** Landlord shall be considered to be in Default under this Agreement if: (a) Tenant has provided Landlord with written notice specifying the breach of a covenant or obligation, and (b) Landlord has failed for thirty (30) calendar days after such notice to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective acts for defaults that cannot be reasonably cured within such thirty (30) calendar days. In the event of any Default by Landlord or in the event Tenant is unable to use Tenant's Equipment, due to a Default by Landlord, as intended, for a period of sixty (60) consecutive days, in addition to any other remedies available to Tenant at law or in equity and under this Agreement, Tenant shall have the right to remedy said breach and seek reimbursement from Landlord for the reasonable costs and expenses (not to exceed the value of Tenant's Equipment and/or the New Facility) incurred with respect to said remedy, which reimbursement shall be made within thirty (30) days of submittal of written evidence of such costs and expenses, or Tenant may elect to terminate this Agreement. Under no circumstances will Landlord be liable for any consequential or special damages incurred or suffered by Tenant in connection with any Landlord Default, all such damages

being waived.

N. TAXES: Landlord understands that Tenant is a public entity exempt from real property and certain other taxes, and for this reason Tenant is not obligated to pay taxes on its interests in the Premises or on Tenant's Equipment. To the extent any tax or imposition is imposed on Landlord based on the value, use or operation of the New Facility or Tenant's Equipment, Tenant shall reimburse Landlord for such tax or imposition within thirty (30) days of invoicing.

Subject to the reimbursement provisions of this Section N, Landlord is fully responsible for and agrees to pay all real and personal property taxes, general and special assessments, and other charges of every description (collectively "**Taxes**"), levied on or assessed against the Premises, including the Existing Facility and the Landlord Communications Building Space and the New Facility and any other improvements to the Property made by Tenant, to the full extent incurred during the term of this Agreement.

O. INSURANCE: Tenant shall maintain the liability and related insurance more particularly described at Exhibit E and Landlord shall maintain the liability and other related insurance more particularly described at Exhibit F, attached hereto and made a part hereof. All insurance coverage shall be subject to adjustment every five (5) years of the Term to adjust the coverage amounts and other coverage provisions so that they reflect what commercially prudent property managers in like circumstances require.

P. ASSIGNMENT OR SUBLEASE BY TENANT: Except with respect to a governmental entity related to Tenant, Tenant shall not voluntarily or by operation of law, assign all or any part of Tenant's interest in this Agreement or in the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or transfer of rights in violation of this prohibition shall be void and shall constitute an automatic Default. For all assignment or sublease, Tenant must provide Landlord with advance notice of the transaction, along with a copy of any agreements associated with such assignment, sublease or other transfer. Any such assignment consented to by Landlord shall contain a provision directing the assignee to deliver the services and perform the required obligations due thereunder directly to Landlord and may be subject to reasonable additional monetary obligations, and shall not relieve Tenant of any obligation (which shall survive as joint and several obligations with the assignee/transferee).

Q. WARRANTY OF TITLE AND QUIET ENJOYMENT: Subject to the existing interests described at Section A.1 above, the Landlord warrants that: (i) Landlord is entitled to possession of the Property and has rights of access thereto and the land is free and clear of all liens, encumbrances and restrictions; (ii) Landlord has full right to make and perform this Agreement; and (iii) Landlord covenants and agrees with Tenant that upon Tenant observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

R. DESTRUCTION OR CONDEMNATION: If the Premises, the Access Road or Tenant's Equipment are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement, with respect to either the Existing Facility or the New Facility, as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than ninety (90) calendar days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. Furthermore, Tenant may, but shall not be obligated to restore any portion of the Premises to a condition acceptable to Tenant, and thereafter may remove any of Tenant's Equipment elected by Tenant. Tenant's right to terminate will expire, and this Lease will remain in full force and effect if Tenant does not notify Landlord of its decision to terminate within the ninety (90) day period provided for above. In the case of condemnation, other than the portion of any condemnation award specifically allocated for the loss of Tenant's Equipment or for its relocation, all proceeds from any such condemnation shall belong to Landlord.

S. ATTORNEY'S FEES: In the event any dispute arises, or any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of interpreting or enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment. The prevailing party shall mean a Party who has obtained some relief, even if the Party has not sustained all of his/her claims, whether it be at trial or upon any form of settlement. Prior to the filing of any action or proceeding to interpret or enforce this Agreement, an aggrieved Party shall provide notice of the dispute to the counter-Party and offer to mediate and both Parties must engage in good faith efforts to mediate the dispute within thirty (30) business days of such notice. A failure to engage in good faith negotiations shall be taken into consideration in thereafter limiting any award of attorney's fees and costs to a recalcitrant Party that is the prevailing party, it being the intention of the Parties to encourage the early resolution of disputes and discourage the gratuitous exposure to litigation costs that could be avoided.

T. WAIVER: The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No delay or omission in the exercise of any right or remedy on any Default, or in the exercise of any right or remedy shall impair such a right or remedy or be construed as a waiver. Any waiver of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Agreement.

U. TIME: Time is of the essence of this Agreement and each and every term, condition and provision herein.

V. INTEREST: Any installment of any sum due from Tenant under this Agreement

which is not received by Landlord within thirty (30) business days from when the same is due shall bear interest from such thirtieth (30th) day until paid at the legal rate. Payment of such interest shall not excuse or cure any Default by Tenant.

W. SUBORDINATION: Landlord shall have the right to cause this Agreement to be and remain subject and subordinate to any and all mortgages and deeds of trust, if any that are now or may hereafter be executed covering the Premises or the Property, and any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that upon the foreclosure of any such mortgage or deed of trust, so long as Tenant is not in Default, the holder thereof shall agree in writing to recognize Tenant's rights under this Agreement as long as Tenant shall pay any sums due hereunder and observe and perform all the provisions of this Agreement to be observed and performed by Tenant. Within thirty (30) business days after Landlord's written request, Tenant shall execute, acknowledge and deliver any and all reasonable documents required by Landlord or the Holder to effectuate such subordination, provided, however, that such documents shall include a commercially reasonable non-disturbance provision in favor of Tenant that permits Tenant to continue its operations on the Property so long as it fully complies with all of its obligations under this Agreement. The General Services Director shall be authorized to approve and execute documents necessary to effectuate subordination. If Tenant fails to promptly provide the required subordination, such failure shall automatically constitute a Default (without a cure period) by Tenant under this Agreement. Pursuant to the terms of this paragraph, Tenant hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under any such mortgages and deeds of trust.

X. CONSTRUCTION: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. The Parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement, including the Exhibits and any Addenda attached hereto. All captions in this Agreement are for reference only and shall not be used in the interpretation of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, the masculine shall include the feminine, and vice versa.

Y. ENTIRE AGREEMENT: This Agreement and any attached exhibits and addenda, as signed by the Parties, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Agreement shall not be amended or changed except by written instrument signed by the Parties. Section captions herein are for convenience only and

neither limit or amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

Z. INTERFERENCE: Tenant shall operate Tenant's Equipment in a manner that will not cause interference to Landlord and other tenants or licensees of the Property that are covered under the existing interests described at Section A.1 above. All operations by Tenant shall be in compliance with all Federal Communications Commission ("FCC") requirements. Tenant represents that it is operating and will continue to operate at the frequencies more particularly set forth at Exhibit G attached hereto (the "**Tenant's Frequency Operations List**"). Landlord represents that said frequencies used by Tenant do not conflict with Landlord's or its other tenant's activities (subject to the need to monitor and potentially adjust the 858.9625 MHz frequency). Other than the preservation of existing interests described at Section A.1 above, after the installation of Tenant's Equipment, Landlord shall not permit itself, its tenants or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Landlord if such equipment will cause interference with Tenant's operations. In the event such interference occurs, Landlord agrees to take all action necessary to eliminate such interference in a reasonable time period. Such interference shall be deemed a default by Landlord if and only if: (i) Tenant has provided notice of such interference; and (ii) Landlord does not promptly respond to such interference and addressed it by working with other parties using such frequencies.

Landlord shall not install or operate Landlord's Equipment in a manner that will cause interference to Tenant. All operations of Landlord's Equipment by Landlord shall be in compliance with all FCC requirements. Landlord shall correct any interference issues to the reasonable satisfaction of Tenant within forty-eight (48) hours of receipt of written notice of said interference or Tenant may disconnect the interfering equipment if public safety or the safety of Tenant's personnel is in jeopardy.

AA. NON-APPROPRIATION OF FUNDS: Tenant may terminate this Agreement upon thirty (30) days' notice to Landlord on the happening of any one or more of the following events: (i) the Sonoma County Board of Supervisors fails to appropriate sufficient funds for the operation and maintenance of the New Facility covered by this Agreement; (ii) the Sonoma County Board of Supervisors discontinues, in whole or in part, the program or agency for which the New Facility were leased; or (iii) funding, whether County, State or Federal, for the program or agency for which the New Facility were leased is reduced or withdrawn.

BB. DISCRETIONARY TERMINATION. Notwithstanding anything contained in this Agreement to the contrary, Tenant may cancel this Agreement for any reason whatsoever effective anytime by providing at least ninety (90) days' prior written notice to Landlord. Upon any such cancellation, Tenant must comply with the surrender provisions of Section I, above.

CC. CERTIFIED ACCESS SPECIALIST DISCLOSURE. Landlord hereby advises

Tenant that the Premises have not undergone an inspection by a "Certified Access Specialist," and except to the extent expressly set forth in this Agreement, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards.

The following disclosure is hereby made pursuant to applicable California law:

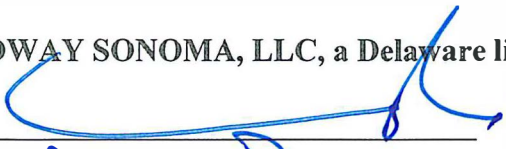
A Certified Access Specialist (CAsp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject Premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp 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 CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. [Cal. Civ. Code Section 1938(e)].

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the dates set forth below.

SIGNATURES APPEAR ON NEXT PAGE

LANDLORD:

SPEEDWAY SONOMA, LLC, a Delaware limited liability company

By: 
Name: Steve Page
Title: President/COO
Date: 9/12/18

TENANT: *COUNTY SIGNATURE BLOCK TO BE CONFIRMED*

COUNTY of SONOMA, a political subdivision of the State of California

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

APPROVED AS TO SUBSTANCE:

By: _____
Caroline Judy
General Services Director

By: _____
Robert Giordano
Sheriff-Coroner

PROPERTY

Exhibit A

County of Sonoma APN 068-150-056, consisting of approximately 371.75 acres located in the unincorporated area of the County of Sonoma, State of California and more particularly described below:

NEED PROPERTY DESCRIPTION FROM SPEEDWAY SONOMA

Exhibit B

First American Title Company issued Preliminary Report
dated June 28, 2018 attached below

NEW FACILITY

Exhibit C-1

Page 1 of 3

New Facility

Insert Plans for New Facility

Exhibit C-1

Page 2 of 3

Landlord's Communications Building Space

Insert Building Space Diagram

Confirm Dimensions of Landlord's Space

Exhibit C-1

Page 3 of 3

Tower Plan

Insert Tower Plan

Confirm Landlord's Tower Space

Exhibit C-2

Site Plan for Existing Facility

Insert Existing Facility Plan

EXHIBIT D

TENANT'S EQUIPMENT

New Facility Equipment List

- 1) Communications equipment building approximately 40' x 18'
- 2) 80' to 120' tall self-support tower and attachments
- 3) Emergency Power Generator
- 4) Associated Radio Equipment, Cameras and Infrastructure
- 5) Back up battery

Existing Facility Equipment List

- 1) 40' tall antenna support Mast and attachments
- 2) Miscellaneous equipment including, dispatch and emergency communications equipment in the modular building

Exhibit E

Tenant's Liability and Other Required Insurance

Tenant's Insurance Requirements

During the Term of this Agreement, or any extensions of the Term, County as Tenant shall maintain insurance and/or self-insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Tenant shall require its contractors, subcontractors and agents to maintain the same insurance.

Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Tenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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 07.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location; and \$5,000,000 for combined General Liability and Umbrella/Excess coverage. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. Tenant may maintain higher limits than the specified minimum limits, and in such event Landlord shall be entitled to coverage for the higher limits maintained by Tenant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Tenant is responsible for any deductible or self-insured retention and shall fund it upon Landlord's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving Tenant. Tenant shall notify and obtain approval of Landlord if Tenant's self-insurance retention exceeds \$25,000, which approval shall not be unreasonably withheld.

- d. Landlord shall be endorsed as additional insureds for liability arising out the ownership, maintenance or use of that part of the Premises leased to Tenant (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 be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
- g. 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.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language indicating that insurance for Landlord is primary and non-contributory.
 - ii. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - iii. Certificate of Insurance.

3. **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned autos. Required Evidence of Insurance: Certificate of Insurance

4. **Pollution Liability Insurance**

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Tenant maintains higher limits than the specified minimum limits, Landlord requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Tenant is responsible for any deductible or self-insured retention and shall fund it upon Landlord's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving Tenant.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Insurance shall be continued for five (5) years after the expiration or earlier termination of this Agreement. If the insurance is on a Claims-Made basis, the continuation Insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the Commencement Date of this Agreement.

5. **Increases in Limits of Insurance**

Landlord may periodically require higher policy limits as deemed appropriate based on current standards in the industry.

6. **Documentation**

- a. The Certificate of Insurance must include the following reference: **Sonoma Raceway – 2018 Telecommunications Site Lease.**

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Tenant agrees to maintain current Evidence of Insurance on file with Landlord for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Speedway Sonoma, LLC, Hwys 37 & 121, Sonoma, CA 95476; Attn: Vice President Finance & Administration; Tel: (707) 933-3916, Fax: (707) 938-8430; E-Mail: sgrafals@racesonoma.com.
- 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. Tenant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

7. Policy Obligations

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

8. Material Breach

If Tenant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement, and thereafter Landlord after reasonable notice to Tenant, may terminate this Agreement and obtain damages from Tenant resulting from said breach. Alternatively, Landlord may purchase such required insurance and Tenant shall immediately reimburse Landlord for any premium costs advanced by Landlord for such insurance. These remedies shall be in addition to any other remedies available to Landlord.

Exhibit F

Landlord's Liability and Other Required Insurance

Landlord's Insurance Requirements

At all times during the term of this Agreement, Landlord as owner of the Property and the Premises and as licensee hereunder, shall purchase and maintain, at its own expense, 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 Agreement 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 Agreement.

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 Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial 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 Landlord's deductible or self-insured retention exceeds \$1,000,000 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, rented or licensed 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. Standards for Insurance Companies

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

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned, hired and non-owned autos. Required Evidence of Insurance: Certificate of Insurance

5. Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Tenant maintains higher limits than the specified minimum limits, Landlord requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Tenant is responsible for any deductible or self-insured retention and shall fund it upon Landlord's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving Tenant.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Insurance shall be continued for five (5) years after the expiration or earlier termination of this Agreement. If the insurance is on a Claims-Made basis, the continuation Insurance may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the Commencement Date of this Agreement.

6. Documentation

- a. The Certificate of Insurance shall include the following reference: **Sonoma Raceway – 2018 Telecommunications Site Lease.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
The name and address for Additional Insured endorsements and Certificates of Insurance

is: County of Sonoma, its Officers, Agents and Employees
Attn : Real Estate Manager, County of Sonoma General Services Department, 2300
County Center Dr., #A200, Santa Rosa, CA 95403

- c. 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.
- d. 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Landlord fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. 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 Agreement, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

Exhibit G

Tenant's Frequency Operations List

Sears Point – Sheriff's Planned Transmit Frequencies	
Channel Description	Transmit Frequency (MHz)
Sheriff 1	453.7250
Sheriff 2	453.5750
Sheriff 3	453.4000
Sheriff 4	453.5500
Sheriff 5	453.4750
Sheriff 6	453.0250
Sheriff 9	460.2750
Countywide 2	453.1750
Fire & EMS- Redcom	154.3100
Fire & EMS- Control 2	155.2650
Fire & EMS- Control 4	154.1750
Victor 6	155.3775
Medcom	155.1000
Microwave Relay	10755.0000
Mobile Data	858.9625*

* As noted in Exhibit G-1, this frequency may create potential problems with the rights of Verizon in the Verizon Agreement. Should that occur, the parties shall work in good faith to minimize the adverse effects of using this frequency.

Exhibit G-1

Email Relating to Tenant's Frequency Operations List and Verizon Operations

From selected emails between the parties noted:

From: Sara Grafals <sgrafals@sonomaraceway.com>
Sent: Monday, July 16, 2018 9:18 AM
To: Pamela Asselmeier <Pamela.Asselmeier@sonoma-county.org>; Jere Starks <JStarks@sonomaraceway.com>
Cc: Greg Guerrazzi <gregguerrazzi@vom.com>; Marc McDonald <Marc.McDonald@sonoma-county.org>; Bruce Oveson <Bruce.Oveson@sonoma-county.org>
Subject: RE: County of Sonoma - Communications Facility Lease- draft dated 061418- finalizing the lease

Pamela,

Following up on the section in our DAS agreement:

- The DAS Agreement has the following significant provisions:
 - It grants the Licensee/Verizon a license to install/maintain/replace a distributed wireless communications system.
 - It precludes any other vendor from bringing in such a system (other than existing vendors as of the date the DAS Supplement's execution), except through a sub-license via Verizon. The actual language says:

The DAS components and design principles for each Premises are described in the applicable Supplement. Upon the applicable Supplement Commencement Date, Licensee shall have the exclusive right (excepting any third parties that may have existing agreements with Licensor at one or more Premises) to sublicense to other wireless carriers or to other third parties to connect their equipment to and use the DAS, provided that each sublicense shall at all times be subject to the terms of this Agreement. Licensor shall not allow or permit any other wireless carriers or other third parties (excepting any third parties that may have existing agreements with Licensor at one or more Premises and excepting the installation of cells on wheels by the Series Sponsor, as that term is defined in [Exhibit E](#)) to install or maintain microcell(s), rerod(s), head-end equipment or other similar or comparable radio-distribution devices, including but not limited to cells on wheels or cells on light tracks, and the antennas serving them at one or more Premises unless such other wireless carriers or third parties connect to the DAS by way of sublicense with Licensee. The "Licensee Equipment" shall include

- The Licensor cannot allow other equipment to interfere with the DAS operating systems (except to the extent of existing facilities).

- o If the DAS system were to be used, then the other party using it must meet or exceed these tech standards required by the DAS agreement, but it does not sound like you guys (the county) intend to tie into the DAS system.

Based on this, our view is that both the county and the Verizon folks need to confirm that their systems will not interfere with each other, and we will need to get Verizon to agree that this system is not going to violate the provision above and approve the new lease.

Let me know if you have any questions on this.

Thanks - Sara

*Sara Grafale
VP Finance & Administration*

From: Pamela Asselmeier [mailto:Pamela.Asselmeier@sonoma-county.org]
Sent: Thursday, July 12, 2018 10:31 AM
To: Sara Grafale <sgrafale@sonomaraceway.com>; Jere Starks <JStarks@sonomaraceway.com>
Cc: Greg Guerrazzi <gregguerrazzi@vom.com>; Marc McDonald <Marc.McDonald@sonoma-county.org>; Bruce Oveson <Bruce.Oveson@sonoma-county.org>
Subject: RE: County of Sonoma - Communications Facility Lease- draft dated 061418- finalizing the lease

Hi Sara – thanks for the letting us know of the Verizon contract. One way to address this is if you could please share the provision regarding exclusivity in your Verizon contract with us, so we can assess whether there is a conflict, and if so how to best to address that.

Also, our Lease Agreement with you contains language at *Par. 2 Permitted uses*, re County's obligations to address any interference, if that's the concern.

As we step back and think about what Verizon is typically focused on is commercial communications with its cell customers, and the County's uses are for emergency services and race/track communications, which would seem to be quite distinct and not overlapping. Hopeful we can address to comfort of all parties.

Thanks, Pamela

From: Sara Grafale <sgrafale@sonomaraceway.com>
Sent: Thursday, July 12, 2018 9:50 AM
To: Pamela Asselmeier <Pamela.Asselmeier@sonoma-county.org>; Jere Starks <JStarks@sonomaraceway.com>
Cc: Greg Guerrazzi <gregguerrazzi@vom.com>; Marc McDonald <Marc.McDonald@sonoma-county.org>; Bruce Oveson <Bruce.Oveson@sonoma-county.org>
Subject: RE: County of Sonoma - Communications Facility Lease- draft dated 061418- finalizing the lease

Hi Pamela,

I hope to have the redline sometime this morning – I have not received it back from our attorney just yet.

As a heads up, we have a longer term contract with Verizon for a distributed antenna system. The contract has some exclusivity provisions so we are going to be addressing those in the agreement and will need to work with them to get approval.

I'll let you know as soon as I have the redline.

Thanks, Sara

From: Vance, Charles Terry (Terry) <terry.vance@verizonwireless.com>
Sent: Wednesday, September 5, 2018 3:37 PM
To: Vince Hurst <Vince.Hurst@sonoma-county.org>
Cc: Sara Grafals <sgrafals@sonomaraceway.com>; Pamela Asselmeier <PAsselmeier@sonoma-county.org>; Michael Peck <michael.peck@verizonwireless.com>; Michelle Moore <MMoore@sonomaraceway.com>; Michael Ziegler <mziegler@smicorporate.com>; Navjot Sidhu <navjot.sidhu@verizonwireless.com>
Subject: Re: [E] RE: Sonoma County Communications Tower

Vince

Thanks for following up with this. In general we don't anticipate any issues, especially since there aren't any shared antennas. However, we would still like to be kept in the loop when you start transmitting, especially on the 850 frequency, just to make sure we aren't seeing any impact.

thank you

Terry

Terry Vance

Verizon

Pacific Market Network Performance

916-205-1184 (mobile)

terry.vance@verizon.com

On Tue, Sep 4, 2018 at 5:24 PM Vince Hurst <Vince.Hurst@sonoma-county.org> wrote:

Hi Terry,

Sorry about the delay to get the list of frequencies to you. Thought I'd done it already.

Thanks,



Vince Hurst – Senior Communications Technician

Sonoma County Sheriff's Office, Telecommunications Bureau

FCC Lic: PG1233913 / Amateur Lic: KG6YYL



Cisco Lic: 422194171115GTVH

(707)568-2667 - Desk / (707)477-9441 - Cell

Vince.Hurst@Sonoma-County.org

Comtrain Cert# 15430-87439-1

From: Google Calendar [<mailto:calendar-notification@google.com>] **On Behalf Of**

terry.vance@verizonwireless.com

Sent: Monday, August 20, 2018 1:56 PM

To: serafels@sonomaraceway.com; terry.vance@verizonwireless.com; Pamela Asselmeier

<Pamela.Asselmeier@sonoma-county.org>; michael.peck@verizonwireless.com; Vince Hurst

<Vince.Hurst@sonoma-county.org>; mmoore@sonomaraceway.com; mziegler@smicorporate.com;

navior.sidhu@verizonwireless.com

Subject: Sonoma County Communications Tower

All,

Thanks for your time today. Here are some notes.

SC Sheriff is building a tower in 2018 (after Indy Races in Sept) to transmit UHF frequencies for first responders. 11 GHz microwave backhaul. 154 - 159 ranges for FD. 450, 453 ranges for sheriff. Nothing in 700. Currently over the air on 800 MHz. To date, VZ has seen no interference. Vince will provide specific frequency ranges as confirmation.

VZ asks to be updated as transmitters are being turned up just to confirm if any interference.

Primary VZ contact: Terry Vance 916-205-1194

Based on the information discussed, Verizon does not see any risk of interference with this tower deployment.

Thanks

Sonoma County Communications Tower

On behalf of Sara Grafals, this meeting invitation lists the call in number and participant code for your conference call this coming Monday, August 20, 2018 at 1:30pm.

Thank you.

Michelle Moore

Sara Grafals

VF Finance & Administration

Hwys 37 & 121

Sonoma, CA 95476

(707) 933-3910 O

(707) 938-8430 F

(707) 334-6904 C

www.sonomaraceway.com

scrafals@sonomaraceway.com

When: Mon Aug 20, 2018 1:30pm – 2:30pm Pacific Time - Los Angeles

Where: 1-866-228-9900 participant code 667379 ([m.sp](#))

Who:

- Michelle Moore - organizer
- terry.vance@verizonwireless.com - creator
- vince.hurst@sonoma-county.org
- michael.peck@verizonwireless.com
- mziegler@smicorporate.com
- pamela.asselmeier@sonoma-county.org
- Sara Grafals



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: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services Department

Staff Name and Phone Number:

Caroline Judy, Director: 565-8058

Supervisorial District(s):

All

Title: Veterans Memorial Building Use Policy

Recommended Actions:

Adopt the “Veteran’s Memorial Building Use Policy” to establish and clarify scheduling, fee, and other usage policies regarding uses of the Sonoma County Veterans Memorial Buildings by Veterans organizations, Veterans and community users.

Executive Summary:

Since February 2016, General Services has been working with the Veterans Building Advisory Committee to obtain general agreement on revisions to the Veterans Memorial Building Use Policy adopted by the Board of Supervisors in 2005. Over the past thirteen years different approaches to management of the Veterans Buildings had created challenges to policy implementation and confusion as to the type of public event where building use charges would apply. Recognizing that the issue of charging fees for public events has been a persistent complaint from Veterans groups, General Services requested that the Veterans Memorial Building Advisory Committee (“Advisory Committee”) assist by identifying potential changes to the Policy. The revision process with Veteran representatives and the Committee itself was undertaken resulting in the proposed policy which was unanimously approved by the Advisory Committee on August 14, 2018 and is presented for your Board’s consideration.

The proposed Policy retains the primary use of the Veterans Memorial buildings for Veterans association business meetings and memorials, and augments the existing policy by allowing for Veterans association sponsored public events without use fees, when those events are for patriotic purposes or held specifically for the purpose of fundraising to benefit Veterans and their families, and by providing for discounted use fees for individual Veterans personal events.

Discussion:

The County of Sonoma owns seven Veterans Memorial buildings. These facilities serve residents by providing facilities where Veterans groups, individuals, non-profit, and fraternal organizations may gather, and provide arts, faith-based, and other events supporting the community. Veterans’ organizations typically use the facilities for regular meetings, memorials, and fundraisers. The buildings

also function as emergency evacuation centers and shelters in the event of disaster. Over a number of years the County has explored several different models for management of events, Veterans building operations and maintenance.

From 1978 to 2012, Regional Parks managed the Veterans buildings. Recognizing the challenges and expense of maintaining the facilities, the Board of Supervisors transferred to General Services the responsibility for maintenance of all of the Veterans buildings, and event management responsibility for Guerneville and Sonoma. Through a competitive solicitation process a subcontractor was hired to handle event management at Santa Rosa, Petaluma and Cotati. Following the termination of the subcontractor in January 2017, General Services assumed overall responsibility of all the facilities. Currently General Services manages events, operates and maintains the Veterans Memorial buildings in Sonoma, Guerneville, Petaluma and Cotati. General Services maintains the Santa Rosa and Cloverdale Veterans Memorial Buildings while the event management is performed by the Sonoma County Fair and Exposition and the American Legion Post #293 respectively. The Sebastopol Veterans Memorial Building is maintained and operated by the Sebastopol Center for the Arts.

There are a number of large fundraisers attended by the public and held each year at the Veterans buildings. The current Board-adopted Veterans Use Policy requires that Veterans organizations are charged a building use fee for fundraising events open to the public where admission is charged. As previously described there have been challenges in implementing the existing policy of charging for these types of events. Currently there are annually 250 free Veterans bookings at the Santa Rosa Veterans building, and over 600 free Veterans bookings combined at the Sonoma (251), Petaluma (245), Cotati (11), and Guerneville (105) buildings. This provision of the policy has led to frustration on the part of Veterans organizations over what qualifies as a no-charge event and presents challenges for the administration of event reservations. General Services has been working with Advisory Committee members since February 2016, as documented below, to obtain general agreement on revisions to the policy and to address the complaints raised by veterans groups.

In February 2016, the Advisory Committee, which is comprised of 8 Board-appointed veteran representatives, began to address the issue of charged vs. uncharged use of the buildings by Veterans groups. They started by researching what practice was used in other Counties in California for the use of the buildings by Veterans groups. In February 2017, an Ad-Hoc committee submitted to the Advisory Committee the first draft of recommendations for the revised policy. The Ad-Hoc committee continued meeting with General Services' staff and numerous Veteran Service Organizations (VSO) throughout 2017 and into early 2018 to revise the policy recommendations based upon input from VSO's. In February 2018, the Advisory Committee held a special meeting to review the proposed policy revisions and determine the next steps in presenting their recommendation to the County. Based on feedback during the special meeting, further revisions were made to the proposed policy and subsequently on August 14th 2018, at a regularly scheduled meeting, the Advisory Committee voted to approve sending the proposed policy revision to the Board of Supervisors. This action passed with a 7-0 vote, with one member abstaining.

Among other things, the proposed Veterans Use Policy would allow fundraisers for the purpose of benefiting Veterans and their families in need, without building rental fee charges. Also, the policy clarifies and confirms that no building rental fees will be charged Veterans' organizations for their

regular meetings, ceremonies, or events in line with patriotic purposes (whether on specified days or otherwise qualifying as “patriotic” events). The attached comparison chart illustrates the differences between the current and proposed policies.

The proposed policy represents two years-worth of work by representatives of the Veterans Memorial Building Advisory Committee, the culmination of three meetings of the full Advisory Committee, and many hours of General Services’ staff time. Some VSO’s would like to see entirely free use regardless of the type of patriotic, fraternal and/or individual building uses and may continue to express those desires. The unanimous vote of the Veterans Memorial Building Advisory Committee illustrates the best outcome possible to this long standing issue.

Prior Board Actions:

June 5, 2018 – Approved amendment to Resolution #94-0290 regarding Veterans Memorial Buildings Advisory Committee. Approved multiple license agreements between the County and Sonoma County Fair and Exposition, American Legion Post #293, VFW Post # 1929, and VFW Post # 1943.

June 20, 2017 – Approved extension of event management agreement with Sonoma County Fair for the Santa Rosa Veterans Memorial building.

March 21, 2017 – Adopted a Resolution to increase the FY 16-17 expenditure appropriations by \$125,700 to support operating expenses incurred as a result of an interim assumption of management responsibilities over the Cotati, Petaluma and Santa Rosa Veterans Memorial Buildings by General Services Department. Of that amount, \$55,180 was requested from General Fund Contingency.

June 23, 2015 – 1) Authorized General Services Director to authorize adjustments to the current rate structure on a case-by-case basis for the Cotati, Guerneville, Petaluma, Santa Rosa, Sebastopol, and Sonoma buildings to allow rentals for smaller blocks of time. 2) Authorized General Services to establish a rental rate pilot program in Cloverdale to determine a market based fee structure that will result in increased facility use. 3) Authorized General Services Director to execute a license agreement with the Cloverdale Veterans group for transfer of operational and management control of the Cloverdale Veterans Building.

July 31, 2012 – Executed 5 year concession agreement with United Camps, Conferences and Retreats for management of the Santa Rosa, Petaluma, and Cotati Veterans Memorial Buildings.

July 26, 2005 – Adopted the existing “Fee Waiver and Free Use Policy,” which applies to Veterans’ organization uses open to the public for a fee.

March 2, 1994 – Approved resolution #94-0290 adopting updated administrative policy on advisory body roles and relationships for the Veterans Memorial Buildings Advisory Committee.

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:			
<p>It is unclear whether there will be a fiscal impact as a result of this policy change. Since the policy change would largely bring conformity to existing practices as to when not to charge Veterans groups for uses, if there is not an increase from the current level of free use then there should be minimal budget impact. However, if Veterans organizations increase their free use of the buildings then there will be a corresponding reduction in the number of hours and revenue associated with paying users. Staff will monitor the impact of the proposed changes to the use policy and report back to the Board if the changes result in significant revenue losses.</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:			
Attachment 1: Veterans Use Policy Attachment 2: Use Policy Comparison			
Related Items "On File" with the Clerk of the Board:			

Veterans Memorial Building Use Policy

County of Sonoma

The County owns and controls seven Veterans Memorial building facilities and provides these facilities to Veterans groups, community organizations and the public for beneficial use of the buildings, equipment, and parking areas. This Policy establishes guidelines regarding use of the Veterans facilities by Veterans organizations and associations (as defined in the California Military and Veterans Code) (“Veterans associations”) and clarifies the applicability of reservation rental rates, equipment use, event set-up, custodial services, event staffing support, parking, and fee waiver procedures. This Policy shall apply at all County Veterans facilities, whether managed by County directly or by any third party.

I. SCHEDULING

- A. To best ensure the benefits of the reserved uses provided for herein, Veterans associations shall annually submit reservations and any changes to their previously scheduled reservations for all Veterans association meetings and events. To ensure room availability and avoid potential reservation conflicts, each Veterans facility shall maintain a reservation management system (which may be online) and require all users to submit reservation forms for all uses. All regular business meetings and events will be booked into the reservation management system to ensure there are no scheduling conflicts. Reservations shall be completed by each of the respective Veterans associations and confirmed by the building representatives of the Veterans Advisory Board, and furnished to the respective Veterans facility booking office (“Booking Office”) by November 10 for the upcoming year. By November 30 each year, the facility Booking Office will provide a confirmation of all Veterans reservations for the coming year. Reservations will not be accepted more than three years in advance of an event.
- B. In the event, due to unforeseen circumstances, that a change to an existing reservation(s) is required or additional reservation(s) are desired or become necessary, a Veterans association shall submit requested changes/additions to the Booking Office to determine availability of facility. Veterans associations, business meetings and memorials shall always have priority scheduling over other unscheduled uses, except when the facility is being used for disaster response or other County-determined emergency activities. Other Veterans association events shall have priority booking over public event scheduling requests received at the same time.
- C. Notwithstanding any reservation for Veteran use, the remainder of each facility may be separately reserved and used by other users if County and/or the Booking Office determines that the other use will not interfere with the Veterans use.

II. VETERANS EVENTS -- FEES

A. Patriotic and Meeting Events

1. Veterans associations shall not be charged a building use fee for use of the Veterans facilities for regularly-scheduled meetings, social events restricted to members, family, and invited guests, or commemoration ceremonies and memorial services for deceased veterans.
2. Veterans associations shall not be charged a building use fee for use of the Veterans facilities (or for any parking areas therefor) for events on nationally-recognized patriotic event days as identified in Appendix A and for other events in line with the group's patriotic purposes. "Patriotic purposes" shall mean events primarily and principally involving celebration and promotion of the United States of America, the armed forces, and/or associated themes. "Patriotic purposes" shall not include other fraternal and/or benevolent activities or events not principally celebrating or promoting the United States of America, the armed forces, and/or associated themes, such as general philanthropic events, fundraisers, or festivals. No building use fees will be charged on these patriotic event days or events.
3. Facility spaces shall be provided for free in as-is condition in standard set-up arrangement. If the meeting or event requires the use of extra building equipment (such as tables, chairs, or service items), extra janitorial services, and/or other extra County staff or contracted resources for additional set-up/take down, then the applicable general rates will be charged for these expenses.
4. For all such events, the sponsoring Veterans' association must execute a reservation form and license Agreement and provide Proof of Insurance.

B. Benevolent or Fraternal Events

1. General benevolent and/or fraternal events conducted or sponsored by a Veterans association, such as general philanthropic fundraisers or festivals open to the general public, shall be subject to payment of a building use fee and all other County equipment and staff rates.
2. Unless a "patriotic" or meeting event as allowed for free by Section II, A. above, all events where general admission or any other gate fee is charged shall be subject to payment of a building use fee.
3. Notwithstanding any of the foregoing, for Veterans association events (including those open to the general public, and where general admission is charged) for the purpose of fundraising to benefit Veterans and their families, no building use fees will be charged.

4. If the event requires the use of building equipment (such as tables, chairs or service items), janitorial services, and/or other County staff or contracted resources for set-up/take down, then the applicable general rates will be charged for these expenses.
5. For all such events, the sponsoring Veterans' association must execute a reservation form and license Agreement and provide Proof of Insurance. The general public Booking Procedure shall apply to such events, including for booking priority, deposits, and cancellation requirements.

C. Individual Veteran (Non-Association) Uses

1. Use of a Veterans facility by an individual Veteran for personal use (*i.e.*, an event not directly related to a Veterans association), such as weddings, birthdays, anniversaries, or otherwise private events, will be charged the current building use fee, less 50%.
2. If the event requires the use of building equipment (such as tables, chairs, kitchen or service items), janitorial services, and/or other County staff or contracted resources for set-up/take down, then the applicable general rates will be charged for these expenses.
3. For all such events, the individual Veteran must execute a reservation form and License Agreement and provide Proof of Insurance. The general public Booking Procedure shall apply to such events, including for booking priority, deposits, and cancellation requirements.

D. Fee Waivers

1. Nothing in this Policy modifies or precludes County's ability, in its sole discretion though the Board of Supervisors, to approve fee waiver(s) for any particular use of any Veterans facility, in accordance with County's fee waiver general policy.

III. ALCOHOL LICENSE REQUIREMENT

- A. All Veterans and associations shall comply with all applicable laws and regulations pertaining to alcohol at the Veterans facilities, including any requirements to obtain a California Department of Alcoholic Beverage Control One-Day Special Events License for events open to the general public where alcohol is to be served (unless otherwise covered by existing or other ABC license).
- B. Security is required for all events open to the public where alcohol is to be served, including for all events outside of designated Veterans lounges.

IV. ROOM SET-UP/ TAKE DOWN AND RELATED ACTIVITIES

The County General Services building management (or contracted third parties) shall be responsible for the upkeep, functionality, and other operational aspects of all the Veterans facilities, to include routine janitorial cleaning, room set-up and take down configurations, post-event return of venue to pre-event configuration, and routine facility security.

V. CANCELLATIONS OF MEETINGS OR EVENTS

Notice must be provided to the Booking Office of any cancellation of any meeting or event at least 7 days prior to the scheduled date of the meeting or event. Failure to timely provide the required notice of cancellation may result in the scheduling party being charged a fee for set-up and take-down.

VI. SECURITY AT EVENTS OPEN TO THE GENERAL PUBLIC

Each scheduling party shall provide security for their events, at levels and according to other terms and conditions as may be required by County and/or the respective facility Booking Office.

Appendix A

United States Patriotic Holidays & Dates

Name	Date
New Year's Day	January 1
Martin Luther King Jr. Day	January, 3 rd Monday
Washington's Birthday (President's Day)	February, 3 rd Monday
Armed Forces Day	May, 3 rd Saturday
Memorial Day	May, Last Monday
Flag Day	June 14
Army Birthday	June 14
Independence Day	July 4
Coast Guard Birthday	August 4
Purple Heart Day	August 7
Labor Day	September, 1 st Monday
Patriot Day	September 11
Air Force Birthday	September 18
POW/MIA Recognition Day	September, 3 rd Friday
Gold Star Mother's Day	September, Last Sunday
Columbus Day	October, 2 nd Monday
Navy Birthday	October 13th
Navy Day	October 27
Marine Corp Birthday	November 10
Veterans Day	November 11
Pearl Harbor Day	December 7

Veteran Memorial Building Use Policy Comparison

DRAFT – FOR DISCUSSION PURPOSES

	Types of Events	Existing Policy	Proposed Policy	Policy Section
Patriotic and Meeting Events	Veterans associations’ regularly-scheduled meetings	Free	Free	II. A. 1
	Veterans associations’ social events restricted to members, family, and invited guests	Free	Free	II. A. 1
	Commemoration ceremonies and memorial services for deceased veterans.	Free	Free	II. A. 1
	Patriotic events, as listed, or celebrating the United States of America, the armed forces, and/or associated themes	Free	Free	II. A. 2
Benevolent or Fraternal Events	General Veterans Fundraisers	Charge	Charge	II. B. 1 (II. B. 2)
	Veteran Fundraisers Benefitting Veterans and Families	Charge	Free	II. B. 3
Individual Veteran (Non-Association) Uses	Personal use by veterans (Weddings, Birthdays, etc.)	Charge	Charge with 50% discount	II. C. 1
	Public Use (Non-veterans)	Charge	(No Change)	Existing
Government Use	Government Use	Charge unless waived	(No Change)	Existing
	Disaster Use	No Charge	(No Change)	Existing

Fee Waivers: Nothing in this Policy modifies or precludes County’s ability, in its sole discretion through the Board of Supervisors, to approve fee waiver(s) for any particular use of any Veterans facility, in accordance with County’s fee waiver general policy. Visit [this page](http://sonomacounty.ca.gov/Board-of-Supervisors/Fee-Waiver-Requests/) to learn more about the fee waiver process: <http://sonomacounty.ca.gov/Board-of-Supervisors/Fee-Waiver-Requests/>



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 Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

All

Title: Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Prosecutors' Association

Recommended Actions:

Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma (County) and the Sonoma County Prosecutors' Association (SCPA) for the period of September 18, 2018 through May 6, 2019.

Executive Summary:

Representatives from the County and SCPA met and conferred and reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for an extension of the MOU. All changes to the 2016-2018 MOU shall become effective upon approval of the Board of Supervisors unless otherwise specified in the tentative agreement.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County met and conferred with SCPA for a proposed extension of the MOU. The County and SCPA have tentatively agreed on terms and conditions, salary, and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below.

Term of MOU:

September 18, 2018 through May 6, 2019.

One Time Lump Sum Pensionable Payment:

Effective with the pay period that begins October 23, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:

Deputy District Attorney I: \$2,772

Deputy District Attorney II: \$3,045
Deputy District Attorney III: \$3,503
Deputy District Attorney IV: \$3,945
Child Support Attorney III: \$3,503
Child Support Attorney IV: \$3,945

Medical Benefits:

Effective the pay period beginning September 11, 2018, for coverage beginning October 3, 2018, the County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee only: \$629 per month
- Employee plus one: \$1,257 per month
- Family: \$1,779 per month

Effective the pay date of November 14, 2018, the County will suspend the employee's semi-monthly dental premium contribution of \$14.13 per pay period. The employee dental plan contribution will resume the pay date of September 2, 2020.

Language Clean Up - County Contribution Toward Retiree Medical Plans

The County and SCPA agreed to language in the MOU that eliminates references to the Salary Resolution but continues the current County contribution of \$500 per month toward the cost of County offered medical plans for any eligible retiree.

Holidays:

Each employee will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of floating holiday hours.

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

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

Paid Parental Leave:

Effective October 1, 2018, 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.

Total Compensation Comparison

The County and SCPA agreed to a process for evaluating total compensation for the purpose of compensation studies.

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 changes in the SCPA MOU extension, including changes to salary and benefits. Based on the letter received from Segal Company (Segal), the proposed one-time, pensionable, lump-sum payment 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:

April 19, 2016, Board adopted the SCPA MOU, Resolution #16- 0141

Strategic Plan Alignment Goal 3: Invest in the Future

The extension of the MOU reflects the joint efforts of the County and SCPA 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	\$5,448	\$78,047	\$64,428
Additional Appropriation Requested	\$259,933		
Total Expenditures	\$265,381	\$78,047	\$64,428
Funding Sources			
General Fund/WA GF	\$243,696	\$71,670	\$59,163
State/Federal			
Fees/Other	\$21,685	\$6,377	\$5,264
Use of Fund Balance			
Contingencies			
Total Sources	\$265,381	\$78,047	\$64,428
Narrative Explanation of Fiscal Impacts:			
<p>The MOU extension represents a total estimated operational cost increase, above the adopted budget, of \$259,933 in fiscal year 18/19, which includes an estimated on-going operational cost of \$61,704 associated with augmented medical premium contribution and the new parental leave benefit program. Of the total 18/19 projected increased costs, about \$243,696 is within the General Fund. Additional FY 18/19 budgetary appropriations will be included in the First Quarter Budget adjustment to align with the adjusted labor costs, if labor agreement extension is approved.</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:			
<ol style="list-style-type: none"> 1. Concurrent Resolution 2. Attachment A – Signed Tentative Agreement 3. Attachment B – Segal Company Letter dated September 12, 2018 			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Extending The Memorandum Of Understanding Between The County Of Sonoma And The Sonoma County Prosecutors' Association, For The Period of September 18, 2018 Through May 6, 2019.

Whereas, the Sonoma County Prosecutors' Association ("SCPA") is a recognized employee organization representing bargaining unit 45; and

Whereas, the County met and conferred with representatives of SCPA to negotiate an eight-month extension to the Memorandum of Understand (MOU); and

Whereas, the SCPA membership ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval; 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 SCPA 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.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that this Board hereby approves the Tentative Agreement (Attachment A) setting the terms and conditions of the MOU extension between the County and the SCPA, which is attached and incorporated by reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from September 18, 2018 through May 6, 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.

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

The following document contains the Tentative Agreement between the County of Sonoma ("County") and the Sonoma County Prosecutors' Association ("Association") (hereinafter collectively called "the parties") on wages, hours, and terms and conditions of employment. The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Association and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Association.

Upon Association ratification and Board approval, this Agreement will extend the MOU between the parties dated April 12, 2016 – May 7, 2018 for one year.

The amended MOU shall supersede the Memoranda of Understanding that expired on May 7, 2018. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.



This Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Board of Supervisors of Sonoma County.

FOR THE COUNTY

FOR THE ASSOCIATION





Date: 8/31/2018

Date: 8/31/2018

Approved:

Ratified:

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF SONOMA

AND THE

SONOMA COUNTY PROSECUTORS' ASSOCIATION

UNIT 0045

**DEPUTY DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT
NON-SUPERVISORY**

~~April 12, 2016~~ Board Adoption – ~~May 7, 2018~~ May 6, 2019

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

Term:

ARTICLE 3: TERM OF MEMORANDUM

This Memorandum of Understanding shall take effect upon approval by the Board of Supervisors, and shall remain in full force and effect, up to and including [May 6, 2019](#). The Memorandum of Understanding shall expire at 11:59 pm on May 6, 2019. Either party shall serve on the other party its written request to commence negotiations for any successor Memorandum of Understanding by [December 3, 2018](#). Negotiations shall commence [by January 4, 2019](#). If neither party notifies the other of its intent to negotiate a successor Memorandum of Understanding by [December 3, 2018](#) the Agreement shall renew automatically from year to year unless either party notifies the other party in writing, prior to any December 3rd, of any year of its desire to modify or terminate this Memorandum.

Wages:

ARTICLE 6.26: One-Time, Lump Sum, Non-Recurring And Pensionable Payments

Effective with the pay period that begins [October 23, 2018](#), each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment [to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:](#)

<u>Deputy District Attorney I:</u>	<u>\$2,772</u>
<u>Deputy District Attorney II:</u>	<u>\$3,045</u>
<u>Deputy District Attorney III:</u>	<u>\$3,503</u>
<u>Deputy District Attorney IV:</u>	<u>\$3,945</u>
<u>Child Support Attorney III:</u>	<u>\$3,503</u>
<u>Child Support Attorney IV:</u>	<u>\$3,945</u>

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 and benefits or for any other purpose.

Medical benefits:

ARTICLE 10.2.2: County Contribution Toward Active Employee Medical

Effective the pay period beginning DATE with the intent to have premiums paid in the pay period(s) required for coverage to be effective DATE, 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).

<u>Employee only</u>	<u>\$629 per month (\$314.50 semi-monthly)</u>
<u>Employee plus one</u>	<u>\$1,257 per month (\$628.50 semi-monthly)</u>
<u>Family</u>	<u>\$1,779 per month (\$889.50 semi-monthly)</u>

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

ARTICLE: 10.2.3 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 Evidence of Coverage.

The employee contribution is \$14.13 semi-monthly (\$28.26 per month). The semi-monthly deduction is effective the pay period beginning May 10, 2016 for coverage beginning June 1, 2016.

Effective [the pay date of November 14, 2018 and continuing beyond the term of this MOU extension, unless and until otherwise changed by agreement by the County and SCPA, the employee contribution shall be suspended, resuming the pay date of September 2, 2020.](#)

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 10.2.6.

Contract language:

ARTICLE: 11.2: County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

A. Eligibility:

In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years.

However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and

- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 11.2 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 Section

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

11.3 (County Contribution toward Retiree Medical Plans – Employees Hired on or after 1/1/2009, Effective 1/1/2009).

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), \$500.00 per month. 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 \$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. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this Section 11.2, 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.

ARTICLE 12.1 Scheduled 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 paid holiday. For full-time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- (1) New Years Day, January 1*
- (2) Martin Luther King's Birthday, third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) Presidents' Day, the third Monday in February
- (5) Cesar Chavez Day, March 31*
- (6) Memorial Day, the last Monday in May
- (7) Independence Day, July 4*
- (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 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.*

ARTICLE 12.5. (NEW) Floating Holiday

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

Each regular, full-time employee will be granted eight floating holiday hours each calendar 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 may be taken at any time during the calendar year, but may not be carried over into the next calendar 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 calendar year allocation.

ARTICLE 15.10 (NEW) Paid Parental Leave

15.10.1 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.

15.10.2 Benefit and Use

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

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

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

PPL pay 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.

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

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

15.10.3 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. 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.

15.10.4 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 15.11 [NEW]: TOTAL COMPENSATION COMPARISON

(A) County Attorney Classifications

If and when the County contribution to medical premiums is equivalent for all attorney classifications, the County agrees to compare total compensation data, excluding any additional compensation for any specialty duties (including but not limited to, on call or standby pay), for the County's attorney classifications.

Within sixty (60) days after the County's contributions to medical premiums is equivalent for all attorney classifications, the County and SCPA shall meet and confer regarding total compensation data with the objective of negotiating and reaching agreement on total compensation parity in relation to the relevant attorney classifications. Under no circumstances shall this result in a reduction in pay for SCPA members.

(B) Total Compensation Survey

For the 2019 successor Memorandum of Understanding, the County's total compensation survey shall include the same components surveyed in the Ralph Andersen & Associates July 2017 survey. It shall compare the Attorney IV level to other appropriate levels of attorney classifications.

The following counties will be used for comparison to Sonoma County: Alameda, Contra Costa, Marin, Napa, San Mateo, Solano, Sacramento, San Luis Obispo, Santa Cruz, and Santa Clara.

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY PROSECUTORS' ASSOCIATION
2018-2019

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

ARTICLE 18.11 (NEW) Favored Nations

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than that agreed to by SCPA, the County agrees to open the MOU and meet and confer (negotiate) on the subject of compensation as applied to SCPA.



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

VIA E-MAIL & USPS

September 12, 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 – SCPA**

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for 49 General County members covered under Sonoma County Prosecutors' Association (SCPA). The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

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

RESULTS

After reviewing the proposed salary increases for employees covered under SCPA 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 \$9,000 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 cost¹, resulting in a decrease to the employer's normal cost contribution by roughly \$5,000. Additionally, the proposed salary increases would decrease the General County Unfunded Actuarial Accrued Liability (UAAL) by \$114,000, which translates to a decrease in the amortization payment by approximately \$8,000 in the first year, for a total employer contribution decrease of about \$13,000.

The proposed paid parental leave under item 2 would increase the General County total employee and employer normal cost contributions by approximately \$2,000 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 \$1,000. The contribution decrease of about \$13,000 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 \$12,000.

ANALYSIS

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

Pensionable Elements of Pay

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

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in General County salary for item 1 is expected to be approximately \$176,784. This is equivalent to \$3,608 each over the 49 General SCPA positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$3,608 and divide it by the average General SCPA member salary of \$129,579 (as provided by the County), we estimate an average increase in salary of 2.78% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.72%. 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

¹ 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 SCPA.

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 \$12,412, 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 \$2,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 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.

Please let us know if you have any questions on this information.

Sincerely,


Andy Yeung

EK/gxk
Enclosure

Exhibit 1

Summary of Elements of Pay – SCPA

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	General: 49	General ² : \$176,784
2	Paid parental leave	General: 2.5	General ³ : \$12,412
	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		

² The estimated cost for item 1 was provided by the County.

³ The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 2.5 (as provided by the County) times (ii) the average General SCPA member salary of \$129,579 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 25% (i.e., the amount of leave that would have otherwise been unpaid).



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

All

Title: Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Deputy Public Defenders' Association

Recommended Actions:

Adopt a Resolution approving an extension to the Memorandum of Understanding (MOU) between the County of Sonoma (County) and the Sonoma County Deputy Public Defenders' Association (SCDPDAA) for the period of September 18, 2018 through May 6, 2019.

Executive Summary:

Representatives from the County and SCDPDAA met and conferred and reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for an extension of the MOU. All changes to the 2016-2018 MOU shall become effective upon approval of the Board of Supervisors unless otherwise specified in the tentative agreement.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017 Sonoma Complex fires, the County met and conferred with SCDPDAA for a proposed extension of the MOU. The County and SCDPDAA have tentatively agreed on terms and conditions, salary, and benefits for an extension of the MOU. A brief summary of the tentative agreement (TA) is below.

Term of MOU:

September 18, 2018 through May 6, 2019.

One Time Lump Sum Pensionable Payment:

Effective with the pay period that begins October 23, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:

Deputy Public Defender I: \$2,947

Deputy Public Defender II: \$3,238
Deputy Public Defender III: \$3,725
Deputy Public Defender IV: \$4,195

Medical Benefits:

Effective the pay period beginning September 11, 2018, for coverage beginning October 3, 2018, the County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee only: \$629 per month
- Employee plus one: \$1,257 per month
- Family: \$1,779 per month

Effective the pay date of November 14, 2018, the County will suspend the employee's semi-monthly dental premium contribution of \$14.13 per pay period. The employee dental plan contribution will resume the pay date of September 2, 2020.

Language Clean Up - County Contribution Toward Retiree Medical Plans

The County and SCDPDAA agreed to language in the MOU that eliminates references to the Salary Resolution but continues the current County contribution of \$500 per month toward the cost of County offered medical plans for any eligible retiree.

Holidays:

Each employee will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of floating holiday hours.

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

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

Paid Parental Leave:

Effective October 1, 2018, 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.

Total Compensation Comparison

The County and SCDPDAA agreed to a process for evaluating total compensation for the purpose of compensation studies.

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 changes in the SCPA MOU extension, including changes to salary and benefits. Based on the letter received from Segal Company (Segal), the proposed one-time, pensionable, lump-sum payment 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:

April 19, 2016, Board adopted the SCDPDAA MOU, Resolution #16- 0142

Strategic Plan Alignment Goal 3: Invest in the Future

The extension of the MOU reflects the joint efforts of the County and SCPA 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	\$3,014	\$40,070	\$32,536
Additional Appropriation Requested	\$144,621		
Total Expenditures	\$147,135	\$39,570	\$32,036
Funding Sources			
General Fund/WA GF	\$147,135	\$39,570	\$32,036
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	\$147,135	\$39,570	\$32,036
Narrative Explanation of Fiscal Impacts:			
<p>The MOU extension represents a total estimated operational cost increase, above the adopted budget, of \$144,035 in fiscal year 18/19, which includes an estimated on-going operational cost of \$30,529 associated with augmented medical premium contribution and the new parental leave benefit program. All of the total 18/19 projected increased costs are within the General Fund. Additional FY 18/19 budgetary appropriations will be included in the First Quarter Budget adjustment to align with the adjusted labor costs, if labor agreement extension is approved.</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:			
<ol style="list-style-type: none"> 1. Concurrent Resolution 2. Attachment A – Signed Tentative Agreement 3. Attachment B – Segal Company Letter dated September 12, 2018 			
Related Items “On File” with the Clerk of the Board:			



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Extending The Memorandum Of Understanding Between The County Of Sonoma And The
Sonoma County Deputy Public Defender Attorneys' Association, For The Period of September
18, 2018 Through May 6, 2019.**

Whereas, the Sonoma County Deputy Public Defender Attorneys' Association ("SCDPDAA") is a recognized employee organization representing bargaining unit 60; and

Whereas, the County met and conferred with representatives of SCDPDAA to negotiate an eight-month extension to the Memorandum of Understand (MOU); and

Whereas, the SCDPDAA membership ratified the terms of the tentative agreement to be recommended to the Board of Supervisors for approval; 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 SCDPDAA 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.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that this Board hereby approves the Tentative Agreement (Attachment A) setting the terms and conditions of the MOU extension between the County and the SCDPDAA, which is attached and incorporated by reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from September 18, 2018 through May 6, 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.

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

The following document contains Tentative the Agreement between the County of Sonoma ("County") and the Sonoma County Deputy Public Defender Attorneys' Association ("Association") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Association and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Association.

Upon Association ratification and Board approval, this Agreement will extend the MOU between the parties dated April 19, 2016 – May 7, 2018 for one year.

The amended MOU shall supersede the Memoranda of Understanding that expired on May 7, 2018. Language in the MOU and existing side letters not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

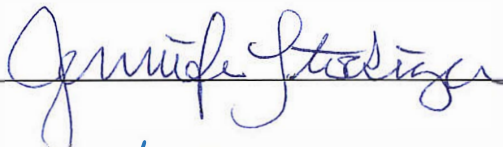
This Tentative Agreement is subject to ratification by bargaining unit membership and approval by the Board of Supervisors of Sonoma County.

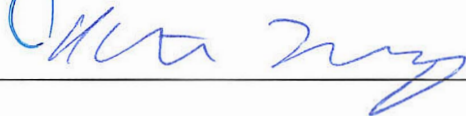
FOR THE COUNTY

FOR THE ASSOCIATION









Date: 9/6/2018

Date: 9/6/18

Approved:

Ratified:

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE COUNTY OF SONOMA
AND THE**

**SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS'
ASSOCIATION**

PUBLIC DEFENDER UNIT NON-SUPERVISORY

(S.C.D.P.D.A.A)



April 19, 2016 Board Adoption – May 7, 2018 May 6, 2019

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

TERM

ARTICLE 3: EFFECTIVE DATES AND RENEGOTIATION

This Memorandum of Understanding shall become effective on the date approved by the Board of Supervisors (~~April 19, 2016~~) unless otherwise specified in the Memorandum, and shall expire at 11:59 pm on May ~~76~~, 201~~98~~. Either party shall serve on the other party shall serve on the County its written request to commence negotiations for any successor Memorandum of Understanding by the first week in December ~~2017~~2018. Negotiations shall commence by January ~~45~~, 201~~98~~.

WAGES

ARTICLE 6.25: One-Time, Lump Sum, Non-Recurring And ~~Non~~-Pensionable Payments

- ~~a) A one-time, lump sum, non-recurring, non-pensionable payment in the amount of one thousand dollars (\$1000) will be paid to employees in active status as of the last day of the pay period ending May 23, 2016 and prorated based on Full Time Employment (FTE). The lump sum payment shall be paid to employees on June 1, 2016.~~
- ~~b) An employee enrolled in "employee only" coverage as of the pay period ended May 9, 2016 and who continues "employee only" coverage effective May 23, 2016, shall receive an additional eight hundred and twenty eight dollars (\$828) to the one-time, lump sum, non-recurring, non-pensionable payment as described in Section 6.25 (a). This lump sum will be prorated based on FTE in the pay period awarded and will exclude any mid-year medical plan coverage changes, including but not limited to new hire enrollments, transfers and promotions which occur on or after May 10, 2016. The lump sum payment shall be paid to employees on June 1, 2016.~~

~~The above amounts shall be prorated for eligible part time employees in accordance with Section 10.2.6 of the MOU.~~

Effective with the pay period that begins October 23, 2018, each regular, full time, active employee shall receive a one-time, lump sum, pensionable, and non-recurring payment to those employees in active status as of the last day of the pay period and prorated based on allocated FTE, in the following amounts:

Deputy Public Defender I: \$2,947

Deputy Public Defender II: \$3,238

Deputy Public Defender III: \$3,725

Deputy Public Defender IV: \$4,195

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

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.

Article 6.26 [NEW]: Total Compensation Comparison

a) County Attorney Classifications

The County agrees that internal total compensation equity amongst the County's attorney classifications is a relevant and material factor to be considered during upcoming successor contract negotiations. Total compensation equity can only be effectively evaluated after County contributions to medical premiums for all attorney classifications are equivalent. To this end, if and when the County contribution to medical premiums is equivalent for all attorney classifications, the County agrees to compare total compensation data, excluding any additional compensation for any specialty duties (including but not limited to, on call or standby pay), for the County's attorney classifications.

Within sixty (60) days after the County's contributions to medical premiums is equivalent for all attorney classifications, the County and SCDPDAA shall meet and confer regarding total compensation data with the objective of negotiating and reaching agreement on total compensation parity in relation to the relevant attorney classifications. Under no circumstances shall this result in a reduction in pay for SCDPDAA members.

b) Total Compensation Survey

For the 2019 successor Memorandum of Understanding, the County's total compensation survey shall include the same components surveyed in the Ralph Andersen & Associates July 2017 survey. It shall compare the Attorney IV level to other appropriate levels of attorney classifications.

The following counties will be used for comparison to Sonoma County: Alameda, Contra Costa, Marin, Napa, San Mateo, Solano, Sacramento, San Luis Obispo, Santa Cruz, and Santa Clara. Should any of these listed counties not have an Office of the Public Defender, the comparator data for the Office of the District Attorney classification would be used for the 2019 successor MOU.

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

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

MEDICAL BENEFITS

ARTICLE 10.2.2: County Contribution Toward Active Employee Medical Benefits

~~Effective April 1, 2016, for coverage through May 31, 2016 the County shall contribute a flat dollar amount not to exceed \$229.98 biweekly (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).~~

~~This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).~~

~~Effective the pay period beginning May 10, 2016, with the intent to have premiums paid in the pay period(s) required for coverage to be effective June 1, 2016, 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 12.2.7 to medical contributions.~~

Employee only	_____	\$557 per month (\$278.50 semi-monthly)
Employee plus one	_____	\$1,113 per month (\$556.50 semi-monthly)
Family	_____	\$1,575 per month (\$787.50 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 10.2.6.~~

~~Effective as soon as administratively feasible upon Board adoption, the County shall contribute up to a maximum of the following amounts based on the level of coverage for employees~~

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees. Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 11.2 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 11.3 (County Contribution toward Retiree Medical Plans – Employees Hired on or after 1/1/2009, Effective 1/1/2009).

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), \$500.00 per month. ~~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 \$500.00 per month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution.~~ The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this Section 11.2, 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~~ County's contribution.

HOLIDAYS

12.1 Scheduled 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

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

workdays before and after the paid holiday. For full-time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- (1) New Year's Day, January 1st *
- (2) Martin Luther King's Birthday, 3rd Monday in January
- (3) Lincoln's Birthday, February 12th *
- (4) Washington's Birthday, 3rd Monday in February
- (5) Cesar Chavez Day, March 31*
- (56) Memorial Day, the last Monday in May
- (67) Independence Day, July 4th *
- (78) Labor Day, the first Monday in September
- (89) Veteran's Day, November 11th *
- (910) Thanksgiving Day, the 4th Thursday in November, or as designated by the President
*
- (1011) The day following Thanksgiving Day *
- (1112) Christmas Day, December 25th *
- (1213) 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 12.5. (New) Floating Holiday

Each regular, full-time employee will be granted eight floating holiday hours each calendar 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 may be taken at any time during the calendar year, but may not be carried over into the next calendar 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 calendar year allocation.

MISCELLANEOUS LEAVES OF ABSENCE

15.10 Paid Parental Leave

15.10.1 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:

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

- 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.

15.10.2 Benefit and Use

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

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

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

PPL pay 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 child must use sick leave down to 40 hours before using PPL.

15.10.3 Coordination of Benefits & Leaves

PPL can be fully integrated with any California Paid Family Leave program. 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. PPL does not need to be used when an employee is on leave for reasons other than bonding.

15.10.4 Implementation

TENTATIVE AGREEMENT BETWEEN
COUNTY OF SONOMA AND
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
2018-2019

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 19.11 (NEW) Favored Nations

If, during the term of this extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than that agreed to by SCDPDAA, the County agrees to open the MOU and meet and confer (negotiate) on the subject of compensation as applied to SCDPDAA.



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

September 12, 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 – SCDPDAA**

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for 27 General County members covered under Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA). The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

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

RESULTS

After reviewing the proposed salary increases for employees covered under SCDPDAA 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 \$4,000 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 cost¹, resulting in a decrease to the employer's normal cost contribution by roughly \$2,000. Additionally, the proposed salary increases would decrease the General County Unfunded Actuarial Accrued Liability (UAAL) by \$46,000, which translates to a decrease in the amortization payment by approximately \$3,000 in the first year, for a total employer contribution decrease of about \$5,000.

The proposed paid parental leave under item 2 would increase the General County total employee and employer normal cost contributions by approximately \$1,000 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 \$500. The contribution decrease of about \$5,000 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 \$4,500.

ANALYSIS

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

Pensionable Elements of Pay

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

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in General County salary for item 1 is expected to be approximately \$100,386. This is equivalent to \$3,718 each over the 27 General SCDPDAA 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

¹ 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 SCDPDAA.

the proposed changes, if we take the average salary increase stated above of \$3,718 and divide it by the average General SCDPDAA member salary of \$125,613 (as provided by the County), we estimate an average increase in salary of 2.96% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.54%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be \$6,738, 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 \$1,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

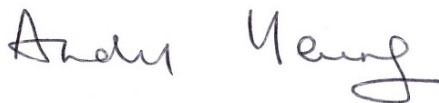
Non-Pensionable Elements of Pay

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.

Please let us know if you have any questions on this information.

Sincerely,



Andy Yeung

EK/bqb
Enclosure

Exhibit 1

Summary of Elements of Pay – SCDPDAA

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	General: 27	General ² : \$100,386
2	Paid parental leave	General: 1.4	General ³ : \$6,738
	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		

² The estimated cost for item 1 was provided by the County.

³ The cost for item 2 has been estimated by Segal using the following data items and formula: (i) number of eligible employees taking this leave of 1.4 (as provided by the County) times (ii) the average General SCDPDAA member salary of \$125,613 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 25% (i.e., the amount of leave that would have otherwise been unpaid).



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Permit Sonoma

Staff Name and Phone Number:

Cecily Condon 565-1958

Supervisorial District(s):

Fifth

Title: Application to California Coastal Commission for Local Coastal Plan Grant

Recommended Actions:

Adopt a resolution authorizing Permit Sonoma to submit a planning grant application to the California Coastal Commission for \$200,000 in funding for a Local Coastal Program Update to include climate adaption policies for sea level rise and greenhouse gas emissions reductions.

Executive Summary:

Permit Sonoma requests for the Board to authorize submittal of a planning grant application to update the Local Coastal Program to include climate adaption policies for sea level rise and greenhouse gas emissions reductions in the Local Coastal Plan Update.

Discussion:

Permit Sonoma requests adoption of the attached resolution authorizing submittal of an application for the California Coastal Commission's Local Coastal Program Planning Grant in order to adopt and implement climate adaption policies for sea level rise and greenhouse gas emissions reductions in the Local Coastal Plan Update as outlined in the grant application package on file with the Clerk. The grant would provide financial and planning assistance, under authority of the California Coastal Act, in the amount of \$200,000 to fund adoption and begin implementation of the Local Coastal Plan Update. The Local Coastal Plan Update has been previously initiated and staff has been working closely with the California Coastal Commission North Central Coast District on the project since 2009.

The grant application includes a commitment to reduce greenhouse gas emissions on the coast and develop sea level rise adaptation policies for inclusion in the Local Coastal Plan update, and conduct public outreach and education about climate change adaptation. Permit Sonoma has previously initiated an update of the Local Coastal Plan and to date has held three public workshops in the coastal communities of The Sea Ranch, Bodega Bay and Jenner. Permit Sonoma anticipates additional public workshops prior to Local Coastal Plan adoption.

The grant application presents a conceptual level scope of work that, together with \$150,000 awarded to the County on November 21, 2013 (during the first Local Coastal Program grant cycle), will complete a Local Coastal Plan Update that includes strategies for sea level rise adaptation. The project will implement findings from the Sea Level Rise Vulnerability Assessment developed in partnership with the [Ocean Protection Council](#) and is being undertaken in cooperation with the Sonoma County Regional Parks Department. The Sonoma County Regional Parks Department has partnered for the development of the Public Access Plan, Appendix A to the draft Local Coastal Plan Update and served as subject matter expert in the drafting of the Public Access Element. The draft resolution also appoints the Director of the Permit and Resource Management Department or designee, as agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, payment request, and so on, which may be necessary for the completion of the aforementioned project with the California Coastal Commission (as described in the grant application on file with the Clerk of the Board).

The Draft Local Coastal Program Update would be presented to the Planning Commission and the final Local Coastal Plan amendments, and updated biotic resource maps, would be presented to the Board of Supervisors prior to submitting for to the California Coastal Commission for Certification.

Prior Board Actions:

In December 2013 the Board adopted Resolution approving Permit Sonoma Filing an application for a previous round of California Coastal Commission, Grant funding for the Local Coastal Plan.

In July 2013 the Board adopted a resolution approving Permit Sonoma filing of an application for the local Coastal Plan Sea Level Rise Adaptation Grant for California Ocean Protection Council, California Coastal commission, and State Coastal Conservancy.

In February 2012 the Board adopted a resolution approving Permit Sonoma filing of an application for a Propositions 84 Sustainable Communities Planning Grant and Incentive Program to fund preparation of a Countywide Greenhouse Gas reduction Implementation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

Pursuit of this grant application is proactive in mitigation and adapting to the cause and impacts of climate change to safeguard the environment, human health, and the economy.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>If granted, these funds would provide Permit Sonoma with up to \$200,000, as outlined in the grant application (on file with the Clerk of the Board), a portion of which may be used to fund consultant services for Plan adoption. The grant has no percentage required for matching funds. Match for this grant is provided as staff hours dedicated to the planning project to demonstrate likelihood of success. Staff hours to complete the project have been previously identified in the Comprehensive Planning Work Plan to be funded by General Plan Update Funds.</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:			
Draft Board of Supervisors Resolution			
Related Items “On File” with the Clerk of the Board:			
Grant Application to the California Coastal Commission			



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, Of The State Of California Authorizing The Director Of The Permit And Resource Management Department To Submit A Grant Application For The Local Coastal Program Planning Grant To The California Coastal Commission

Whereas, the California Coastal Commission, under the authority of the California Coastal Act, approved a competitive grant program to provide financial assistance to local governments in the coastal zone to amend Local Coastal Plans; and

Whereas, the goal of the grant program is to develop updates to Local Coastal Plans or other Coastal Act authorized plans reflect new information and changed conditions in light of the effects of climate change; and

Whereas, grant proposals submitted under this grant program must develop or amend a Local Coastal Plan, proposals must demonstrate that the applicable jurisdiction has committed to the process to complete a Local Coastal Plan or that such process is underway; and

Whereas, the County of Sonoma, has an effectively certified Local Coastal Plan; and

Whereas, the County of Sonoma, has initiated an update of the certified Local Coastal Plan as identified in the Comprehensive Planning Work Plan adopted by the Board of Supervisors and has coordinated this update with the staff of the California Coastal Commission; and

Whereas, the County of Sonoma, recognizing the problems and issues associated with climate change and associated greenhouse gas emissions identified in the application package attached hereto as Attachment 1 and made part of this Resolution as if fully set forth herein, desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of a Local Coastal Plan Update, that would address such impacts; and

Whereas, the County of Sonoma will coordinate with the staff of the California Coastal Commission in undertaking the project to completion, if approved.

Resolution #

Date: September 18, 2019

Page 2

Now, Therefore, Be It Resolved, that the Board of Supervisors and the Board of Directors:

1. Authorizes submittal of an application for the California Coastal Commission Local Coastal Program Planning Grant in order to amend the Sonoma County Local Coastal Plan to reflect new information and changed conditions, especially in light of the effects of climate change, as part of the Local Coastal Plan Update as outlined in the grant application package attached hereto as Attachment 1 to provide financial and planning assistance, under authority of the California Coastal Act, in the amount up to \$200,000 to fund the Sonoma County Local Coastal Plan Update.
2. Authorizes the Sonoma County Permit and Resource Management Department to enter into a grant agreement with the California Coastal Commission in an amount up to \$200,000 if the grant is awarded.
3. Appoints the Director of the Sonoma County Permit and Resource Management Department, Tennis Wick, or his/her designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned project.

Be It Further Resolved, that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Passed and Adopted by the Board of Supervisors, of the County of Sonoma on this 18th day of September, 2018 on the following vote:

Supervisors:

Gorin:

Rabbit:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

CALIFORNIA COASTAL COMMISSION

45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105-2219
VOICE (415) 904-5200
FAX (415) 904-5400
TDD (415) 597-5885



CALIFORNIA COASTAL COMMISSION

LCP PLANNING

GRANT APPLICATION FORM

JULY 19, 2018

The California Coastal Commission is pleased to announce the availability of Round 5 grant funding to support local governments in developing new or amending existing Local Coastal Programs (LCPs) pursuant to the [California Coastal Act](#) and with special emphasis on planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities. Funding is provided by the California Climate Investments program¹, a statewide initiative funded by appropriations from the Greenhouse Gas Reduction Fund, which puts billions of Cap-and-Trade dollars to work by reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

A total of **\$750,000** is available for this fifth round of grant funding.

Coastal Commission staff is available to assist during the application process. Applicants are encouraged to reach out to the LCP Grant team with any questions as they develop their applications.

Grant applications are due by **September 14, 2018 at 5 pm.**

¹ California Climate Investments is a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.



Please note the entire grant application will be public record upon submittal. Click in the shaded text fields to enter text, numbers and dates. The fields will expand to accommodate the data.

APPLICANT INFORMATION

Applicant name (agency):

Address:

Contact name:

Title:

Telephone:

Fax:

Email:

Federal Tax ID#:

Person authorized to sign grant agreement and amendment:

Name:

Title:

Application prepared by: Name:

Title:

Signature: _____

Date: [Click here to enter a date.](#)

PROJECT INFORMATION

Project title:

LCP/ LCP Segment:

Project location: City / Geographic area:

County:

Project timeline: Start date: [Click here to enter a date.](#)

End date: [Click here to enter a date.](#)

MAPS AND PHOTOS

Applications must include a map showing the planning area for the project. Additional photos or maps may be included as attachments if needed to illustrate the proposed project, including maps or other information identifying disadvantaged and low-income communities within the planning area as identified through the California Climate Investments program (see <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm/>). Please note: any photos and maps you submit are subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, or display, free of charge. Please indicate if crediting is requested for the photos and/or maps.

APPLICATION MATERIALS

1. **PROJECT DESCRIPTION.** Provide a clear description of the proposed project, including the goals and objectives to be achieved, as well as how the proposed project will meet Greenhouse Gas Reduction Fund goals of facilitating greenhouse gas reductions, providing co-benefits², adapting to the impacts of climate change, and maximizing benefits to disadvantaged and low-income communities. The Project Description should indicate whether the proposed project area will include disadvantaged or low-income communities as identified on the California Air Resources Board Climate Investments for Disadvantaged and Low-Income Communities website (see www.arb.ca.gov/cci-communityinvestments). The Project Description must also describe how the proposed project will fulfill the selection criteria identified below (see also Attachment C of the Application). The Project Description section should be no more than 2 pages in 12 point font, single-spaced.
2. **TASK DESCRIPTIONS AND SCHEDULE.** Provide a description of the tasks that will accomplish your project goals and objectives (see Section A below) and complete a proposed schedule, including anticipated benchmarks, for implementation of each task (see Section B below). Please note that grant work should not extend past December 31, 2020.
 - A. TASK DESCRIPTIONS:** Identify specific tasks and subtasks to be accomplished and provide a narrative description of each task and subtask, including the technical approach needed to accomplish the task, the roles of partners and stakeholders, and the potential obstacles to successful completion of the goals and objectives discussed in the Project Description (as it relates to each task and subtask). Task descriptions should briefly state how they support the overall project goal and how they will help the complete project meet Greenhouse Gas Reduction Fund goals to reduce greenhouse gas emissions, adapt to the impacts of climate change, maximize benefits to disadvantaged and low-income communities, and provide co-benefits to the State of California (see Eligible Projects and Project Priorities in the Announcement). Proposed deliverables for each task should be described as well (e.g., Sea Level Rise Vulnerability Assessments, Adaptation Reports, Draft Land Use Plans, Draft Implementation Plans, Final Local Coastal Program). Please describe how the project applicant will conduct outreach to engage stakeholders in the planning process, particularly those from disadvantaged and low-income communities; how these stakeholders will be involved in the planning or assessment process; and any specific co-benefits to disadvantaged or low income communities that will result from the project (e.g., the potential for job creation, improvements in public health, improved water quality, and new recreational opportunities). If your project includes partners, please identify their roles and responsibilities.
 - B. SCHEDULE:** Complete the schedule template below for each task and subtask. Please specify dates for the submittal of interim drafts as well as final deliverables as applicable (e.g. Draft Vulnerability Assessment and Final Vulnerability Assessment). Please note that grant projects should be completed by December 31, 2020.

² For a description of co-benefits, see: www.arb.ca.gov/cci-cobenefits. Co-benefits related to vehicle miles travelled, climate adaptation, and community engagement may be particularly relevant to the LCP Grant Program.



Proposed starting date: [Click here to enter a date.](#)
 Estimated completion: [Click here to enter a date.](#)

Task 1. Title	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
1.1 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
1.2 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
1.3 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
1.4 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
Outcome/Deliverables	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
Task 2. Title	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
2.1 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
2.2 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
2.3 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
2.4 Subtask Name	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
Outcome/Deliverables	Projected start/end dates: Click here to enter a date./ Click here to enter a date.
...Continue for all required Tasks	Projected start/end dates: Click here to enter a date./ Click here to enter a date.

Please list (1) all significant and pertinent project benchmarks related to the project for which funds are being requested, (2) expected dates for reaching or completing those steps. These dates will be used in monitoring grant progress and in grant reporting under approved grant agreements.

BENCHMARK SCHEDULE

ACTIVITY	COMPLETION DATE
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.
	Click here to enter a date.



3. **BUDGET.** Please include a task-by-task budget for both County/City staff labor and for potential consultants. Budget detail on sub-tasks is not necessary. Note that consultant costs must be listed by task and must include all costs relating to consultant labor, travel, supplies, overhead, etc. If consultants will be hired at a later date, please include a budget estimate per task that can be updated after hiring the consultants.

APPLICATION BUDGET INFORMATION

Funding Request: \$

Total Project Cost: \$

	CCC Grant Total	Match/ Other Funds (Source #1)	Match/ Other Funds (Source #2)	Total (LCP Grant Funds + Match/ Other Funds)
County/City Staff Labor				
Task 1 – Task name				
Task 2 – Task name				
Task 3 – Task name				
Task 4 – Task name				
Task 5 – Task name, etc.				
County/City Staff Project Supplies				
A				
B, etc.				
Total				
County/City Staff Travel In State⁴				
Mileage				
Hotel, etc.				
Total				
Consultants⁵				
Consultant A				
Task 1 – Task 1 Name				
Task 2 – Task 2 Name				

³ Amount requested should include total for salary and benefits.

⁴ Travel reimbursement rates are the same as similarly situated state employees.

⁵ All consultants must be selected pursuant to a bidding and procurement process that complies with all applicable laws.



	CCC Grant Total	Match/ Other Funds (Source #1)	Match/ Other Funds (Source #2)	Total (LCP Grant Funds + Match/ Other Funds)
<i>Task 3 – Task 3 Name</i>				
Consultant B, etc.				
<i>Task 1 – Task 1 Name</i>				
<i>Task 2 – Task 2 Name</i>				
<i>Task 3 – Task 3 Name</i>				
Total				
Total Direct Costs				
OVERHEAD/INDIRECT COSTS⁶				
Total County/City Staff Overhead/Indirect Costs				
TOTAL PROJECT COST				

4. **A RESOLUTION FROM THE APPLICANT’S GOVERNING BODY.** Please submit a resolution that contains the following authorizations: 1) authority to submit the proposal, 2) authority to enter into a grant agreement with the California Coastal Commission if the grant is awarded, and 3) designation of the applicant’s authorized representative (name and title). A sample resolution is provided as Attachment A. Resolutions should also contain clear statements of commitment to full completion of the intended grant process, including submission of applicable LCP products (LCP submittal or amendment) to the Commission for review.

SUBMISSION DATES

Applications are due Friday, September 14, 2018. Application packets must be RECEIVED by 5 pm, September 14, 2018. Applications must be emailed or mailed; faxed responses will not be considered.

⁶ Indirect costs include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it. Amount requested for indirect costs should be capped at 10% of amount requested for “Total Labor.”



If the governing body of an applicant cannot adopt a resolution similar to Attachment A of the application by this date, the applicant can submit the proposal with a draft resolution, provide a date for when the governing body will consider adoption of the resolution and **submit the adopted resolution by 5 pm, September 28, 2018**. All other materials must be submitted by the September 14, 2018 deadline. Applications will not be deemed complete until an adopted resolution is received. **Applications that do not contain a final, adopted resolution by 5 pm, September 28, 2018 will not be considered for funding.**

The Commission anticipates awarding the fifth round of grants in November of 2018.

SUBMISSION REQUIREMENTS

Please submit the completed application form, including all attachments, via email to LCPGrantProgram@coastal.ca.gov. Please submit all application materials as **a single PDF file AND submit the Project Description, Task Descriptions, Schedule, and Budget as a Word document**. See Attachment B for a checklist of required application materials.

If you are unable to submit via email, you may mail a CD and hard copy to the Coastal Commission:

Daniel Nathan
Coastal Program Analyst – Statewide Planning Unit
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105
415-904-5251

Please note: all information that you submit is subject to the unqualified and unconditional right of the Coastal Commission to use, reproduce, publish, or display, free of charge. All documents submitted will be considered a public record upon submittal. Please indicate if credit is requested for any of the photos and/or maps.

QUESTIONS

Coastal Commission staff are pleased to assist local governments during preparation of LCP grant applications. Please send questions on the grant application process, including project eligibility and the California Climate Investment program and GGRF funding requirements to: **Daniel Nathan**, at LCPGrantProgram@coastal.ca.gov, or call **(415) 904-5251**.

Questions regarding the LCP process and update approach should be directed to the LCP grant coordinator for Northern or Southern California. For Northern California counties (Del Norte through San Luis Obispo), please contact **Kelsey Ducklow** at: Kelsey.Ducklow@coastal.ca.gov



or call **(415) 904-2335**. For Southern California counties (Santa Barbara through San Diego), please contact **Ashley Reineman** at: Ashley.Reineman@coastal.ca.gov or call **(805) 585-1800**.

For District-specific questions, contact information for each district office is listed below.

North Coast (Del Norte, Humboldt, Mendocino Counties)

- Alison Dettmer, Deputy Director
Email: Alison.Dettmer@coastal.ca.gov, Phone: (415) 904-5200

- Bob Merrill, District Manager
Email: Bob.Merrill@coastal.ca.gov, Phone: (707) 826-8950

North Central Coast (Sonoma, Marin, San Francisco, San Mateo Counties)

- Dan Carl, Deputy Director
Email: Dan.Carl@coastal.ca.gov, Phone: (831) 427-4863

- Jeannine Manna, District Manager
Email: Jeannine.Manna@coastal.ca.gov, Phone: (415) 904-5250

Central Coast (Santa Cruz, Monterey, San Luis Obispo Counties)

- Dan Carl, Deputy Director
Email: Dan.Carl@coastal.ca.gov, Phone: (831) 427-4863

- Susan Craig, District Manager
Email: Susan.Craig@coastal.ca.gov, Phone: (831) 427-4863

South Central Coast (Santa Barbara and Ventura Counties, and the Malibu portion of Los Angeles Counties)

- Steve Hudson, Deputy Director
Email: Steve.Hudson@coastal.ca.gov, Phone: (805) 585-1800

- Barbara Carey, District Manager
Email: Barbara.Carey@coastal.ca.gov, Phone: (805) 585-1800

South Coast (Los Angeles (except Malibu) and Orange Counties)

- Karl Schwing, Deputy Director
Email: Karl.Schwing@coastal.ca.gov, Phone: (562) 590-5071

- Teresa Henry, District Manager
Email: Teresa.Henry@coastal.ca.gov, Phone: (562) 590-5071

San Diego (San Diego County)

- Karl Schwing, Deputy Director
Email: Karl.Schwing@coastal.ca.gov, Phone: (619) 767-2370



- Deborah Lee, District Manager
Email: Deborah.Lee@coastal.ca.gov, Phone: (619) 767-2370

ATTACHMENT A

SAMPLE RESOLUTION⁷

WHEREAS, the Budget Act of 2017 provides \$750,000 for Coastal Commission grants to local governments to support Local Coastal Program (LCP) planning that results in the reduction of greenhouse gas emissions and adaptation to the impacts of climate change; and

WHEREAS, the California Coastal Commission, under the authority of the California Coastal Act, may provide financial assistance to support coastal planning and has approved a competitive grant program to provide such financial assistance for LCP planning; and

WHEREAS, the goal of the grant program is to develop new or updated LCPs in conformance with the California Coastal Act and to reflect current circumstances and new scientific information, including especially new understandings and concern for the effects of climate change; and

WHEREAS, grant proposals submitted under this grant program must complete Local Coastal Program (LCP) planning work with special emphasis on reducing greenhouse gases and addressing the effects of climate change and sea-level rise; and

WHEREAS, (insert name of jurisdiction), has [does not yet have] an effectively certified LCP [or LCP segment]; and

WHEREAS, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an Amendment to the LCP [in whole or in part]; and

[For uncertified areas] WHEREAS, the (name of jurisdiction), desires to pursue a project that would result in the completion and submittal for certification by the California Coastal Commission of an LCP and desires to assume permit issuing authority; and

WHEREAS, the (name of jurisdiction) commits to and agrees to fully support a planning effort intended to [complete or] amend a certified LCP pursuant to the provisions of the California Coastal Act, with full public participation and coordination with the Coastal Commission staff.

NOW, THEREFORE, BE IT RESOLVED, that the [name of legislative or policy body], of the [name of jurisdiction], hereby:

1. Directs [name of jurisdiction] staff to submit the grant application package attached hereto as Attachment 1 to the California Coastal Commission to provide financial and planning assistance, under authority of the California Coastal Act, in the amount of \$_____ to fund the project more particularly described in the grant application package.
2. Authorizes the (title of official), of the (name of jurisdiction), to execute, in the name of the (name of jurisdiction), all necessary applications, contracts and agreements and amendments thereto to implement and carry out the grant application package attached hereto and any project approved through approval of the grant application.

⁷ This sample is provided for informational purposes only; please contact your attorney before using this sample.



PASSED AND ADOPTED by the (name of legislative or policy body), of the (name of jurisdiction), on this ____ day of _____, 2018 on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

Signed:

(name and title of official authorized to sign resolutions of the governing body)

ATTACHMENT B - APPLICATION CHECKLIST

A complete Grant Application Packet includes the following components. Please submit all documents in a single PDF file and the Project Description, Task Descriptions, Schedule, and Budget as a Word document, as noted below. **It is very important to receive the PDF file and a Word document for efficiency in preparing grant agreement documents.** Thank you for your attention to these important components of the application.

- Signed LCP Grant Application Form (.pdf)
- Project Description (.doc)
- Task Descriptions, Schedule, and Budget (.doc)
- Signed Resolution (.pdf)
- All documents combined into a single PDF file (.pdf)

ATTACHMENT C – SELECTION CRITERIA

Applications for Round 5 LCP planning grants will be evaluated for their ability to complete LCP planning work. Projects selected for funding will be those that best meet the Commission’s adopted selection criteria, which were updated at the June 2018 hearing to reflect GGRF funding goals⁸:

◆ **Public Benefit/Significance and Environmental Justice**

The Commission will consider the extent to which the proposed LCP planning effort will address issues of statewide significance and maximize public benefits of the coast. These can include: reducing greenhouse gases and addressing the impacts of climate change and sea level rise; preserving and enhancing coastal habitat; protecting, providing and enhancing public access; protecting priority land uses such as agriculture, coastal dependent development, or recreation; protecting and providing lower cost visitor and recreational opportunities.

LCPs are the means to implement the policies of Chapter 3 of the Coastal Act at the local level and when submitted are reviewed by the Commission for conformance with the Coastal Act. As LCPs have become more dated, their ability to provide an up to date framework to govern coastal development in light of changed circumstances and new scientific information may be weakened. The Commission will consider the extent to which priority Coastal Act resources are addressed and the public benefits maximized.

Additionally, in 2016, the Legislature passed AB 2616 giving the Coastal Commission explicit authority to consider environmental justice, defined in California Government Code Section 65040.12(e) as: “The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation and enforcement of environmental laws, regulations, and policies.” Residents of poorer communities or communities of color can often bear a disproportionate burden of pollution or other environmental harms, while suffering from a lack of environmental services, such as clean drinking water, clean air, and access to parks and open space. Addressing these types of disparities is critical for ensuring that Coastal Act goals of protecting coastal resources for all are fulfilled, particularly as climate change results in evolving risks, and the Coastal Commission will consider the extent to which environmental justice issues are addressed when evaluating grant proposals.

◆ **Addressing the Effects of Climate Change**

Climate change is one of the most significant policy areas to emerge since many of the LCPs have been certified. The Commission is seeking LCP updates that address the effects of climate change, including land use, transportation, and habitat restoration and conservation policies that facilitate reductions in greenhouse gases and vehicle miles travelled, as well as the planning and implementation of strategies to adapt to sea level rise and other issue areas affected by climate change, such as changes in habitat and fire hazards. Special consideration will be given to LCP amendment proposals that include coastal resilience planning.

⁸ See: [Recommended Update to Priorities and Evaluation Criteria for the Local Coastal Program \(LCP\) Grant Program](#), adopted June 6, 2018.



◆ **Relative Need for LCP Update**

Related to the public benefits of a proposal, the Commission will consider the relative need for an LCP update, considering the length of time since an LCP or LCP segment has been updated and the significance of the issues proposed to be updated. For example, many jurisdictions have identified needs to reduce vehicle miles travelled, improve public transit, and enhance pedestrian and bicycle options, particularly to and along the coast. Others may seek to assess vulnerability and develop adaptation solutions to address sea level rise, fire, or other climate change impacts to critical infrastructure, recreational amenities and open space, or significant wetland and habitat areas. A proposal to complete technical studies, economic analyses, mapping, public outreach, and development of LCP policies in support of these options may be important.

◆ **Likelihood of Success/Effectiveness**

The Commission has had past grant programs where the investment of public funds has not resulted in completed certified LCPs or LCP Amendments. In a few cases, funding has been awarded but reverted. Overall, the success of the Commission's grant program will be measured by the progress made toward LCP certification, update, or amendment.

The Commission thus will consider the likelihood of success of each proposal, including evaluating the practicality, feasibility, and effectiveness of a proposed work program that may lead to successful implementation. Proposals should address the need for coordination with the public and the Commission, and provide for practicable benchmarks for LCP amendment development and review.

Other evidence in support of this criteria may include resolutions of intent and endorsement for the proposed work from the jurisdiction and other organizations, matching funds or other complementary efforts (see below), or other factors that may affect the likelihood that an LCP amendment will be successfully completed. Applicants will be asked to describe any LCP planning work that has been initiated or is already underway at the local level and how this grant program is needed to substantially further that effort. A resolution from the applicant committing to completing an LCP Amendment submittal to the Commission will be required as part of the application.

For new LCP development, the local government should demonstrate its willingness and capacity to assume local coastal development permit processing. Related, some areas of the coastal zone remain uncertified because the Commission and local government have been unable to reach agreement on the resolution of issues or the issue is particularly intractable. The Commission will consider the likelihood that such areas and specific policy questions can be successfully addressed, leading to certification of the area.

◆ **Project Integration/Leverage/Matching Funds**

The Commission will consider the relationship of the LCP work program to other planning work being undertaken by the jurisdiction. There are several statewide grant programs underway which may positively integrate with this LCP Planning Grant program. Applicants will be asked to describe any other related grant awards (such as through past Coastal Commission grant rounds, or from the Ocean Protection Council, Coastal Conservancy, Caltrans, or the Strategic Growth Council) that may support the LCP planning work. The Commission will consider the



ability to integrate and leverage any additional program funds available that could help support LCP certification, update, or amendment.



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 Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Sheriff's Office

Staff Name and Phone Number:

Christine DeMiguel 565-2881

Supervisorial District(s):

All

Title: Agreement for Telecommunication Installation and Maintenance Services

Recommended Actions:

Authorize the Sherriff to execute the Agreement for Telecommunication Installation and Maintenance Services between the Sheriff's Office and the City of Petaluma. The estimated revenue for installation in FY 18/19 is \$48,582. After FY 18/19, the maintenance revenue is estimated to be \$12,444 annually. This Agreement will enhance the City of Petaluma's public safety network by providing improvements to their radio system used by police officers.

Executive Summary:

The Sheriff's Office requests that the Board authorize the Sheriff to execute the Agreement for Telecommunication Installation and Maintenance Services between the Sheriff's Office and the City of Petaluma. This will enhance the City of Petaluma's public safety network by providing improvements to their radio system. The estimated revenue for installation in FY 18/19 is \$48,582. After FY 18/19, the maintenance revenue is estimated to be \$12,444 annually. The term of the Agreement is for the period of October 1, 2018 through September 30, 2023.

Discussion:

The Sheriff's Office is requesting the Board authorize the execution of the Agreement for Telecommunication Installation and Maintenance Services between the Sheriff's Office and the City of Petaluma. The Sheriff's Telecommunications Bureau (T-Comm) has developed, maintains and continues to expand the County's radio communications infrastructure. This Agreement will allow the Sheriff's Telecommunications Bureau (T-Comm Bureau) to install equipment which will provide improved telecommunications coverage for City of Petaluma police officers by replacing aged dispatch consoles, installing a microwave connection, and constructing improved radio channels. The T-Comm Bureau will also provide services to maintain and repair portable radios, mobile radios, base station radios, and repeaters. Telecommunication improvements will cover the City of Petaluma and provide improved wireless network coverage. Radio channels will terminate at Sheriff's Office headquarters allowing the County access to the City of Petaluma's public safety radio network and provide the City of Petaluma

with improved access to their network at the Sheriff's Office in the event of an emergency and during other special circumstances. Government Code Section 53060 allows the Sheriff's Office to provide services to outside agencies.

The Agreement is divided into two categories.

- Radio system installation and ongoing preventative maintenance after installation.
- Repair services for mobile radios, portable radios, base station radios, and repeaters.

The network equipment will be purchased by the City of Petaluma and installed by the T-Comm Bureau at five sites located in Petaluma, such as the Golf Course, Petaluma Police Department, and Santa Rosa Junior College Petaluma Campus. Once the system is installed, the T-Comm Bureau will provide on-going preventative maintenance and repair services as needed to maintain the system's functionality. The T-Comm Bureau will also provide repair services for the City of Petaluma's Police portable radios, mobile radios, base station radios, as well as repeaters. The term of the Agreement is for the period of October 1, 2018 through September 30, 2023.

The Sheriff's telecommunications facilities were designed and built with extra capacity to accommodate other public safety agencies. Due to the critical nature of this project and the County T-Comm Bureau's expertise with designing law enforcement telecommunications system, it is more efficient for the City of Petaluma to utilize County T-Comm staff rather than outsourcing to a vendor. For this work, overall costs are effectively lower for the City of Petaluma when utilizing some of the excess capacity built into the Sheriff's Office existing system. All work will be reimbursed at the rates set by our Board as part of the annual Fee Ordinance.

There will be no cost impact to the County General Fund associated with this Agreement. For Fiscal Year 18/19, the estimated revenue of \$48,582 from the City of Petaluma will offset the cost of labor incurred by the T-Comm Bureau to install and maintain this system. For future years the Agreement's fees will be updated in conjunction with the annual adoption of the County's Fee Ordinance. After FY 18/19, the annual preventive maintenance costs are estimated to be \$12,444 and reimbursed by the City of Petaluma.

Prior Board Actions:

12/13/11 – The Board authorized the Sheriff to charge fees for telecommunications services. Fee Ordinance approved annually by the Board.

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

The City of Petaluma Agreement contributes to the safety of the community by providing improved public safety communication services within the County.

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	48,582	12,444	12,444
Additional Appropriation Requested			
Total Expenditures	48,582	12,444	12,444
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	48,582	12,444	12,444
Use of Fund Balance			
Contingencies			
Total Sources	48,582	12,444	12,444
Narrative Explanation of Fiscal Impacts:			
<p>There will be no cost impact to the County General Fund associated with this Agreement. For FY 18/19, the estimated one-time revenue received from the City of Petaluma of \$48,582 will offset the expense of labor hours incurred to perform the contracted installation. The labor expense has been included in the FY 18/19 budget. The on-going annual revenue for fiscal years 19/20 through 22/23 is estimated to be approximately \$12,444 each fiscal year and will offset labor costs incurred by the T-Comm Bureau.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>Agreement for Telecommunication Installation and Maintenance Services from October 1, 2018 through September 20, 2023.</p>			
Related Items “On File” with the Clerk of the Board:			

**AGREEMENT FOR TELECOMMUNICATION
INSTALLATION AND MAINTENANCE SERVICES**

This Agreement ("Agreement"), is by and between the City of Petaluma (hereinafter "CITY") and the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), for telecommunication services to be provided by the Sonoma County Sheriff's Office T-Comm Bureau (hereinafter "T-Comm Bureau").

RECITALS

WHEREAS, the CITY desires to engage the services of the County, through the T-Comm Bureau to maintain and repair Portable Radios, Mobile Radios, Base Station Radios and Repeaters; and

WHEREAS, the CITY desires to engage the services of the County, through the T-Comm Bureau to Upgrade, Install and Maintain a Radio System; and

WHEREAS, the County, through the T-Comm Bureau represents that it is duly qualified and experienced in the provision of telecommunication technology services and support; and

WHEREAS, in the judgment of CITY, it is necessary and desirable to engage the services of County, through the T-Comm Bureau to provide these functions.

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

AGREEMENT

1. INTRODUCTION

1.1. Purpose and Objectives

This Agreement defines the terms and conditions under which the County, through the T-Comm Bureau, will provide services necessary to maintain and repair Portable Radios, Mobile Radios, Base Station Radios and Repeaters, for CITY. The T-Comm Bureau will also upgrade/install a Radio System in three (3) phases to also include Preventative Maintenance. This Agreement depends on active participation and effective communication between the County, through the T-Comm Bureau, and CITY. Once installation is complete, T-Comm Bureau shall provide preventative maintenance and repairs to such system.

1.2. Term

This Agreement shall commence on October 1, 2018 and shall be in effect for an initial five year period, after which time it shall automatically renew on September 30th of each year

for a further twelve month period unless 90 days prior written notice is received to terminate the Agreement by either party, or the Agreement is otherwise terminated pursuant to Section 9.

1.3. Definitions

“*Fiscal Year*” means the budgetary year that begins on July 1 and ends the following June 30.

“*T-Comm*” means Sheriff Office Telecommunications Bureau, whose authorized staff delivers the services on behalf of County.

“*Key personnel*” means those persons employed by the County who have an essential or otherwise indispensable role in the delivery of the services to CITY.

1.4. Schedules

The Schedules A – H referred to in, and attached to, this document are considered an integral part of this Agreement and are incorporated as though fully set forth herein by this reference. In the event of a conflict between the body of this Agreement and the Schedules hereto, the provisions in the body of this Agreement shall prevail.

2. SCOPE OF WORK

2.1. Scope of Services

The County, through the T-Comm Bureau, shall perform the services for maintenance and repair of Portable Radios, Mobile Radios, and Base Station Repeaters as described in Schedule A.

The County, through the T-Comm Bureau, shall also install a Radio System in three (3) phases as described in Schedule B which includes Preventative Maintenance as described in Schedule D.

The equipment recommended for Radio installation (Schedule B) is listed in Schedule C. This equipment will be purchased by the CITY.

County shall provide the services as described in and in accordance with the schedule set forth in Schedule “A” and “B” attached hereto and incorporated herein (“Services”). The Parties enter this Agreement and the Services shall be performed pursuant to the authority in Government Code Section 54980 *et seq.* and other applicable law. This Agreement is not and shall not be construed to be a Joint Powers Agreement under Government Code Section 6500 *et seq.* The provisions in Government Code Section 6500 *et seq.* shall not apply to this Agreement.

County shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of County’s obligations pursuant to this Agreement.

2.2. Service Availability

The availability of the Services to be delivered under this Agreement is as specified in Schedule F to this Agreement.

2.3. Changes to Scope of Work or Schedule

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Agreement. The parties must mutually agree to any proposed changes, including adjustments to fees and expenses as a result of any changes to the Services. Such modifications are subject to proper authorization, as identified in Section 2.4 herein.

2.4. Changes to the Body of this Agreement

All changes to the body of this Agreement shall be made by an amendment to this Agreement, which amendment shall be executed by CITY authorized parties, named in Schedule H and the County, through the T-Comm Bureau, with County Counsel.

2.5. Authority to Act Under This Agreement

All changes to this Agreement requiring approval of or agreement by CITY must be executed by an authorized person. All changes to this Agreement requiring approval of or agreement by County may be authorized by the Sonoma County Sheriff's Office T-Comm Bureau.

2.6. Assigned Personnel

The County, through the T-Comm Bureau shall assign qualified, competent personnel to perform work hereunder and ensure that adequate staffing is available to provide services identified in this Agreement. Personnel are not required to be specifically named within this Agreement. Notwithstanding any other provision of this Agreement, the County, through the T-Comm Bureau shall have the sole discretion to supervise and assign staff as necessary to accomplish the services specified herein as long as such assignments do not result in unnecessary cost increases to CITY.

2.7 Licences, Permits, Etc.

County shall, at County's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

2.8 Inspection

County shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve County of any of its obligations pursuant to this Agreement.

3. PAYMENT

3.1. Project and Maintenance

CITY agrees to pay the County, through the T-Comm Bureau fees as described herein. The County, through the T-Comm Bureau shall have no obligation to provide services if CITY fails to comply with this Section 4.

All fees for services provided under this Agreement, identified in Schedule G are based on the estimated costs associated with performing the Scope of Services. The Scope of Services and corresponding budget will be reviewed and modified annually if required. All fees shall be based on the annual T-Comm rates set by the Board of Supervisors each Fiscal year.

3.2. Equipment

Any purchases required to complete the services for described in this Agreement shall be purchased directly by the CITY. Such equipment has been specified by the County, through the T-Comm Bureau and must meet exact specifications required, as listed in Schedule C.

All fees for equipment provided under this Agreement are based on the estimated costs associated with performing the Scope of Services as provided in Schedule A and B, including planned projects. The Scope of Services and corresponding budget will be reviewed and modified annually if required. Not less than thirty (30) days before any proposed increase in costs, County will notify CITY in writing.

3.3. Invoices

The County, through the T-Comm will submit invoices to the CITY to the party specified in Schedule H for services, materials, and other costs incurred under this Agreement as described in Schedule A and B. Each invoice will clearly identify the costs associated with services and repair. The details substantiating all charges will be available to CITY upon request. Invoices will reflect actual costs of providing the services. Actual costs for personnel will be based on the actual time personnel worked on CITY business and the T-Comm rates approved by the Board of Supervisors.

3.4. Payment terms

CITY shall pay fees and expenses due under this Agreement to County as specified in Schedules D, E, and G. All invoices are payable within thirty (30) days from the date of the invoice.

County shall be compensated for services in addition to those described in Schedule A and B, only if County and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services.

Notwithstanding any provision herein, County shall not be paid any compensation until such time as County has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov).

City's obligation to pay compensation to County as provided herein is contingent upon County's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

4. COOPERATION BY PARTIES; PERFORMANCE STANDARD.

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent of approval required for the

other party to act under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

5. INDEMNITY

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. No joint and several liability shall arise from this Agreement. This indemnity provision survives the Agreement.

6. FORCE MAJEURE

Excepting the provisions of this Agreement, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including, without limitation, acts or omissions of third parties, acts of war, acts of God, earthquake, fire, flood, riot, embargo, sabotage, interruption of failure of electricity of telephone service governmental act, or labor dispute provided the delayed party gives the other party prompt notice of such conditions.

7. SECURITY

7.1. Physical Access

The CITY will provide authorized T-Comm Bureau employees reasonable authorized access to premises and equipment controlled by CITY so that service may be delivered and maintained in accordance with the terms of this Agreement. CITY agrees to comply with the County, through the T-Comm Bureau and County access regulations and security policies when entering and using County facilities.

7.2. Compliance with CITY Security Policies

In the event that the CITY, the County, through the T-Comm Bureau establishes formal security policies, the County, through the T-Comm Bureau will ensure that its employees are made aware of such policies. The County, through the T-Comm Bureau and CITY will provide each other with up to date information regarding security policies. CITY staff shall be escorted into County facilities which can be subject to fees.

8. TERMINATION

8.1. Authority to Terminate

CITY has the authority to terminate this Agreement in accordance with this Section. The Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

8.2. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to the other party.

8.3. Termination for Cause

Notwithstanding any other provision of this Agreement, should either party 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, either party may terminate this Agreement by giving the other party 30 days advance notice in writing of such termination, stating the reason for termination.

8.4. Payment upon termination.

Upon termination of this Agreement by either party, County shall be entitled to receive full payment for all services rendered and expenses incurred hereunder through such termination date. CITY shall provide such full payment within thirty (30) days after the County, through the T-Comm Bureau provides a final invoice to CITY.

9. ASSIGNMENT AND DELEGATION

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

10. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

Notices, bills and payments required under this Agreement are to be sent in writing to the contact(s) listed in Schedule H. When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses specified in Schedule H by giving written notice pursuant to this paragraph.

11. MISCELLANEOUS PROVISIONS

11.2. Nondiscrimination

Without limiting any other provision hereunder, CITY and County shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination

in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.4. 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. CITY and the County, through the T-Comm Bureau 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. CITY and the County, through the T-Comm Bureau acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

11.5. 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.

11.6. Applicable Law and Forum

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

11.7. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11.8. No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.


11.9. Severability.

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and positions of the parties.

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

CITY OF PETALUMA

APPROVED AS TO FORM FOR COUNTY

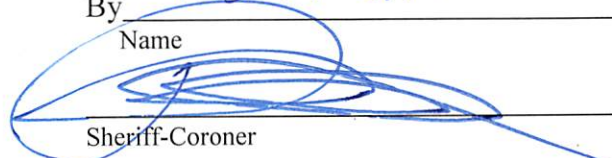


City Manager

By Robert Giordano

Name

ATTEST:



Sheriff-Coroner

SPascoe

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

6.25.16

City Attorney

Taxpayer I.D. Number

APPROVED:

Petaluma Business Tax Certificate Number

Ken Samra

Department Director

APPROVED:

By: Peter Trugiser

Deputy County Counsel

Cecilia

Risk Manager

Date: 8/22/2018

APPROVED:

Cory Gaudin

Finance Director

**SCHEDULE A - SCOPE OF SERVICES FOR
MAINTENANCE AND REPAIR OF PORTABLE RADIOS, MOBILE RADIOS, AND
BASE STATION REPEATERS**

The County through the T-Comm Bureau shall perform the services of maintaining and repairing Portable and Mobile Radios, and Base Station Radios and Repeaters, as described below.

I. Maintenance

Maintenance is associated with services to ensure equipment is functioning properly. This monitoring is performed when CITY notifies T-Comm Bureau servicing for the above noted equipment is required. T-Comm Bureau will provide regular preventative maintenance determined by T-Comm Bureau and the City in advance.

II. Repairs

Repairs are defined as those which require the purchase of parts, equipment, and labor. CITY is responsible for the payment or reimbursement of such parts, equipment, and labor.

The County, through the T-Comm Bureau may interface with hardware providers to ensure timely fixes or replacements of failed equipment if necessary

The County, through the T-Comm Bureau will maintain on-going communication with CITY staff regarding any major repair requirements and obtain authorization from CITY staff prior to completing any major repair.

SCHEDULE B - SCOPE OF SERVICES FOR RADIO INSTALLATION

The installation of radio system will connect through dedicated microwave to the County's Sleepy Mountain site, on into the County Microwave System, and back to the Sheriff's Office Headquarters Building.

CITY transmitter will be moved to the County Club site allowing for improved "talk out" coverage. Both channels, 460/5.075 MHz, 460/5.350 MHz, will have the exact same coverage and will cover the city of Petaluma completely.

The County's dispatch console system connects all Sheriff, Fire/EMS, and County public works radios to the computer workstation base control console. The CITY channels will terminate into this system allowing CITY and County access to these channels as needs arise.

This Radio System will allow for future addition on CITY's licensed but nonexistent "Channel 3", 460/5.525 and/or CalLaw 4 (UHF CLEMARS) 460/5.025. The infrastructure will also support additional dispatch consoles in the future.

Site Locations are:

- Golf Course – 1500 Country Club Dr., Petaluma
- Hayes Lane – Petaluma
- Petaluma Police Department – 969 Petaluma Blvd. North, Petaluma
- Santa Rosa Junior College, Petaluma Campus, 680 Sonoma Mountain Parkway, Petaluma
- County Sleepy Site

Installation will occur in the three phases as detailed below.

1. Phase 1

- a. Install five ModUCom dispatch consoles to be connected with the core at Petaluma Police Department
- b. Install of microwave connection from County's Sleepy Mountain Site to Petaluma Police Department

2. Phase 2

- a. Construct first two (existing) radio channels
 - i. One (1) transmit site (Golf Course)
 - ii. Four (4) receive sites (Golf Course, Hayes Lane, Santa Rosa Junior College, and Petaluma Police Department)
- b. Install backhaul to County resources

3. Phase 3

- a. Add a third repeated Petaluma Police channel and CalLaw4 (UHF CLEMARS) at four sites listed below:
 - i. Golf Course
 - ii. Hayes Lane
 - iii. Petaluma Police Department
 - iv. Santa Rosa Junior College, Petaluma Campus

SCHEDULE C
Recommended Equipment List

Costs are estimates (excludes Tax & Shipping)

Phase 1 - Microwave Backhaul, Dispatch Consoles

# of Units	Description	Unit Cost	Cost
5	Moducom Consoles	\$ 24,351.65	\$ 121,758.24
5	PIC	included above	
4	TRC	included above	
1	AF4x radios	\$ 360.00	\$ 360.00
1	AF-5G34-S45 antennas	\$ 300.00	\$ 300.00
1	Routers	\$ 300.00	\$ 300.00
	Cable	\$ 200.00	\$ 200.00
1	Switch	\$ 150.00	\$ 150.00
Total Estimated Costs			\$ 123,068.24

Phase 2 - Two Radio Channels

# of Units	Description	Unit Cost	Cost	Manufacturer
1	Transceivers	\$ 13,059.90	\$ 13,059.90	Tait TB9400 - Dual Channel 50W
2	SFE Key	\$ 301.00	\$ 602.00	Tait TB9400 - Analog Air Interface
2	SFE Key	\$ 3,495.00	\$ 6,990.00	Tait TB9400 - Central Voter
2	SFE Key	\$ 378.70	\$ 757.40	Tait TB9400 - DFSI
3	Receivers	\$ 6,694.10	\$ 20,082.30	Tait TB9400 - Dual Channel Rx
1	Gateway	\$ 9,480.80	\$ 9,480.80	Tait 2Ch Console Gateway
1	Tait Support	\$ 5,461.00	\$ 5,461.00	
5	Antennas	\$ 1,043.00	\$ 5,215.00	Telewave ANT450F6
	Cable	\$ 5.14 per ft.		Andrew AVA5-50
	Country Club	300 ft.	\$ 1,542.00	
	PPD	100 ft.	\$ 514.00	
	FS3	100 ft.	\$ 1,028.00	
	Hayes Ln	100 ft.	\$ 514.00	
1	Combiner	\$ 1,860.00	\$ 1,860.00	Telewave M108-450-2TRM
4	Rx distribution	\$ 1,010.00	\$ 4,040.00	Telewave TWR8
2	IM Panel	\$ 1,167.00	\$ 2,334.00	Telewave TS450PA2
4	Rx PreSelector	\$ 1,065.00	\$ 4,260.00	Telewave TPCP-4544
2	Misc.*	\$ 2,000.00	\$ 4,000.00	nuts, bolts, polyphasers, connectors etc.
2	Channel Bank	\$ 14,000.00	\$ 28,000.00	Gates Air
8	AF4x radios	\$ 360.00	\$ 2,880.00	4 microwave hops
8	AF-5G34-S45	\$ 300.00	\$ 2,400.00	microwave antennas
3	Routers	\$ 285.00	\$ 855.00	Cisco 2911
3	Switches	\$ 340.00	\$ 1,020.00	Cisco 2960S
3	UPS	\$ 829.00	\$ 2,487.00	APC
Total Estimated Costs			\$ 119,382.40	

Phase 3 – To Be Determined

SCHEDULE D - Costs
Preventative Maintenance Estimates (On-Going)

Preventative maintenance (PM) fees are associated with services for daily monitoring to ensure equipment is functioning properly. This monitoring is performed remotely and also requires quarterly on-site inspections to perform routine maintenance and minor repairs.

The County, through the T-Comm Bureau will maintain on-going communication with CITY staff regarding any repair requirements and obtain authorization from CITY staff prior to completing any major repair. CITY is responsible for the payment or reimbursement of such parts, equipment, and labor.

Phase I

Type	Frequency # of Hours	Unit Cost	Cost	Description
Travel to Petaluma	2	\$75.91 per hour	\$151.82	All sites, same day
PM at Sleepy	1	\$75.91 per hour	\$75.91	
PM at Petaluma Po	1.5	\$75.91 per hour	<u>\$113.87</u>	Includes consoles
			\$341.60	
	4	Visits per year for PM	\$1,366.38	Annually
			\$113.87	Monthly
	0.25	hours for Daily Monitoring	<u>\$411.18</u>	Monthly
TOTAL PM MONTHLY			\$525.04	

Phase II

Type	Frequency	Unit Cost	Cost	Description
DS0 or	TBD	\$15.00 per mo		TBD Sleepy to SOB
T-1 Circuit (Protected)	TBD	\$697.44 per mo		
Subtotal Monthly				TBD
	# of Hours			
Travel to Petaluma	2	\$75.91 per hour	\$151.82	All sites, same day
PM at FS3	0.5	\$75.91 per hour	\$37.96	
PM at Hayes Lane	0.5	\$75.91 per hour	\$37.96	
PM at Sheriff's HQ	1	\$75.91 per hour	<u>\$75.91</u>	No travel
			\$303.64	
	4	Visits per year for PM	\$1,214.56	Annually
			\$101.21	Monthly
	0.25	hours for Daily Monitoring	<u>\$411.18</u>	Monthly
TOTAL PM MONTHLY			\$512.39	

Notes:

PM = Preventative Maintenance

Fiscal Year 17-18 Labor Rate = \$75.91

**SCHEDULE E - Costs
Installation (One-Time)**

Phase 1 - Moducom Dispatch Consoles & Microwave Installation

# of hours	Service	Hourly Rate	Subtotal
320	ModUCom Install	\$75.91	\$24,291
40	Microwave Install	\$75.91	\$3,036

Total Estimate **\$27,328**

Phase 2 - Microwave Backhaul

# of hours	Location	Hourly Rate	Subtotal
120	Golf Course	\$75.91	\$9,109
120	PPD	\$75.91	\$9,109
80	FS3	\$75.91	\$6,073
80	Hayes Ln	\$75.91	\$6,073
120	SO HQ	\$75.91	\$9,109
120	Sleepy	\$75.91	\$9,109

Total Estimate **\$48,582**

Notes:

Fiscal Year 17-18 Labor Rate = \$75.91

SCHEDULE F – SERVICE AVAILABILITY

I. T-COMM HOURS OF OPERATION

The T-Comm Bureau regular hours of operations are 7:30a.m. To 4:30p.m. Monday through Friday. After regular business hours, T-Comm technicians are on standby to address critical issues. Critical issues are defined as problems that required immediate attention, such as a communication failure, and cannot wait until regular business hours to be addressed.

II. REPORTING PROBLEMS

To ensure the most efficient delivery services, report all telecommunication issues to the T-Comm Bureau at:

During Regular Hours:	707 565-1984
After Hours:	707 565-2213

III. REQUESTING REPAIRS TO EQUIPMENT

T-Comm Bureau will provide repairs for time and materials basis. For all portables and mobile radios, please deliver the equipment to the T-Comm workshop located at 445 Fiscal Drive Santa Rosa, CA 95403 during regular hours of operation.

For a non-emergency equipment service which resides at a CITY location, please contact the T-Comm bureau at the contact phone above to schedule a repair or service visit during regular hours.

If the service required is critical, please contact the After Hours contact number and a T-Comm technician will be dispatched.

SCHEDULE G – COST ESTIMATE

Hourly Labor Rate (established by the Sheriff's Office and adopted by the Board of Supervisors)

Fiscal Year 17-18	Communications Technician	\$75.91
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Repair and maintenance will be invoiced at the Communications Technician Rate.
Consultation will be invoiced at the Sergeant Rate.

All Materials will be charged at actual cost.

SCHEDULE H – CONTACTS

CITY

Notices to:

Chief of Police Ken Savano
969 Petaluma Blvd., North
Petaluma, CA 94952
707 778-4463

Invoices to:

Deputy Chief Tara Salizzoni
969 Petaluma Blvd., North
Petaluma, CA 94952
707 776-3743

COUNTY

Notices to:

Vince Hurst
Telecommunications Bureau Manager, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Vince.Hurst@sonoma-county.org
707 565-2667 or

Mark Essick, Administrative Captain, Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Mark.Essick@sonoma-county.org
707 565-3920 or

Administrative Contact:

Christine DeMiguel, Department Analyst
2796 Ventura Ave., Santa Rosa, CA 95403
Christine.DeMiguel@sonoma-county.org
707 565-2881

Remit Payments to:

County of Sonoma Sheriff's Office
2796 Ventura Ave., Santa Rosa, CA 95403
Attn: Christine DeMiguel



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 Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve reappointment of Regina De La Cruz to Agricultural Preservation and Open Space District Fiscal Oversight Commission, representing the Third District, for a term of two years, beginning September 27, 2018 and ending September 27, 2020. (Third District)

Executive Summary:

Approve reappointment of Regina De La Cruz to Agricultural Preservation and Open Space District Fiscal Oversight Commission, representing the Third District, for a term of two years, beginning September 27, 2018 and ending September 27, 2020. (Third District)

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 15-16

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):

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Attachments:

--

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

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 13

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

To: Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

James Gore (707) 565-2241

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Appoint David Hubbell to the Bicycle and Pedestrian Advisory Committee as the 4th District Alternate for a for a two year term beginning September 18, 2018 and expiring September 18, 2020.

Executive Summary:

Discussion:

Prior Board Actions:

September 11, 2018

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Expenditures			
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:			
The application is 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: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor James Gore 565-2241

Supervisorial District(s):

Fourth

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution Declaring September 2018 as Prostate Cancer Awareness Month.

Executive Summary:

Prior Board Actions:

07.10.2018

Strategic Plan Alignment

Fiscal Summary - FY 16-17

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):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Gold Resolution to be presented onsite on 09.18.2018.

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

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Date: September 11, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote

Required

Resolution of the Board of Supervisors Designating September 2018 as Prostate Cancer Awareness Month

Whereas, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of deaths in men; and

Whereas, the American Cancer Society estimates there will be 164,690 new cases of prostate cancer in the USA and in 2018, resulting in an estimated 29,430 deaths; and

Whereas, it is estimated 15,190 men in California will be diagnosed with prostate cancer this year and it is estimated 3,490 California men will die from the disease; and

Whereas, black men in the USA and Caribbean have the highest documented prostate cancer incidence rates in the world; and

Whereas, early prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of disease cases; and

Whereas, advanced prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

Whereas, the five year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and

Whereas, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

Whereas, prostate cancer treatment decisions should be based on clinician recommendations and patient values and preferences; and

Whereas, The County of Sonoma Board of Supervisors joins communities across our

Resolution #

Date:

Page 2

nation to increase awareness about the importance for me to make an informed decision with their health care provider about early detection and testing for prostate cancer; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby designate September 2018 as Prostate Cancer Awareness Month.

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

To: Board of Supervisors

Board Agenda Date: September 18, 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: Gold Resolution

Recommended Actions:

Adopt a resolution recognizing September 15, 2018 through October 15, 2018 as Latino Heritage Month.
(Fifth District)

Executive Summary:

The Board of Supervisors began recognizing Latino Heritage Month in 2012, in recognition of the community's strong culture and the Board's support of the advancement of Latino cultural resources.

Discussion:

Prior Board Actions:

Approved on 09-09-14, 09-15-2016, 09-13-16, and on 09-12-17.

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

Fiscal Summary			
Expenditures	FY 17-18 Adopted	FY 18-19 Projected	FY 19-20 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items "On File" with the Clerk of the Board:			



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming September 15th Through October 15th As Latino Heritage Month In The County Of Sonoma

Whereas, In 1968, President Lyndon B. Johnson first recognized Hispanic Heritage Week, later expanded under President Reagan to one month, and each successive President has continued this tradition, including President Barack Obama, who declared September 15 through October 15 to be National Hispanic Heritage Month and who has called upon the people of our county to observe this month with appropriate respect, ceremonies, activities; and

Whereas, Sonoma County has a long history of welcoming immigrants and is home to a growing multiethnic and multicultural Latino Populations, including citizens originating from Mexico, Central America, South America, and the Caribbean – all of whom are welcome and make our lives brighter and better. Sonoma County’s Latino population grew by 66% in the past 15 years and now represents 27 percent of our citizens, approximately 132,000 people; and

Whereas, the diverse Latino population of the County of Sonoma makes a significant economic contribution and has many profound positive influences on our community through strong commitment to family, faith, education, hard work, vibrant culture, service; and

Whereas, Sonoma County, which thrives on the diversity and ingenuity of all of our people, depends on the continued support and success of our diverse Latino friends and neighbors for many decades to come; and

Whereas, for over the past decades, Sonoma County Latino organizations have continued to foster the culture and tradition to our community. These organizations comprise of civically active community members, business owners, elected officials, college students, high school students focusing in the areas of immigration, education, health, wellness, financial stability, economic, economic engagement and social justice

Resolution #

Date:

Page 2

while advocating and ensuring a voice in Sonoma County on behalf of the Latino Community.

Whereas, the Board of Supervisors recognizes the continued hard work and contributions of Latino businesses to our local economy and offers support for the Latino Business Visitation Program during this month.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma in deep appreciation to the diverse Latino population of our community, hereby proclaim September 15 through October 15 to be Latino Heritage Month in Sonoma County.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 16

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

To: Board of Supervisors

Board Agenda Date: September 18, 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: Gold Resolution

Recommended Actions:

Adopt a resolution honoring the FARMS Leadership Program for celebrating 20 years of providing hands-on sustainable farming and environmental stewardship experiences to Sonoma County youth. (Fifth District)

Executive Summary:

Sonoma County FARMS celebrates 20 years of providing hands-on sustainable farming and environmental stewardship experiences to Sonoma County youth.

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			
Narrative Explanation of Fiscal Impacts:			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Gold Resolution.			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma

State of California

Date: September 20, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Honoring the FARMS Leadership Program for 20 Years of Environmental Stewardship and Youth Education

Whereas, Recognizing that California agriculture is facing a shortage of qualified four-year degrees in agriculture majors who can fill critical new science, technology, engineering and math (STEM) positions; and

Whereas, Understanding that instilling our youth with environmental stewardship today will lead to sustainable agriculture in the future, the Center for Land-Based Learning began a program to educate local youth about sustainable agriculture practices across California; and

Whereas, Acknowledging that, for 20 years, the FARMS Leadership Program has exposed Sonoma County youth to a future of unique, agriculture opportunities unimaginable in the classroom alone; and

Whereas, the Sonoma County FARMS Leadership Program is one of thirteen programs in the state providing innovative, hands-on experiences to urban, suburban and rural youth at working farms, agricultural business and universities; and

Whereas, The program links together Sonoma County youth interested in pursuing careers in agriculture with local agricultural producers and stewards of the environment, watershed partners and resource agencies; and

Whereas, The program, which stems from the Sonoma Resource Conservation District, supports the RCD's mission in connecting people with the working landscapes of Sonoma County and the conservation initiatives happening on those lands; and

Whereas, FARMS Program participants develop leadership skills and learn about agricultural practices that contribute to a healthier ecosystem; and

Whereas, Statewide, the FARMS Leadership Program reports that 56 percent of former

Resolution #

Date:

Page 2

FARMS participants have a career involving agriculture or environmental science, 92 percent report the FARMS Program changed their attitudes toward food and agriculture and 85 percent continue to be involved in their community and volunteer work;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma honors and celebrates the FARMS Leadership Program of the Sonoma Resource Conservation District for 20 years of educating and inspiring local youth to continue today's trend and hard work in sustainable agriculture and environmental stewardship.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen 707-565-2549

Supervisorial District(s):

All

Title: Memorandum of Understanding extension between the County of Sonoma and the Sonoma County Law Enforcement Management Association and Government Code 7507 disclosure

Recommended Actions:

- A. Adopt a Resolution approving an extension to the Memorandum of Understanding ("MOU") between the County of Sonoma and the Sonoma County Law Enforcement Management Association ("SCLCMA") for the period of September 25, 2018, through July 2, 2019.
- B. Receive and Review a Tentative Agreement for the modification of Article 6 (Medical Benefits for Future Retirees) of the Memorandum of Understanding ("MOU") between the County and SCLCMA for the period of September 25, 2018, through July 2, 2019, so that the Board is informed to receive an actuarial valuation of the impact of proposed changes in retiree medical benefits for SCLCMA members of bargaining unit 44, pursuant to California Government Code Section 7507.

Executive Summary:

Representatives of the County and SCLCMA met and conferred and reached a tentative agreement regarding the terms and conditions of employment for an extension of the MOU (hereafter referred to as Tentative Agreement 1 (Attachment A)).

Representatives from the County and SCLCMA also met and conferred and reached a tentative agreement regarding certain changes to retiree medical benefits for SCLCMA members of bargaining unit 44, as specified in Article 6 (Medical Benefits for Future Retirees) of the MOU (hereafter referred to as Tentative Agreement 2 (Attachment B)).

SCLCMA membership has voted and ratified the tentative agreements.

This item contains details of the Tentative Agreements between the County and SCLEMA, as well as required reports and actuarial evaluations conducted by Segal Consulting, the designated actuary for the Sonoma County Employee's Retirement Association ("SCERA"), to ensure compliance with the law.

Segal Consulting's actuarial valuation estimates the impact of Tentative Agreement 1, in accordance California Government Code sections 31515.5 and 23026 (Attachment C).

This item also includes the actuary's informational valuation estimates of the impact of Tentative Agreement 2 and potential extension to the SCLEMA MOU to the County's total Other Post-Employment Benefits liability, as a decrease of \$11,038, and the overall amount changes from \$2,541,873 to \$2,530,835 for this bargaining group (Attachment D). Staff will return to the Board of Supervisors, with an Actuary from Segal Consulting, on October 9, 2018, to discuss the OPEB valuation pursuant to California Government Code section 7507.

Discussion:

Given the fiscal uncertainty caused by the October 9, 2017, Sonoma Complex fires, the County met and conferred with SCLEMA for a proposed extension of the MOU. The County and SCLEMA tentatively agreed on terms and conditions, salary, and benefits for an extension of the MOU. The SCLEMA comprises approximately 23 employees. Following is a brief summary of the updated SCLEMA MOU provisions negotiated in the tentative agreements.

Tentative Agreement 1, Extension of the MOU:

Term of MOU:

September 25, 2018, through July 2, 2019.

One Time Lump Sum Pensionable Payment:

Effective the pay period beginning October 23, 2018, and contingent on approval from 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, non-recurring, pensionable payment in the amount of \$3,473 dollars to be paid on November 14, 2018.

Health & Welfare Benefits for Active Employees

Effective the pay period beginning September 11, 2018, for coverage beginning October 3, 2018, the County will contribute up to a maximum of the following amounts based on level of coverage for employees enrolled in County offered medical coverage for any eligible full-time regular employee and their dependent(s) as follows:

- Employee Only: \$629 per month
- Employee + 1: \$1,257 per month
- Family: \$1,779 per month

Effective the pay date of October 3, 2018, and continuing beyond the term of the MOU extension, the employee contribution to dental premiums will be suspended, resuming October 1, 2020. The

suspension of the employee contribution is contingent on approval by the Sonoma County Board of Supervisors on or before September 25, 2018.

Vacation Accrual and Compensatory Time Off

Effective upon final adoption of the MOU extension, the maximum vacation accrual will be increased from 463 hours to 500 hours.

Holidays

Each bargaining unit member will be granted eight (8) floating holiday hours each calendar year. The floating holiday hours may be taken, with prior approval, at any time during the calendar year but may not be carried over into the next calendar year. There will be no cash out of unused floating holiday hours. SCLEMA employees will not receive a floating holiday in the 2018 calendar year, and for the 2019 calendar year *only*, SCLEMA employees will receive two (2) floating holidays.

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

Paid Parental Leave

Effective November 14, 2018, for eligible events that occur on or after Board adoption of the MOU, any permanent or probationary employee who has been continuously employed by the County for at least 12 months prior to the start of the leave shall be eligible for 320 hours of Paid Parental Leave within 12 months of the birth of a child or placement of a child with the employee for adoption or foster care. Part-time employees shall be eligible for this benefit based on pro-rated hours.

Favored Nation Clause

If, during the term of the MOU extension another bargaining unit other than 0049 (Board of Supervisors), 0050 (Administrative Management), and 0052 (Department Heads) receives an increase or improvement in compensation or other economic benefits that is greater than agreed to by SCLEMA, the County agrees to open the MOU and meet and confer with SCLEMA on the subject of compensation.

Government Code Compliance Requirements:

Cal Gov't Code §23026 and Cal Gov't Code §31515.5

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).

Based on the letter received from Segal Consulting (Attachment C), the proposed one-time, pensionable lump-sum payment and the costs of the Paid Parental Leave program are within the future years' 3.5% annual wage increase assumptions applied in the December 31, 2016 actuarial valuation; and therefore, Segal's analysis states that the proposed changes will not materially impact the ongoing cost of the plan and funding status of the Sonoma County Retirees Association ("SCERA").

Tentative Agreement 2: Article 6 - Medical Benefits for Future Retirees

Effective November 14, 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 per month into a Health Reimbursement Arrangement Account (“HRA”) on behalf of eligible bargaining unit members hired before January 1, 2009, and who retire after November 14, 2018. For bargaining unit members hired on or after January 1, 2009, the County will contribute the same amounts to the HRA as are currently specified in Article 6.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009) of the MOU. The County’s contributions to medical benefits for future retirees will be deposited directly into an HRA as described in Article 6 of the MOU. To offset the County’s cost change associated with the benefit change discussed above, SCLMEA 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 November 14, 2018.

Cal Gov’t Code §7507

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 public retirement benefits or other postemployment benefits.” The statement of actuarial impacts shall be provided by an enrolled actuary and shall be made public at least two weeks before the adoption of the increase in benefits.

The Tentative Agreement on changes to Article 6 (Medical Benefits for Future Retirees) (Attachment B) of the MOU proposes to change the Other Post-Employment Benefits provided to current employees who were hired prior to January 1, 2009, and who retire on or after November 14, 2018. The County engaged Segal Consulting to complete the valuation as required by law. The valuation provides an actuarial analysis of the impact to the County’s OPEB liability for retiree medical costs resulting from changes to Article 6 of the MOU with SCLMEA (Attachment D). The valuation was based on the data and assumptions applied in the June 30, 2017 actuarial valuation, the latest valuation completed for the County. The actuary’s valuation estimates the impact of the tentative agreement and potential changes to Article 6 of the SCLMEA MOU to the County’s Total Other Post-Employment Benefits will result in a decrease of \$11,038 in liability, and the overall amount changes from \$2,541,873 to \$2,530,835.

The Board will be asked to adopt the Tentative Agreement on changes to Article 6 (Medical Benefits for Future Retirees) at the October 9, 2018, Board of Supervisors meeting, pursuant to the aforementioned Government Code requirements. Also, the County Administrator’s Office will submit a document to the Board at the October 9, 2018, Board of Supervisor’s meeting, to acknowledge its understanding of this item’s effects on retirement benefits or OPEB.

Prior Board Actions:

January 5, 2016, Board adopted the SCLMEA MOU, Resolution #16-0211.

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	\$2,999	\$39,074	\$33,676
Additional Appropriation Requested	\$128,893		
Total Expenditures	\$131,892	\$39,074	\$33,676
Funding Sources			
General Fund/WA GF	\$126,728	\$37,544	\$32,357
State/Federal			
Fees/Other	5,164	\$1,530	\$1,319
Use of Fund Balance			
Contingencies			
Total Sources	\$131,892	\$39,074	\$33,676
Narrative Explanation of Fiscal Impacts:			
<p>The MOU extension (Attachment A) and Tentative Agreement on Article 6 (Attachment B) represent a total estimated operational cost increase, above the adopted budget, of \$128,893 in fiscal year 18/19, which includes an estimated on-going operational cost of \$26,061 associated with the augmented premium contribution and the new parental leave benefit program.</p> <p>Most of the total 18/19 projected increased costs are within the General Fund. Additional FY 18/19 budgetary appropriations will be included in the First Quarter Budget Adjustment to align with the adjusted labor costs, if the extension is approved.</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:			
1. Resolution			

2. Attachment A: Tentative Agreement between the County of Sonoma and SCLEMA for an extension to the MOU
3. Attachment B: Tentative Agreement between the County of Sonoma and SCLEMA to modify Article 6 (Medical Benefits for Future Retirees) of the MOU
4. Attachment C: Segal Actuarial Valuation – GC 31515.5 and GC 23026
5. Attachment D: Segal Actuarial Valuation – GC 7507

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



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Extending the Memorandum of Understanding Between The County Of Sonoma And the
Sonoma County Law Enforcement Management Association, For The Period of September 25,
2018, through July 2, 2019.**

Whereas, the Sonoma County Law Enforcement Management Association (“SCLEMA”) is a recognized employee organization representing bargaining unit 44; and

Whereas, the County of Sonoma (“County”) met and conferred with representatives of SCLEMA to negotiate a nine-month extension to the Memorandum of Understanding (“MOU”); and

Whereas, the SCLEMA membership ratified the terms of the tentative agreement (“TA”) to be recommended to the Board of Supervisors for approval; and

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

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

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

Whereas, the proposed changes to the SCLEMA MOU do not include changes in retirement benefits or other postemployment benefits that will materially impact the ongoing cost of the plan and funding status of the Sonoma County Employee’s Retirement Association (“SCERA”); and

Whereas, the proposed changes to the SCLEMA MOU will result in an actuarially estimated decrease to the county’s Total Other Post-Employment Benefits liability; and

Resolution #

Date:

Page 2

Whereas, written confirmation of the Board's compliance with California Government Code Sections 31515.5, 23026, and 7507 from the Segal Company is included in Attachment C and Attachment D, and incorporated by reference herein.

Now, Therefore, Be It Resolved that this Board hereby approves this Tentative Agreement (Attachment A) setting the terms and conditions of the MOU extension between the County and the SCLEMA, which is attached and incorporated by reference herein.

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from 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	\$ 1,575,1,779 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 who the employee stands in place of a parent, regardless of age or dependency status);
2. parent (defined as a biological, adoptive, or foster parent, stepparent, or legal guardian, or other person who stood in place of a parent to the employee or the employee's spouse or domestic partner when the employee was a child. A biological or legal relationship in not necessary for a person to have stood in place of a parent to the employee as a child);
3. employee's spouse or registered domestic partner;
4. grandparent, grandchild, or sibling of the employee or the employee's spouse or registered domestic partner.

Sick leave use for family members listed in this section 16.2.1(C) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the employee's Department Head and the Director of Human Resources by reason of exceptional hardships. "Occurrence" means per illness or related incidents. The 48 hours do not have 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.

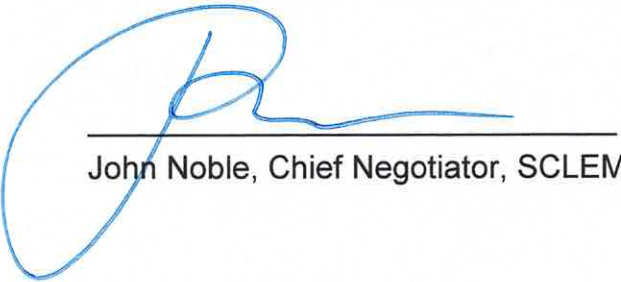
COUNTY OF SONOMA



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

VIA E-MAIL & USPS

September 10, 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 – SCLEMA**

Dear Julie:

As requested, we are providing this letter with our analysis of the impact of several proposed changes in elements of pay and their potential impact on cost to provide benefits through SCERA as required under California Government Code Section 31515.5 in compliance with Section 23026.

BACKGROUND

We have been asked to prepare a Disclosure for the above Government Code Sections regarding salary changes proposed for 2 General County and 21 Safety County members covered under Sonoma County Law Enforcement Management Association (SCLEMA). The proposed changes in salaries and benefits that we have reviewed were provided by the County and are outlined in Exhibit 1 attached.

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

RESULTS

After reviewing the proposed salary increases for employees covered under SCLEMA 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 and Safety County membership group, are sufficient to cover the costs of the proposed salary increases under item 1 for this group. Further, the savings from the proposed salary increases are sufficient to cover the increase in the County's normal cost contributions due to the paid parental leave under item 2.

General County

The proposed salary increases under item 1, as described herein, would decrease the General County total employer and employee normal cost by approximately \$300 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 cost¹, resulting in a decrease to the employer's normal cost contribution by roughly \$200. Additionally, the proposed salary increases would decrease the General County Unfunded Actuarial Accrued Liability (UAAL) by \$4,000, which translates to a decrease in the amortization payment by approximately \$300 in the first year, for a total employer contribution decrease of about \$500.

While the General County members will be eligible to receive item 2 as listed in Exhibit 1, due to the relatively small number of the General County group covered under SCLEMA, we do not believe this would have a material impact on the results shown in this letter.

Safety County

The proposed salary increases under item 1, as described herein, would decrease the Safety County total employer and employee normal cost by approximately \$6,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost², resulting in a decrease to the employer's normal cost contribution by roughly \$4,000. Additionally, the proposed salary increases would decrease the Safety County UAAL by \$83,000, which translates to a decrease in the amortization payment by approximately \$6,000 in the first year, for a total employer contribution decrease of about \$10,000.

¹ 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 SCLEMA.

² The 35% of the total normal cost expected to be paid by the Safety County employees reflects payment of 50% of the Normal Cost by Plan B members, however, for Plan A members it has been calculated prior to reflecting any additional contributions (i.e., above those determined under the County Employees Retirement Law of 1937 for Plan A members) that may have been agreed to be paid by those employees covered under SCLEMA.

The proposed paid parental leave under item 2 would increase the Safety County total employee and employer normal cost contributions by approximately \$2,000 in the first year. When averaged over Plans A and B, a Safety County employee is expected to pay about 35% of the total normal cost¹, resulting in an increase to the employer's normal cost contribution by roughly \$1,000. The contribution decrease of about \$10,000 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 \$9,000.

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.

General County

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 \$6,946. This is equivalent to \$3,473 each over the 2 General SCLEMA positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$3,473 and divide it by the average General SCLEMA member salary of \$120,291 (as provided by the County), we estimate an average increase in salary of 2.89% as a result of the proposed changes. This increase is less than our 3.50% wage increase assumption by 0.61%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

While the General County members will be eligible to receive item 2 as listed in Exhibit 1, due to the relatively small number of the General County group covered under SCLEMA, we do not believe this would have a material impact on the results shown in this letter.

Safety County

In Exhibit 1 we have listed the two items and the associated increase in the proposed pensionable elements of pay. The total increase in Safety County salary for item 1 is expected to be approximately \$72,933. This is equivalent to \$3,473 each over the 21 Safety SCLEMA positions that have been communicated to us by the County. Even though we do not have complete data as to the exact employees who would be eligible for the proposed changes, if we take the average salary increase stated above of \$3,473 and divide it by the average Safety SCLEMA member salary of \$129,531 (as provided by the County), we estimate an average increase in salary of 2.68% as a result of the proposed changes. This

increase is less than our 3.50% wage increase assumption by 0.82%. Please refer to the Results section of this letter for the contribution decrease from these salary changes.

Also in Exhibit 1 we have listed the estimated increase in pensionable pay for item 2. In our December 31, 2016 valuation, the normal cost rates have been calculated assuming all members would work prospectively on a full time basis. In practice, if members subsequently take an unpaid leave then the County would recognize a normal cost contribution savings during that time (as no such contributions would be made). Under the proposed paid parental leave, a portion of the leave that would previously have been unpaid will now be paid by the County. We have estimated this increase in pay to be \$6,617, as detailed in Exhibit 1. Since the total normal cost contribution for a Safety County member (weighted for Plan A and Plan B members) is 26.40%, then the additional total normal cost contributions as a result of this proposed increase would be approximately \$2,000. Please refer to the Results section of this letter for the derivation of the employer contribution increase due to the paid parental leave.

Non-Pensionable Elements of Pay

It is our understanding that SCERA and the County have rendered a determination that Items 3 – 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.

Please let us know if you have any questions on this information.

Sincerely,

A handwritten signature in cursive script that reads "Andy Yeung".

Andy Yeung

EK/bbf
Enclosure

Exhibit 1

Summary of Elements of Pay – SCLEMA

Item	Pensionable Elements of Pay		
		Eligible Employee Count	Estimated Amount
1	One time lump sum	General: 2 Safety: 21	General ³ : \$6,946 Safety ³ : \$72,933
2	Paid parental leave	General: 0 Safety: 1	General: \$0 Safety ⁴ : \$6,617
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 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 1 (as provided by the County) times (ii) the average Safety SCLEMA member salary of \$129,531 (as provided by the County) times (iii) the ratio of the number of hours of paid parental leave to the full-time equivalent number of hours (i.e., eight 40-hour weeks over 2088 hours) times (iv) 33.3% (i.e., the amount of leave that would have otherwise been unpaid).

MEMORANDUM

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:

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**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*



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: Sonoma County Board of Supervisors, Sonoma County Water Agency Board of Directors and the Sonoma County Public Financing Authority Board Members

Board Agenda Date: September 18, 2018

Vote Requirement: Majority

Department or Agency Name(s): General Services, Auditor-Controller/Treasurer-Tax Collector, Sonoma County Water Agency, and Sonoma County Public Financing Authority

Staff Name and Phone Number:

Pilar Garibay: 565-6470
Jane Elias: 565-6483

Supervisorial District(s):

All

Title: Sonoma County Energy Independence Program Semi-Annual Bonding Authorization, Update and Annual Interest Rate Determination.

Recommended Actions:

- A. Accept the Sonoma County Energy Independence Program update through fiscal year 2018.
- B. Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and
- C. Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and
- D. Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment; and
- E. Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of the interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program.

Executive Summary:

In this summary, we are requesting authorization to issue bonds and enter into related financing agreements to enable continuation of the Sonoma County Energy Independence Program over the next six months.

The Program has cumulatively funded \$79.6 million dollars in residential and commercial property improvements. There is currently \$29.3 million in funding accessible to property owners wanting to do energy efficiency, water conservation and renewable generation improvements. The Program has an exceptionally low portfolio default rate of 0%, and a tax delinquency rate is 0.20%, which is lower than the 2017-18 countywide secured property tax delinquency rate of 0.78%. The Program has created or retained 1,594 jobs to Sonoma County since inception. The Program invests locally to directly improve properties and building stock within Sonoma County and is widely recognized nationally as a best-in-class PACE program.

The Program is bond financed, and must be reauthorized per State statute. Since the bonds carry a final maturity in excess of 5 years, Government Code section 53601 requires that your Board approve and authorize the Treasurer to make these dedicated investments. The Board previously established a \$60 million program limit that reflects the total bond funding commitment from the Treasury (\$45 million) and the Water Agency (\$15 million) collectively. In March 2018, the Board authorized bonds to be issued by the Public Financing Authority, that were subsequently purchased (invested) by the Treasury on behalf of the Treasury Pool and the Sonoma County Water Agency for the purposes of the Program. This authorization expires on September 30th, 2018 and must be renewed in order for the Program to continue.

The Program offers property owners consultation services and financing to improve their residential and commercial properties with the broad intent of reducing the climate impact resulting from building systems.

Discussion:

Since the Program's inception, staff has provided the Board with quarterly Program reports. In September 2011, the quarterly updates were changed to semi-annual updates jointly with the required semi-annual bond issuance.

The Program is able to finance over 90 different building and home improvements specifically intended to reduce greenhouse gas emissions in Sonoma County. Through June 2018 the program has financed over 11.9 Megawatts of solar, 1,583 residential systems and 50 commercial systems. There have been 2,334 energy efficiency measures financed of which 2,259 are residential and 75 are commercial. The result is that the Program has reduced County emissions by 80,819.81 metric tons of carbon dioxide. This is the equivalent of removing 17,232 cars from the road annually.

The Program is bond financed, and must be reauthorized per State statute. Since the bonds carry a final maturity in excess of 5 years, Government Code section 53601 requires that your Board approve and authorize the Treasurer to make these dedicated investments. The \$60 million limit reflects the prior total bond funding commitment from the Treasury and the Water Agency collectively.

The Program staff will return to the Board with our regularly scheduled six month bonding item in March 2019. The interest rate of 7.00% for the financing has been constant since the inception of the Program nine years ago and the Program Administrator has indicated that interest rates may increase in 2019. The Program's Steering Committee meets monthly to discuss program administration and has considered the market competitiveness, and potential impact of adjustments in the interest rate.

The Board may want to consider the long term commitment to the Program, and/or whether adjustments are necessary in the near term based upon changing trends and recent legislation. Based upon the pre-fire trends the Program participation rate would indicate that within 6 – 7 years the Program would no longer have sufficient funds to support continued operations. The Program impacts as a consequence of the wildfires is not fully realized at this time and the legislative landscape is changing as well contributing to uncertainty.

Recent legislation has altered the private PACE marketplace with regulatory restrictions on aggressive marketing tactics. These changes and increased statewide oversight of private PACE providers, appears to be resulting in consolidations and interest rate increases within the private PACE marketplace. Recent legislation has also allowed the use of PACE financing for energy and water efficiency projects in new home construction and seismic safety upgrades on existing buildings. Additionally, a bill was just signed by the Governor that authorizes the use of PACE financing for wildfire safety improvements to existing buildings and structures within very high fire hazard severity zones as defined by CALFIRE.

It is not clear at this time what impacts the above legislative changes and a rising interest rate environment will have on participation in the Program. Staff propose to return to your Board within the next several months with further analysis of trends and options for your Board to consider.

Program financing is a tool your Board may want to authorize for use to reduce fire and seismic risks. Currently the Program does not allow for such uses and your Board would need to direct staff to make modifications to facilitate this type of mitigation strategy. Other jurisdictions within the United States and Canada have adopted PACE program financing as a tool to address hazards such as flooding, earthquakes, and fires.

Prior Board Actions:

3/13/18 – Sonoma County Energy Independence Program bond authorization
9/19/17 – Sonoma County Energy Independence Program bond authorization and investment and interest rate determination

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Sonoma County Energy Independence Program provides Property Assessed Clean Energy financing to property owners for energy efficiency, water conservation, and renewable energy generation improvements to their properties. These improvements result in reduced energy use, reduced greenhouse gas emissions, increased utility bill savings, increased employment for building contractors and suppliers, and facilitates all County, City and State efforts to meet their aggressive climate plan goals.

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 is no fiscal impact related to 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):			
There is no staffing impact related to this item.			
Attachments:			
Attachment 1: Resolution authorizing the Public Financing Authority to issue and sell Sonoma County Energy Independence Program contractual assessment revenue bonds			
Attachment 2: County Resolution Authorizing the Treasury to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds			
Attachment 3: County Resolution consenting to Water Agency investment in Sonoma County Energy Independence Program contractual assessment revenue bonds			

Attachment 4: Water Agency Resolution Authorizing the Water Agency Funds to Invest in Sonoma County Energy Independence Program contractual assessment revenue bonds

Attachment 5: County Resolution Approving Loan Agreements

Attachment 6: Authority Resolution Determining Interest Rates

Attachment 7: County Resolution Determining Interest Rates

Attachment 8: Powerpoint Presentation

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

Bond Purchase Agreement between the Treasury and Public Financing Authority to purchase Sonoma County Energy Independence Program contractual assessment revenue bonds (agreement#1)

Loan Agreement between the County and the Public Financing Authority (agreement#2)



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Governing Board Of The Sonoma County Public Financing Authority,
Providing For The Issuance And Sale Of Contractual Assessment Revenue Bonds, Approving As
To Form And Authorizing The Execution And Delivery Of Loan Agreements And Bond
Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters
Relating Thereto**

RECITALS:

A. The Board of Supervisors ("County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0184 (the "Resolution of Intention") declared its intention to establish the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on or in properties in the County through contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10, ("Chapter 29") and ordered the preparation and filing of a report (the "Report") with the County Board and provided that bonds may be issued under the Resolution of Intention pursuant to the provisions of Chapter 29 or, in cooperation with the Sonoma County Public Financing Authority (the "Authority"), pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, as it may be amended from time to time.

B. Following notice duly given in accordance with law, the County Board held a public hearing regarding the SCEIP as described in the Report.

C. Following the public hearing, pursuant to its Resolution No. 09-0271, the County Board established the SCEIP and confirmed contractual assessments to be levied against properties in the County within the parameters of the Report.

D. Pursuant to the SCEIP, the County may enter into contractual assessment agreements (each, an "Assessment Contract") with property owners whereby the County will extend financing to such property owners for the construction and/or installation of Improvements on or in the owners' properties.

Resolution #

Date:

Page 2

E. Pursuant to the Assessment Contracts, the property owners who are parties to such agreements will agree to repay the amounts disbursed to the owners under the Assessment Contracts, plus Capitalized Interest (defined herein), if applicable, through the levy of assessments by the County against the property owners' properties pursuant to Section 5898.30 of Chapter 29 (each, an "Assessment").

F. The Governing Board of the Authority (the "Authority Board") pursuant to its Resolution 09-0359 (the "Initial Resolution of Issuance") previously issued contractual assessment revenue bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate loans (a separate loan with respect to each series of bonds) (the "Loans") to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

G. The Initial Resolution of Issuance anticipated that the need may arise in the future, for the purpose of providing financing for the SCEIP, for the Authority Board to adopt additional resolutions providing for the issuance and sale of additional series of contractual assessment revenue bonds (each, an "Additional Series of Bonds") under and pursuant to the JPA Act and approving as to form and authorizing the execution and delivery of loan agreements and bond purchase agreements in connection therewith (each, an "Additional Resolution of Issuance").

H. Upon expiration of the authority to issue bonds pursuant to the Initial Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-0689 (the "Second Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Second Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 09-1024 (the "Third Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Third Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0324 (the "Fourth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fourth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 10-0612 (the "Fifth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Fifth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0135 (the "Sixth Resolution of Issuance"), upon expiration of the authority to issue bonds pursuant to the Sixth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 11-0506 (the "Seventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Seventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 12-0144 (the "Eighth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eighth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0117 (the "Ninth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Ninth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No. 13-0380 (the "Tenth Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Tenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 14-0109 (the "Eleventh Resolution of Issuance"), and upon expiration of the authority to issue bonds pursuant to the Eleventh Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 14-0383 (the

Resolution #

Date:

Page 3

“Twelfth Resolution of Issuance”) , and upon expiration of the authority to issue bonds pursuant to the Twelfth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 15-0094 (the “Thirteenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Thirteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 15-0373 (the “Fourteenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Fourteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 16-0068 (the “Fifteenth Resolution of Issuance”), upon expiration of the authority to issue bonds pursuant to the Fifteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 16-0372 (the “Sixteenth Resolution of Issuance”), upon expiration of the authority to issue bonds pursuant to the Sixteenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 17-0130 (the “Seventeenth Resolution of Issuance”), and upon expiration of the authority to issue bonds pursuant to the Seventeenth Resolution of Issuance, the Authority Board adopted an Additional Resolution of Issuance, Resolution No 18-0080 (the “Eighteenth Resolution of Issuance”) pursuant to which Resolutions of Issuance the Authority Board issued Additional Series of Bonds under and pursuant to the JPA Act for the purpose of providing funds to make separate Loans to the County to make disbursements pursuant to the Assessment Contracts to property owners for the cost of Improvements.

J. The authority to issue bonds pursuant to the Seventeenth Resolution of Issuance expires on September 30, 2018, and upon such expiration the Authority Board desires to issue several Additional Series of Bonds (as determined in accordance with Sections 2.3 and 11.1 of this Resolution) (the “Bonds”), pursuant to and secured by this Resolution in the manner provided herein.

K. The issuance of the Bonds to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

L. As required by Section 9 of the Initial Resolution of Issuance, this Additional Resolution of Issuance and related agreements are substantially in the form of the Initial Resolution of Issuance and the agreements approved thereby.

M. In order to effectuate the sale of the Bonds, the Authority Board desires to approve the form of, and authorize the execution and delivery of, one or more loan agreements (each, a “Loan Agreement” and collectively, the “Loan Agreements”) and one or more bond purchase agreements (each individually, and collectively, as the context may require, the “Purchase Agreement”), the forms of which are on file with the Secretary of the Authority.

NOW THEREFORE, THE GOVERNING BOARD OF THE SONOMA COUNTY PUBLIC FINANCING AUTHORITY, CALIFORNIA HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Resolution #

Date:

Page 4

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY.

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall, for all purposes of this Resolution and of any Supplemental Resolution and of the Bonds, and of any certificate, opinion or other document herein mentioned, have the following meanings:

“Alternate Purchaser” means an original purchaser of a Series of Bonds, which is authorized as an original purchaser by an Alternate Purchaser Resolution of the Authority, and which is not the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency.

“Alternate Purchaser Resolution” means a resolution of the Authority authorizing an Alternate Purchaser to purchase a Series of Bonds, specifying the original aggregate principal amount of such Series of Bonds and approving the form of the Purchase Agreement for such Series of Bonds.

“Assessment Contracts” means, as to each Loan, the agreements by and between the County and property owners identified on the “Assessment Contract Schedule” attached as “Exhibit A” to the governing Loan Agreement, whereby the County agrees to provide financing to such property owners for the installation and/or construction of Improvements to the owners’ properties.

“Assessment Installments” means, as to each Loan, the installments of principal, interest and premium, if any, to be paid on the unpaid Assessments by the owners of real property as provided by the applicable Assessment Contracts. The term “Assessment Installments” does not include the “Annual Administrative Assessment” paid by property owners pursuant to the Assessment Contracts.

“Assessment Revenues” means, as to each Loan, the revenues received by the County in each Fiscal Year from the collection of the annual Assessment Installments, including any interest and penalties thereon and the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29; except to the extent and so long as the Assessments are included in the County’s Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (Teeter Plan), pursuant to Sections 4701 through 4717 of the California Revenue and Taxation Code, “Assessment Revenues” shall include only amounts attributable to the principal of Assessments and the interest thereon received by the County in each Fiscal Year from the collection of the annual Assessment Installments, and shall not include any penalties on Assessments, nor any statutory interest accruing on Assessments upon delinquency, nor the proceeds of the exercise of any of the remedies for delinquent payments available under the applicable Loan Agreement or under Chapter 29.

“Assessments” means, as to each Loan, the unpaid assessments levied by the County pursuant to Chapter 29 under the proceedings taken pursuant to the Resolution of Intention, constituting a first lien and charge upon real properties in the County as provided by the applicable Assessment Contracts.

Resolution #

Date:

Page 5

“Available Term” means the available repayment terms of 5 years, 10 years, or 20 years with respect to Assessment Contracts securing any Loan, or any of them (as the context may require).

“Authority” means the Sonoma County Public Financing Authority, California.

“Authority Board” means the Governing Board of the Authority.

“Authority Treasurer” means the Treasurer of the Authority.

“Authorized Investment” means any obligation in which the Authority may lawfully invest its funds.

“Authorized Principal Amount” means an aggregate principal amount not to exceed \$60,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant to the Initial Resolution of Issuance and each Additional Resolution of Issuance.

“Authorized Representative of the Authority” means any Member of the Authority Board, provided such Member of the Authority Board is authorized to act on behalf of the Authority under the Authority’s joint exercise of powers agreement, and the Authority Treasurer, and any other person designated by such officers and authorized to act on behalf of the Authority pursuant to this Resolution or any Supplemental Resolution.

“Bond Date” means the dated date of the Bonds, which shall be the Closing Date.

“Bonds” means the contractual assessment revenue bonds authorized by and at any time Outstanding pursuant to the provisions of this Resolution and as designated pursuant to Section 2.3 hereof.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banking institutions in the State or the Federal Reserve System are authorized or obligated by law or executive order to be closed, or (iii) a day on which the County offices are closed.

“Capitalized Interest” means funded interest on the Bonds through September 1, 2019.

“Chapter 29” means Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10.

“Closing Date” means the date of delivery of the Bonds to or upon the order of the Purchaser.

“County” means the County of Sonoma, California.

“County Board” means the Board of Supervisors of the County.

“County Pool” means the Sonoma County Treasury Pooled Investment Fund.

Resolution #

Date:

Page 6

“Debt Service Fund” means the Bonds Debt Service Fund created and established pursuant to Section 4.2 hereof.

“Energy Independence Fund” means the fund by that name created and established pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Escrow Fund” means the fund by that name created and established pursuant to Section 4.8 hereof.

“Event of Default” means any of the events described in Section 10.1 of this Resolution of Issuance.

“Federal Securities” means those securities described in Sections 1360 and 1360.1 of the California Financial Code and includes United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.

“Fiscal Agent” means (i) the Authority Treasurer or (ii) any bank, trust company, national banking association or other financial institution appointed as fiscal agent for the Bonds in the manner provided in this Resolution. Pursuant to Section 6.1 of this Resolution, the initial Fiscal Agent shall be the Authority Treasurer.

“Fiscal Year” means any twelve-month period extending from July 1st in one calendar year to June 30th of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the Authority as its official fiscal year period.

“Improvements” means the qualifying distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, acquired and constructed or installed on or in properties in the County pursuant to the Assessment Contracts.

“Independent Public Accountant” means any certified public accountant or firm of certified public accountants appointed and paid by the Authority, the County, or the County Pool who, or each of whom (i) is in fact independent and not under domination of the Authority, the County, or the County Pool; (ii) does not have any substantial interest, direct or indirect, in the Authority, the County, or the County Pool; and (iii) is not connected with the Authority, the County, or the County Pool as an officer or employee of the Authority, the County, or the County Pool but who may be regularly retained to make annual or other audits of the books of, or reports to, the Authority, the County, or the County Pool.

“Interest Payment Date” means, with respect to any Bond, March 2 and September 2 in each year, beginning on September 2, 2019, and continuing thereafter so long as any Bonds of that

Resolution #

Date:

Page 7

Series remain Outstanding; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

“Interest Rate Period” means, with respect to any Bond, a two-year period commencing on September 2 and ending on the second September 1 following such September 2, except that (i) the first Interest Rate Period shall begin on the Bond Date and end on the last subsequently occurring September 1 which is not more than 23 months after the Bond Date, and (ii) the last Interest Rate Period may be a period of duration of two years or less so that such Interest Rate Period terminates on the Maturity Date or Redemption Date of such Bond.

“JPA Act” means Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act.

“Loan” means, collectively, or if the context requires, the applicable Loan made pursuant to the respective Loan Agreement.

“Loan Agreement” means, collectively or, if the context requires, the applicable Loan Agreement, by and between the Authority and the County, each dated as of Closing Date of the related Series of Bonds as set forth in the applicable Purchase Agreement.

“Loan Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 4.1 of this Resolution.

“Maturity Date” means the date specified in any Bond on which the principal of such Bond becomes due and payable.

“Non-Refunding Bonds” means any or all (as the context may require) Series of Bonds that do not refund a Series of Bonds issued on an earlier Bond Date.

“Outstanding”, when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 12.6) all Bonds theretofore executed, issued and delivered by the Authority under this Resolution except (i) Bonds theretofore cancelled by the Authority Treasurer or surrendered to the Authority Treasurer for cancellation, (ii) Bonds paid and discharged pursuant to the terms of Section 7, and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered pursuant to this Resolution.

“Owner” when used with respect to any Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books maintained by the Fiscal Agent.

“Principal Payment Date” means, with respect to any Series of Bonds, the applicable September 2 Maturity Date.

“Prior Bonds” means any or all (as the context may require) Series of Bonds that are being refunded by a Series of Bonds issued on a later Bond Date.

Resolution #

Date:

Page 8

“Prior Loan” means, with respect to any Series of Prior Bonds, the Loan made pursuant to the Prior Loan Agreement.

“Prior Loan Agreement” means, with respect to any Series of Prior Bonds, the Loan Agreement related to such Series of Prior Bonds.

“Program Expense Fund” means the fund by that name established in the Energy Independence Fund pursuant to Resolution No. 09-0358 of the County Board, adopted on April 21, 2009.

“Purchase Agreement” means collectively or, if the context requires, the applicable Bond Purchase Agreement authorized pursuant to Section 12.7(d) of this Resolution.

“Purchaser” means (i) the Treasurer of the County of Sonoma, for and on behalf of the County Pool, or, for and on behalf of the Sonoma County Water Agency or (ii) an Alternate Purchaser.

“Refunding Bonds” means any or all (as the context may require) Series of Bonds that refund a Series of Bonds issued on an earlier Bond Date.

“Record Date” means, with respect to any Interest Payment Date, the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day.

“Redemption Date” means, with respect to any Bonds, the date on which such Bonds have been called to be redeemed pursuant to Section 3.1 or 3.2 of this Resolution prior to their Maturity Date.

“Redemption Notice” has the meaning provided in Section 3.4 hereof.

“Registration Books” means the records maintained by the Fiscal Agent pursuant to Section 2.10 hereof for the registration and transfer of ownership of the Bonds.

“Resolution” means this Resolution and includes subsequent amendments hereof and any Supplemental Resolution.

“Resolution of Intention” means Resolution No. 09-0184 of the County Board, adopted on March 3, 2009.

“Revenues” means as to each Series of Bonds, (a) all amounts paid by the County to the Authority or the Fiscal Agent pursuant to the applicable Loan Agreement other than administrative fees and expenses and indemnity against claims payable to the Authority and the Fiscal Agent, (b) all moneys deposited and held from time to time by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds, and (c) investment income with respect to any moneys held by the Fiscal Agent in the corresponding account of the Debt Service Fund established hereunder with respect to the Bonds.

Resolution #

Date:

Page 9

“SCEIP” means the Sonoma County Energy Independence Program, established pursuant to Resolution No. 09-0271 of the County Board, adopted on March 25, 2009 under Chapter 29, as modified from time to time.

“Series” means each series of Bonds issued and designated pursuant to and in accordance with Section 2.3 and Section 12.7(d) hereof.

“State” means the State of California.

“Supplemental Resolution” means any resolution adopted by the Authority Board amendatory of or supplemental to this Resolution.

Section 1.2. Rules of Construction. All references in this Resolution to “Sections,” and other subdivisions, unless indicated otherwise, are to the corresponding Sections or subdivisions of this Resolution; and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Resolution as a whole and not to any particular Section or subdivision hereof.

Section 1.3. Authorization and Purpose of Bonds. The Authority Board has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen and be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Authority is now authorized, pursuant to each and every requirement of law, to issue the Bonds in the manner and form as in this Resolution provided. The Authority Board hereby authorizes the issuance of the Bonds pursuant to the JPA Act and this Resolution for the purpose of providing funds (i) to make the Loans to the County to make disbursements pursuant to the Assessment Contracts to or on behalf of property owners for the cost of Improvements and to make repayments to a revolving fund from which the County disbursed funds to property owners pursuant to Assessment Contracts, and (ii) to fund Capitalized Interest.

Section 1.4. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Owners of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

SECTION 2. THE BONDS.

Section 2.1. Equality of Bonds, Pledge.

(a) As to each Series of Bonds issued hereunder, the Authority hereby pledges, in trust for the protection and security of the Owners, all of its right, title and interest in the Revenues for the payment of principal of, premium (if any), and interest on such Series. Pursuant to the JPA Act and this Resolution, all Bonds of a Series shall be and are equally secured by a pledge of and lien upon the Revenues.

(b) The Bonds and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of the Bonds or the interest thereon, and no Owner of the Bonds may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on the Bonds are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues.

Section 2.2. Collection of Assessments. The Assessment Installments shall be payable as provided in the Assessment Contracts and shall be payable in the same manner and at the same time and in the same installments as general taxes on real property are payable, and become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do general taxes on real property. Nothing in this Resolution or in any Supplemental Resolution shall preclude the redemption prior to maturity of any Bonds or the payment of the Bonds from proceeds of refunding bonds issued under any law of the State.

Section 2.3. Issuance of Bonds. (a) The issuance of the Bonds is hereby authorized as provided in this Resolution in accordance with the provisions of the Resolution of Intention and the JPA Act and the proceedings conducted thereunder. The aggregate initial principal amount of such Bonds shall not exceed the sum of: (i) the Authorized Principal Amount for any Bonds originally purchased by a Purchaser other than an Alternate Purchaser and (ii) the maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution for any Bonds purchased by an Alternate Purchaser.

(b) The Bonds may be issued in Series, with the exact principal amount of each Series of Bonds to be determined by the Authority Treasurer in accordance with Section 12.7(d) of this Resolution.

(c) Each Series of Bonds shall bear a series designation comprised of the calendar year of issuance, a letter designated alphabetically by date of issuance within a calendar year, a number correlating to the repayment period of the Assessment Contracts identified in the Loan Agreement relating to such Series and the parenthetical phrase "Non-Residential" for any Series relating solely to Assessment Contracts for properties that are not used for single-family residential purposes. In the event that on any date of issuance, there is more than one Series of Bonds with the same repayment

Resolution #

Date:

Page 11

period, with at least one such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency or an Alternate Purchaser, then the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the County Pool shall include "P-" before the calendar year, the designation of such Series of Bonds to be purchased by the Treasurer of Sonoma County for and on behalf of the Sonoma County Water Agency shall include "W-" before the calendar year, and the designation of such Series of Bonds to be purchased by an Alternate Purchaser shall include "A-" before the calendar year.

(d) If the Bonds are Refunding Bonds, their designation additionally shall indicate they are Refunding Bonds.

(e) The Bonds shall be issued only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer. The Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution. The Bonds shall be dated the applicable Closing Date determined in accordance with the respective Purchase Agreement, and shall mature and be payable on September 2 in the years and in the principal amounts specified in such Purchase Agreement. The interest rate for each Series of Bonds shall be:

(i) calculated on the basis of a 360-day year of twelve 30-day months;

(ii) (A) for the first Interest Rate Period with respect to such Bonds, at an initial rate of three percent (3%); and (B) for any succeeding Interest Rate Period, at a rate equal to one-half of one percent (0.50%) plus the net interest rate earned by the County Pool as of the most recent quarter ending immediately prior to commencement of such Interest Rate Period; or equal to such other interest rate as determined by the Authority, the County, and the Purchaser(s) of the applicable Series of Bonds prior to the commencement of the applicable Interest Rate Periods; and

(iii) in any event shall not exceed 12% per annum.

Section 2.4. Application of Proceeds of Sale of Bonds and Funds Received from the County. Upon the delivery of the Bonds to the purchasers thereof, the Fiscal Agent, on behalf of the Authority, shall receive the proceeds from the sale of the Bonds and shall deposit such proceeds as follows: (a) deposit in the applicable account of the Escrow Fund such amount (if any) as provided in Section 4.8, for the purpose of refunding and defeasing Prior Bonds in accordance therewith, (b) deposit in the applicable account of the Debt Service Fund an amount representing Capitalized Interest, as provided in Section 4.2, to be used to pay interest on the Bonds through September 1, 2019, (c) deposit in the Loan Fund (or the applicable account of the Loan Fund, if accounts therein have been created pursuant to Section 4.1) the amount specified in writing by the County for the purpose of making the Loans. The Fiscal Agent shall transfer the balance of the proceeds of the Bonds to the County for deposit in the Program Expense Fund.

Resolution #

Date:

Page 12

Section 2.5. Medium and Payment. Principal of, and premium (if any) and interest on the Bonds shall be payable in lawful money of the United States of America. The principal of each Series of Bonds shall be payable on the respective Maturity Date set forth in the applicable Bonds and in conformance with the applicable Purchase Agreement. Interest with respect to each Bond shall accrue from the respective Bond Date. Interest on any Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

Principal of and interest on any Bond shall be paid by check of the Fiscal Agent mailed on or before the Interest Payment Date by first class mail, postage prepaid, to the person whose name appears in the Registration Books as the Owner of such Bond as of the close of business on the Record Date, to the address that appears on the Registration Books (or in such other manner as determined by a Purchaser if such Purchaser is the sole Owner as to a Series of Bonds), provided that the payment of principal of the Bonds on the final Maturity Date and the payment of the principal of the Bonds and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Fiscal Agent. In addition, (i) upon a request in writing received by the Fiscal Agent on or before the applicable Record Date from an Owner of \$1,000,000 or more in principal amount of the Bonds, or (ii) so long as the Purchaser is the sole Owner of any Series of Bonds and the Purchaser requests the Authority for payment by wire transfer, payment shall be made on the Interest Payment Date by wire transfer in immediately available funds to an account designated by such Owner. Further, so long as the Purchaser is the sole Owner of any Series of Bonds, payment may be made on the Interest Payment Date by any other method acceptable to the Owner.

Each Bond shall bear interest until its principal sum has been paid; provided, however, that if at the Maturity Date of any Bond, or if at the Redemption Date of any Bond which has been duly called for redemption as herein provided, funds are available for the payment or redemption thereof in full accordance with the terms of this Resolution, the Bond shall then cease to bear interest.

Section 2.6. Form of Bonds and Certificate of Authentication and Registration. The Bonds shall be sold to the Purchaser and shall be initially issued in the form of a fully registered bond or bonds registered in the name of the Purchaser. The form of the Bond, the form of the certificate of authentication and the form of registration thereon shall be substantially in the form attached hereto as Exhibit A and incorporated herein by this reference. The Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this Resolution as may be appropriate.

Resolution #

Date:

Page 13

Section 2.7. Execution and Authentication. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, and attested by the manual or facsimile signature of the Secretary of the Authority. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed have been authenticated and delivered by the Authority Treasurer (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed such Bonds had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication and registration, in the form set forth in Exhibit A hereto, executed by the manual signature of the Authority Treasurer or the Assistant Treasurer of the Authority. Only such Bonds as shall bear thereon such certificate of authentication and registration shall be entitled to any right or benefit under this Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication and registration shall have been duly executed by the Authority Treasurer.

Section 2.8. Registration of Exchange or Transfer. The registration of any Bond may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form acceptable to the Fiscal Agent and duly executed by the Owner or his or her duly authorized attorney. Bonds may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations. The Authority and the Fiscal Agent will not charge for any new Bond issued upon any exchange, but may require the Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the Fiscal Agent shall authenticate and deliver a new Bond or Bonds; provided that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date of any selection of Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

Section 2.9. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the Chair of the Authority, or Vice Chair of the Authority in the Chair's absence, at the expense of the Owner of such Bond, shall execute, and the Authority Treasurer shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and aggregate principal amount in authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be cancelled and destroyed. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to the Fiscal Agent and indemnity satisfactory to the Fiscal Agent shall be given, the Chair of the Authority, or the Vice Chair of the Authority in the Chair's absence, at the expense of the Owner, shall execute, the Authority Treasurer shall thereupon authenticate, and the Fiscal Agent

Resolution #

Date:

Page 14

shall deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Fiscal Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Fiscal Agent). The Fiscal Agent may require payment of a reasonable fee for each new Bond issued under this Section 2.9 and of the expenses which may be incurred by the Authority and the Fiscal Agent. Any Bond issued under the provisions of this Section 2.9 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the Authority whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution.

Section 2.10. Registration Books. The Fiscal Agent will keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as he or she may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as herein provided.

The Authority and the Fiscal Agent may treat the Owner of any Bond whose name appears on the Registration Books as the absolute Owner of such Bond for any and all purposes, and the Authority and the Fiscal Agent shall not be affected by any notice to the contrary. The Authority and the Fiscal Agent may rely on the address of the Owner as it appears in the Registration Books for any and all purposes. It shall be the duty of each Owner to give written notice to the Authority and the Fiscal Agent of any change in such Owner's address so that the Registration Books may be revised accordingly.

Section 2.11. Validity of the Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Improvements or upon the performance by any person of such person's obligation with respect to the Improvements.

Section 2.12. Refunding of Bonds. The Bonds may be refunded by the Authority at any time as permitted by and in accordance with this Resolution and applicable law including, but not limited to, the JPA Act.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the redemption of Bonds under Section 3 hereof, or the defeasance of the Bonds and discharge of all obligations of the Authority under this Resolution under Section 7 hereof.

SECTION 3. REDEMPTION OF BONDS.

Section 3.1. Mandatory Redemption. The Bonds shall be redeemed prior to maturity, in whole or in part, on any Interest Payment Date by lot within a Series from monies received from the sources, to the extent of and in the manner set forth in the fifth paragraph of Section 4.3 hereof, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to

Resolution #

Date:

Page 15

Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.1, upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

Section 3.2. Optional Redemption. (a) The Bonds may be redeemed prior to maturity, in whole or in part, on the fifteenth (15th) calendar day of any month by lot within a Series from monies on deposit and available for such purpose in the applicable account of the Debt Service Fund from sources other than those referred to in Section 3.1, at the option of the Authority, at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 103 percent, together with accrued interest to the Redemption Date; provided, so long as the Purchaser is the sole Owner as to the Series of Bonds subject to redemption, the Purchaser may waive (pursuant to Section 12.8 hereof) the right to receive all or a portion of the redemption premium pursuant to this Section 3.2(a), upon which waiver the redemption price shall be equal to the principal amount of the Bonds to be redeemed, plus such redemption premium (if any) specified by the Purchaser, expressed as a percentage of the principal amount of the Bonds to be redeemed and not to exceed three percent (3%), together with accrued interest to the Redemption Date.

(b) Any Series of Bonds may be redeemed prior to maturity, in whole, on any date by lot within a Series, from monies on deposit and available for such purpose in an account of the Escrow Fund, in accordance with Section 4.8, from the sale and issuance of Refunding Bonds under this Resolution or additional refunding bonds designated as "Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds" pursuant to a subsequent resolution of the Authority Board, at the option of the Authority, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, together with accrued interest to the Redemption Date; provided, the Redemption Date of any Series of Bonds redeemed pursuant to this Section 3.2(b) shall be the Closing Date of the Refunding Bonds providing the proceeds to redeem such Series of Bonds.

Section 3.3. Selection of Bonds for Redemption. If less than all of the Outstanding Bonds of any Series are to be redeemed pursuant to Section 3.1 or Section 3.2(a), the Authority Treasurer shall select the Bonds of such Series to be redeemed by lot in any manner that the Authority Treasurer deems fair.

Section 3.4. Notice of Redemption. In the event that Bonds are to be redeemed as provided in this Section 3, at least 30 days or other such shorter period upon the consent of the Owners of any Bonds designated for redemption, but not more than 60 days prior to any Redemption Date, a notice of redemption (the "Redemption Notice") shall be sent by personal service, or registered or certified mail by the Fiscal Agent to the Owners of any Bonds designated for redemption and, if a single Purchaser is not the sole Owner as to a Series of Bonds subject to redemption, to such securities depositories and securities information services as shall be designated by the Authority Treasurer; provided, with respect to Bonds to be redeemed pursuant to Section 3.2(b), a Redemption Notice shall

Resolution #

Date:

Page 16

be provided on the Redemption Date, if the Redemption Notice is not waived pursuant to Section 12.8 of this Resolution. Such Redemption Notice shall specify: (i) the Bonds or designated portions thereof which are to be redeemed, (ii) the date of redemption, (iii) the redemption price, (iv) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, and (v) if less than all Bonds of a Series are to be redeemed, the Bond numbers of the Bonds to be redeemed, and shall require that such Bonds be surrendered at the office of the Fiscal Agent for redemption at the redemption price. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with interest accrued to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue and be payable.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Each check or other transfer of funds issued by the Fiscal Agent for the purpose of redeeming Bonds shall bear to the extent specified the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 3.5. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the Fiscal Agent shall authenticate and deliver to the Owner a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity and of the same Series. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority shall be released and discharged thereupon from all liability to the extent of such payment.

Section 3.6. Effect of Notice and Availability of Redemption Price. Notice of redemption having been duly given, as provided in Section 3.4, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) The Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Resolution, anything in this Resolution or in the Bonds to the contrary notwithstanding;

(2) Upon presentation and surrender thereof at the office of the Fiscal Agent, such Bonds shall be redeemed at the redemption price;

(3) From and after the Redemption Date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to accrue interest; and

(4) From and after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this

Resolution #

Date:

Page 17

Resolution, or to any other rights, except with respect to payment of the redemption price and interest accrued to the Redemption Date from the amounts so made available.

SECTION 4. FUNDS AND ACCOUNTS.

Section 4.1. Disposition of Bond Proceeds; Loan Fund. There is hereby established a special fund held by the Fiscal Agent called the "Loan Fund," into which shall be deposited proceeds of sale of the Bonds pursuant to Section 2.4. The Loan Fund may be maintained, at the Fiscal Agent's discretion, or if directed by the Authority shall be maintained, in the form of one or more separate accounts within such fund which are established for the purpose of holding the proceeds of separate Series of Bonds subject to separate Loan Agreements. Moneys in the Loan Fund or in any accounts therein shall be disbursed by the Fiscal Agent to or on behalf of the County in accordance with a written request of the County provided to the Fiscal Agent pursuant to the respective Loan Agreement.

Section 4.2. Establishment of Bonds Debt Service Fund and Accounts. For administering and controlling the Revenues, the Capitalized Interest, and any related monies, there is hereby created and established the Bonds Debt Service Fund (the "Debt Service Fund"), such special fund to be maintained by the Fiscal Agent in trust. The Fiscal Agent shall establish with respect to each Series of Bonds a separate account within the Debt Service Fund designated using the name of the applicable Series of Bonds.

Section 4.3. Debt Service Fund. The Fiscal Agent hereby agrees to maintain the Debt Service Fund and accounts therein until all payments of principal of and premium (if any) and interest on the Bonds have been made and all of the Bonds have been paid or redeemed. All Revenues received by the Authority or the Fiscal Agent from the County pursuant to a Loan Agreement shall be deposited and held in the corresponding account of the Debt Service Fund relating to the Series of Bonds to which such Revenues are pledged as security.

Proceeds of the Bonds deposited into the applicable account of the Debt Service Fund pursuant to Section 2.4 shall be used on September 2, 2019 to pay interest due on the applicable Series of Bonds through September 1, 2019. Any moneys remaining in the applicable account of the Debt Service Fund on September 3, 2019 shall be transferred to the Loan Fund (or separate accounts of the Loan Fund if established).

On each Interest Payment Date and each Principal Payment Date, the Fiscal Agent shall make payments of interest and principal, respectively, due and payable with respect to each Series of Bonds then Outstanding from monies in the corresponding accounts of the Debt Service Fund. If, on any Interest Payment Date or Principal Payment Date, there are insufficient funds in an account of the Debt Service Fund to make the payments with respect to a Series of Bonds provided for in the preceding sentence, available monies shall be applied first to the payment of interest on the applicable Bonds, and then to the payment of principal due on such Bonds and then to the payment of principal due on such Bonds or any portion thereof called for redemption pursuant to Section 3 hereof.

Resolution #

Date:

Page 18

On each September 3, commencing September 3, 2020, all monies in any account of the Debt Service Fund in excess of the amount necessary to make the payments of principal of and interest on the applicable Series of Bonds then due or overdue and payable on such date (assuming all Owners entitled to payment on or before such date take or have taken any and all actions necessary on their part to receive amounts due them) shall, to the extent permitted by law, be applied as follows:

(a) The moneys shall be retained in such account of the Debt Service Fund;

or

(b) The moneys shall be applied to the advance maturity and redemption of the Bonds of such Series pursuant to Section 3.2(a).

Amounts received from, or on behalf of, the County as prepayment of any Loan pursuant to Section 4.4 shall be deposited by the Fiscal Agent in the applicable account of the Debt Service Fund for application pursuant to Section 4.5. Such Loan prepayment amounts shall be used to pay the principal of and redemption premium (if any) on the corresponding Series of Bonds or such portion thereof which shall have been advanced pursuant to the JPA Act, Section 3.1 or 3.2, and this paragraph. The Fiscal Agent shall advance the maturity of and call Bonds for redemption pursuant to this Resolution and the JPA Act whenever and to the extent of any special prepayment of the Loans pursuant to Section 4.4, sufficient to pay the principal thereof plus the redemption premium (if any) of Bonds of the related Series. On or after each Redemption Date, or prior thereto, upon presentation and surrender thereof, the Fiscal Agent shall pay the principal of and redemption premium (if any) of each such Series of Bonds the maturity of which has been so advanced, and the interest accrued on such Bond to the earlier of the Principal Payment Date or Redemption Date, from monies in the applicable account of the Debt Service Fund.

Any amounts remaining in any account of the Debt Service Fund after payment of the Bonds of the corresponding Series and the interest thereon shall be applied in accordance with Section 4.7.

Section 4.4. Prepayment of Loans.

(a) The County shall prepay any Loan to the extent any owner of assessed land prepays the Assessment of an Assessment Contract identified on the related Assessment Contract Schedule attached as "Exhibit A" to the applicable Loan Agreement.

(b) The County may prepay any Loan, in whole or in part, from any available source of funds other than those referred to in paragraph (a), including from moneys on deposit in the Loan Fund or applicable separate account and any related progress payment account established by the County pursuant to the Assessment Contracts.

Section 4.5. Application of Prepaid Loans.

Upon receiving a prepayment of a Loan pursuant to Section 4.4(a) or (b), the Fiscal Agent shall deposit it in the related account of the Debt Service Fund to be applied for payment to Owners of the corresponding Bonds redeemed in accordance with Section 3.1 or 3.2.

Resolution #

Date:

Page 19

Section 4.6. Certain Procedures Upon Redemption. If notice of redemption is given, the Bonds so advanced shall mature and become payable on the date fixed for redemption in the notice. The Owner of any such Bond may, prior to the date of redemption, with the consent of the Fiscal Agent, surrender it and receive the principal and interest thereon to the date of payment together with the redemption premium provided for the Bond, if any. If the Bond has not been sooner surrendered on the date fixed for redemption, the Fiscal Agent shall set aside to the credit of the Owner of the Bond the amount of principal and accrued interest then due on the Bond together with the redemption premium, if any, and the Bond shall then be deemed to have matured and interest shall cease to accrue on the Bond. The amount so set aside shall upon demand and upon the surrender and cancellation of the Bond be paid to the Owner of the Bond.

Section 4.7. Debt Service Fund Surplus. If there is a surplus remaining in any account in the Debt Service Fund after payment of all Bonds of a Series corresponding to such account and the interest thereon, plus applicable redemption premium (if any), that surplus shall be released from the pledge and lien hereunder and transferred to the County to be used for the benefit of the SCEIP or, upon the direction of the County, to cure any deficiency in any other account of the Debt Service Fund pursuant to Section 5.2 of this Resolution.

Section 4.8. Escrow Fund; Refunding Bonds. (a) There is hereby created and established with the Fiscal Agent a special and irrevocable trust fund designated the Escrow Fund (the "Escrow Fund"), (in which there shall be established and created a 5-Year Account, a 10-year Account, and a 20-year Account) to be held by the Fiscal Agent separate and apart from all other funds of the Authority, the County, or the Fiscal Agent and used only for the purposes and in the manner provided in this Section 4.8.

(b) The initial Series of Bonds issued under this Resolution with respect to each Available Term shall be Non-Refunding Bonds.

(c) To minimize the costs associated with the administration and maintenance of multiple funds and accounts, subsequent Series of Bonds issued under this Resolution with respect to each Available Term may be Refunding Bonds. Refunding Bonds relating to an Available Term shall refund and defease only Prior Bonds relating to the same Available Term. Refunding Bonds may be issued for the additional purpose of providing additional funds for deposit in the Loan Fund pursuant to Section 2.4 in order to provide for additional Loans to the County for the making of disbursements from the Loan Fund in accordance with this Resolution.

(d) In accordance with Section 7.1(a) of this Resolution, upon the issuance of any Series of Refunding Bonds, the Authority shall cause to be deposited with the Fiscal Agent in the applicable account of the Escrow Fund the following: (i) the then Outstanding principal amount of the Prior Bonds being refunded and defeased by such Series of Refunding Bonds, and (ii) interest accrued and unpaid on such Prior Bonds to the Redemption Date.

(e) Upon receipt of the moneys described in paragraph (d), the Fiscal Agent shall pay such moneys to the Owners of the Prior Bonds for the equal and ratable benefit of such Owners. If

Resolution #

Date:

Page 20

not waived by the Purchaser pursuant to Section 12.8, a Redemption Notice shall be provided by the Fiscal Agent to the Owners of the Prior Bonds in accordance with Section 3.4.

(f) The Authority and the Fiscal Agent represent and agree that, concurrently with the initial deposit of the moneys in the applicable account of the Escrow Fund pursuant to paragraph (d), (i) the Prior Bonds will no longer be deemed to be Outstanding and unpaid within the meaning and with the effect expressed in Section 7 of this Resolution, and (ii) the Prior Loan will no longer be deemed to be outstanding and unpaid within the meaning and with the effect expressed in the Prior Loan Agreement.

(g) Monies remaining on deposit in any account of the Escrow Fund after payment of all amounts to the Owners of the applicable Series of Prior Bonds pursuant to paragraph (e) shall be released to the County for the benefit of the SCEIP within five (5) Business Days after such payment to the Owners of the applicable Series of Prior Bonds.

Section 4.9. Investments. (a) Except for the Escrow Fund (and the accounts therein), all moneys in any of the funds or accounts established pursuant to this Resolution shall be invested by the Fiscal Agent solely in Authorized Investments. All moneys in the Escrow Fund (and the accounts therein) shall be invested by the Fiscal Agent solely in Federal Securities. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts shall be deposited in the fund or account from which such investment was made. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

(b) For the purpose of determining the amount in any fund or account established hereunder, the value of investments credited to such fund or account shall be calculated at the cost thereof, excluding accrued interest and brokerage commissions, if any.

(c) Moneys in the Debt Service Fund and the accounts therein shall be invested only in obligations which will by their terms mature on such dates as to ensure the timely payment of principal and interest on the corresponding Bonds as the same become due.

The Fiscal Agent shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer for such funds and accounts or from such funds and accounts. For the purpose of determining at any given time the balance in any fund or account, any such investments constituting a part of such fund and account shall be valued at their amortized cost.

SECTION 5. COVENANTS.

So long as any of the Bonds issued hereunder are outstanding, the Authority makes the following covenants with the Owners (to be performed by the Authority or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided,

Resolution #

Date:

Page 21

however, that said covenants do not require the Authority to expend any funds other than the Revenues.

Section 5.1. Punctual Payment. The Authority will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Resolution and any Supplemental Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds.

Section 5.2. Limited Obligation; No Required Advances From Available Surplus Funds. The Bonds are limited obligation bonds and are payable solely from and secured solely by Revenues, including the amounts in the applicable account of the Debt Service Fund. Notwithstanding any other provision of this Resolution, the Authority shall, at the direction of the County in its sole and absolute discretion, advance available surplus funds from any account of the Debt Service Fund, determined in accordance with Section 4.7 of this Resolution, to cure any deficiency in any other account in the Debt Service Fund.

Section 5.3. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this Resolution. The Authority warrants that upon the date of execution and delivery of the Bonds, the conditions, acts and things required by law and this Resolution to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Bonds do exist, have happened and have been performed and the execution and delivery of the Bonds shall comply in all respects with the applicable laws of the State.

Section 5.4. Protection of Security and Rights of Owners. The Authority will preserve and protect the security of the Bonds and the rights of the Owners thereto, and will warrant and defend their rights to such security against all claims and demands of all persons. From and after the delivery of the Bonds by the Authority, the Bonds shall be incontestable by the Authority.

Section 5.5. Against Encumbrances. The Authority will not encumber, pledge or place any charge or lien upon any of the Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Resolution.

Section 5.6. Accounting Records and Statements. The Authority will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, deposit and disbursement of the Revenues, and such accounting records shall be available for inspection upon five (5) Business Days' written notice by any Owner or such Owner's agent duly authorized in writing at reasonable hours and under reasonable conditions.

Section 5.7. Further Assurances. The Authority will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of its duties under this Resolution, and

Resolution #

Date:

Page 22

for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Resolution.

SECTION 6. FISCAL AGENT .

Section 6.1. Fiscal Agent; Appointment and Acceptance of Duties.

(a) The Authority Board hereby appoints the Authority Treasurer to act as the initial Fiscal Agent for the Bonds under this Resolution. All fees and expenses incurred for services of the Fiscal Agent shall be the sole responsibility of the Authority. The Fiscal Agent, if other than the Authority Treasurer acting as Fiscal Agent, pursuant to Section 6.6 hereof shall have the powers of a trust company within or without the State.

(b) Unless otherwise provided, the office of the Fiscal Agent designated by the Fiscal Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

Section 6.2. Liability of Fiscal Agent. The Fiscal Agent, if other than the Authority Treasurer or except as expressly provided in a certificate of the Fiscal Agent in connection with the issuance and delivery of the bonds on the Closing Date, makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Fiscal Agent shall incur no liability in response hereof or thereof.

Section 6.3. Evidence on Which Fiscal Agent May Act. The Fiscal Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed and presented by the proper party or parties. The Fiscal Agent may consult with counsel, who may or may not be counsel to the County or the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith in accordance therewith.

Section 6.4. Compensation. The Authority shall direct the County to pay, from the Program Expense Fund, to the Fiscal Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the Authority or the County be required to expend its own funds hereunder or under the Loan Agreements, other than funds on deposit in the Program Expense Fund.

Section 6.5. Ownership of Bonds Permitted. If the Fiscal Agent is other than the Authority Treasurer, the Fiscal Agent may become the Owner of any Bond.

Section 6.6. Resignation or Removal of Fiscal Agent and Appointment of Successor.

(a) Any Fiscal Agent appointed may resign from service as Fiscal Agent and, if the Fiscal Agent is not the Authority Treasurer, it may be removed at any time by the Authority Treasurer as provided in the Fiscal Agent's service agreement. Without further action by the Authority Board, if at any time the Fiscal Agent shall resign or be removed, the Authority Treasurer shall appoint a successor Fiscal Agent, which shall be a trust company or bank having the powers of a trust company within or without the State, with at least \$100,000,000 in net assets. The Fiscal Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the Authority in a format mutually agreeable to the Fiscal Agent and the Authority. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the Authority, a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective upon appointment and acceptance of a successor Fiscal Agent.

(b) In the event of the resignation or removal of the Fiscal Agent, such Fiscal Agent shall pay over, assign and deliver any moneys held by it as Fiscal Agent to its successor, or, if there is no successor, the Authority Treasurer shall be the Fiscal Agent.

SECTION 7. DEFEASANCE.

Section 7.1. Defeasance. If all Outstanding Bonds of a Series shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Bonds of such Series then Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, at or before maturity, an amount which, together with the amounts then on deposit in the corresponding account of the Debt Service Fund, is fully sufficient to pay the principal of and redemption premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable or, in the event of redemption thereof, before their respective Maturity Dates; or

(c) by depositing with the Fiscal Agent Federal Securities in such amount as the Authority shall determine, as verified by a nationally recognized Independent Public Accountant (unless the Purchaser is the sole owner of all Bonds of such Series, in which case no such verification is required), will, together with the interest to accrue thereon and moneys then on deposit in the corresponding account of the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of, and premium (if any) and interest on all Bonds of such Series then Outstanding as and when the same shall become due and payable;

then, at the election of the Authority, and notwithstanding that any Bonds of such Series shall not have been surrendered for payment, all obligations of the Authority under this Resolution with respect to all Outstanding Bonds of such Series shall cease and terminate, except for

Resolution #

Date:

Page 24

(i) the obligation of the Authority Treasurer to pay or cause to be paid to the Owners of the Bonds of such Series not so surrendered and paid, all sums due thereon, and (ii) the Authority's obligations under Section 5.4. Any funds held by the Fiscal Agent in such account of the Debt Service Fund, at the time of receipt of such notice from the Authority, which are not required for the purpose above mentioned, shall be transferred to the County to be used for the benefit of the SCEIP.

SECTION 8. SUPPLEMENTAL RESOLUTIONS.

Section 8.1. Supplemental Resolutions Without Owner Consent. The Authority, may from time to time, and at any time, without notice to or consent of any of the Owners, adopt resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Resolution or in any Supplemental Resolution, provided that such action shall not adversely affect the interests of the Owners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the Authority contained in this Resolution other covenants, agreements, limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect; and

(c) to modify, alter, amend or supplement this Resolution in any other respect which is not materially adverse to the interests of the Owners.

Section 8.2. Supplemental Resolutions with Owner Consent. Except as provided in Section 8.1, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the execution of such Supplemental Resolutions as shall be deemed necessary or desirable for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the Maturity Date of the principal of, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption price of, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the percentage of Bonds the Owners of which are required to consent to such Supplemental Resolution, without the consent of the Owners of all Bonds then Outstanding. In no event, however, may a modification or amendment provide for the issuance of additional bonds, notes or other evidences of indebtedness payable out of the Revenues.

Section 8.3. Notice of Supplemental Resolution to Owners. If at any time the parties hereto shall desire to enter into a resolution supplemental hereto, which pursuant to the terms of Section 8.2 shall require the consent of the Owners, the Authority shall cause notice of the proposed resolution to be mailed, postage prepaid, to all Owners at their addresses as they appear in the

Resolution #

Date:

Page 25

Registration Books. Such notice shall briefly set forth the nature of the proposed resolution and shall state that a copy thereof is on file at the office of the Authority for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such resolution when consented to and approved as in Section 8.2 provided. Whenever at any time within one year after the date of the first mailing of such notice, the Authority shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed resolution described in such notice, and shall specifically consent to and approve it substantially in the form of the copy thereof referred to in such notice as on file with the Authority, such proposed resolution, when duly adopted by the Authority, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of the requisite aggregate principal amount of the Bonds have consented to the adoption of any Supplemental Resolution, Bonds which are owned by the County, the Authority, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County or the Authority, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any resolution supplemental hereto and the receipt of consent to any such resolution from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required, this Resolution shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Authority and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 9. ADDITIONAL BONDS.

Section 9.1. Additional Series of Bonds. The Authority hereby authorizes and approves the issuance of Additional Series of Bonds pursuant to the JPA Act for the purpose of financing further County disbursements to property owners for the cost of Improvements, to the extent required under and in accordance with the SCEIP, pursuant to and secured by such Additional Resolutions of Issuance (and such additional loan agreements and bond purchase agreements approved by each such Additional Resolution of Issuance) as may be approved by the Authority Board from time to time, with such Additional Resolutions of Issuance and related agreements to be substantially in the form of this Resolution and the agreements approved hereby, together with such changes as may be requested by Bond Counsel and as are approved by the Authority Board.

SECTION 10. DEFAULT.

Section 10.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on any Bond, whether at the stated Interest Payment Date thereof, or upon proceedings for redemption thereof;

Resolution #

Date:

Page 26

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated Principal Payment Date thereof, or upon proceedings for redemption thereof; or

(c) Failure by the Authority to observe and perform any material covenant, condition or agreement required by this Resolution to be performed by it (other than a default described in clause (a) or (b) above) for a period of 60 days following written notice to the Authority from any Owner of such failure; provided, however, if the Authority is in good faith attempting to remedy said failure and is unable to do so within the 60-day time period, an additional 60 days shall be allowed.

Section 10.2. Remedies Not Exclusive; Non-waiver. No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the JPA Act, Chapter 29, or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive reimbursement for reasonable costs, expenses, outlays and attorney's fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the Authority and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 10.3. Limited Liability of the Authority to the Owners. Except for the collection of the Revenues and the observance and performance of the other conditions, covenants and terms contained herein or in the JPA Act required to be observed or performed by it, the Authority shall not have any obligation or liability to the Owners with respect to this Resolution or the preparation, authentication, delivery, transfer, exchange or cancellation of the Bonds.

Section 10.4. Action by Owners Upon Default. In the event the Authority fails to take any action to eliminate an Event of Default under Section 10.1 hereof, the Owners of a majority in aggregate principal amount of a Series of Outstanding Bonds may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under this Resolution, but only if such Owners have first made written request of the Authority, after the right to exercise such powers or right of action shall have occurred, and shall have afforded the Authority a reasonable opportunity either to proceed to exercise the powers granted herein or granted under law or to institute such action, suit or proceeding in its name and unless also, the Authority shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Authority shall have refused or neglected to comply with such request

Resolution #

Date:

Page 27

within a reasonable time. Any moneys recovered in such suit, action, mandamus or other proceedings shall be applied first to the payment of the reasonable costs and expenses of the Owners in bringing such suit, action, mandamus or other proceeding, including reasonable compensation to their agents and attorney.

SECTION 11. LOAN AGREEMENTS.

Section 11.1. Approval of Loan Agreements. The Loan Agreements proposed to be entered into by and between the County and the Authority, in the form on file in the office of the Authority Secretary, are hereby approved. Each of the Chair of the Authority Board and the Vice Chair of the Authority Board (each, an "Authorized Officer") is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Loan Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof); provided, (i) only one (1) Loan Agreement shall be executed with respect to each Series of Bonds, and (ii) a Loan Agreement with respect to a Series of Bonds shall be executed only to the extent a Purchase Agreement for such Series of Bonds has been executed by the Authority in accordance with the requirements set forth in Section 12.7(d). The authorization and powers delegated to such Authorized Officers pursuant to this Section 11.1 shall be valid for a period commencing from October 1, 2018 through, and including, March 31, 2019.

SECTION 12. MISCELLANEOUS.

Section 12.1. Partial Invalidity. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional, unenforceable or invalid, such judgment shall not affect the validity of the remaining portions of this Resolution. The Authority Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution or the application thereof to any person or circumstance, may be held to be unconditional, unenforceable or invalid.

Section 12.2. General Authorization. The officers of the Authority are hereby authorized and directed, jointly and severally, to do all acts and things which may be required of them by this Resolution, or which may be necessary or desirable in carrying out the issuance of the Bonds as provided by this Resolution and all matters incidental thereto, including, without limitation, to execute such agreements, certificates, receipts, opinions and other documents, and to deliver at the closing and delivery of the Bonds any and all of the foregoing as may be appropriate in the circumstances. All such acts and things heretofore done are hereby approved, ratified and confirmed.

Section 12.3. Personal Liability. The Authority or any officer, agent or employee thereof, shall not be individually or personally liable for the payment of the principal of or interest on

Resolution #

Date:

Page 28

the Bonds; but nothing herein contained shall relieve any such entity, officer, agent or employee from the performance of any official duty provided by law.

Section 12.4. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Resolution is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period after such date.

Section 12.5. Employment of Agents by the Authority. In order to perform its duties and obligations hereunder, the Authority may employ such persons or entities as it deems necessary or advisable. The Authority shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

Section 12.6. Disqualified Bonds. In the event of a later transfer of the Bonds in accordance with Section 12.7 hereof, in determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Resolution, Bonds which are owned or held by or for the account of the Authority or the County shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Fiscal Agent shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Fiscal Agent knows to be so owned or held shall be disregarded.

Section 12.7. Sale of Bonds to Purchaser; Transfer of Bonds; Purchase Agreement; Restrictions. (a) The Purchaser, as the initial Owner of the Bonds, has represented to the Authority that the Purchaser intends to hold the Bonds for its own account, for an indefinite period of time, and does not intend at this time to distribute, sell or otherwise dispose of the Bonds, or any portion thereof, to any third party.

(b) At the time of adoption of this Resolution, the Authority has not prepared, and does not intend to prepare, any offering document (in the form of an official statement or otherwise) with respect to the Bonds. The Authority has not made, and at this time does not intend to make, any continuing disclosure filings with state or national information repositories with respect to the Bonds.

(c) The transfer of the Bonds shall be restricted as set forth herein. With respect to any transfer of less than all of the then outstanding principal amount of the Bonds, the portion being transferred shall be equal to \$100,000 or greater in principal amount. No Bond (or any portion thereof) may be transferred and no such transfer shall be effective or recognized in the Registration Books, unless the Authority shall have received a letter from the proposed transferee in the form satisfactory to the Authority, which shall contain statements substantially to the following effect:

- (i) The transferee has received and reviewed copies of this Resolution. The transferee understands that (A) the Bonds are limited obligations of the Authority secured by and payable solely from Revenues as provided in this Resolution, (B) no other fund or property of the Authority or the County is liable for the payment of the Bonds, (C) none of the payment obligations with respect to the Bonds are secured by a pledge of any money received or to be received from taxation by the County or any political subdivision thereof, other than the Assessment Revenues securing the Loan Agreements pursuant to which the Revenues securing the Bonds will be paid, and (D) there is no reserve fund for the Bonds.
- (ii) The transferee has sufficient knowledge and experience in financial and business matters, including in the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of investing in the Bonds.
- (iii) The transferee acknowledges that Authority has not prepared any offering document with respect to the Bonds. The transferee, as a sophisticated investor, has made its own credit inquiry and analyses with respect to the Bonds. The transferee has assumed the responsibility for obtaining and making such review as the transferee has deemed necessary or desirable in connection with the transferee's decision to invest in the Bonds. The transferee's decision to invest in the Bonds did not rely on any information provided by the Authority or the County (or any representatives or agents of the Authority or the County) that is not in written form.
- (iv) The transferee has duly determined that (A) the transferee is legally authorized to purchase the Bonds, and (B) the Bonds are a lawful investment for the transferee under all applicable laws.
- (v) The transferee understands that (A) the Bonds have not been registered with any federal or state securities agency or commission or otherwise qualified for sale under the "Blue Sky" laws or regulations of any state, (B) will not be listed on any securities exchange, (C) will not carry a rating from any rating service, and (D) may not be readily marketable.
- (vi) The transferee is investing in the Bonds for its own account, and at the time of its purchase of the Bonds, and does not intend to distribute, resell or otherwise dispose of the Bonds.
- (vii) The transferee agrees that, in the event that the transferee decides to sell or otherwise transfer the Bonds, it shall require the new transferee to deliver to the Authority the letter required by this Section 12.7 as a condition precedent to the consummation of such transfer.

(d) The Authority shall enter into a purchase agreement (each individually, and collectively, the "Purchase Agreement") with respect to each Series of Bonds designated as set forth in Section 2.3 and determined in accordance with the parameters set forth in this paragraph. The Purchase Agreement proposed to be entered into by and between the Authority and the Purchaser, in the form

Resolution #

Date:

Page 30

on file in the office of the Authority Secretary, and the sale of the Bonds pursuant thereto upon the terms and conditions set forth therein are hereby approved; provided, however, that the form of the Purchase Agreement proposed to be entered into by and between the Authority and an Alternate Purchaser shall be approved by the applicable Alternate Purchaser Resolution. Subject to the following sentence, each Authorized Officer, acting singly, is authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver each Purchase Agreement in substantially said form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). With respect to each Purchase Agreement, each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the Authority to establish and determine the initial principal amount of each Series of Bonds; provided, (i) in accordance with Section 2.3, the aggregate initial principal amount of all Series of Bonds issued under this Resolution and originally purchased by a Purchaser other than an Alternate Purchaser shall not exceed the Authorized Principal Amount, and the aggregate initial principal amount of each Series of Bonds issued under this Resolution and originally purchased by an Alternate Purchaser shall not exceed the respective maximum aggregate initial principal amount specified in the applicable Alternate Purchaser Resolution, and (ii) in any calendar month, any and all such Series of Bonds issued shall be issued on the same Business Day and on only one Business Day each month, with the exception of the month of June in which month there may be two Bond Dates to permit that the Bond Date for any such Series of Bonds Issued for the month of July may fall within the last seven days of June to accommodate the Fiscal Year and such Bond Date shall be deemed the Bond Date for the month of July. The authorization and powers delegated to such Authorized Officers pursuant to this Section 12.7(d) shall be valid for a period commencing from October 1, 2018 through, and including, March 31, 2019.

(e) Upon satisfaction of subsection (c) above, any Bond may in accordance with its terms be transferred upon the Registration Books by the person in whose name it is registered, in person or by such person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed, in a form approved by the Fiscal Agent. Whenever any Bond shall be surrendered for such transfer, the Authority shall execute and the Fiscal Agent shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, Series, maturity or maturities and aggregate principal amount. The Fiscal Agent shall not be required to transfer, pursuant to this Section 12.7, either (i) any Bond during the period established by the Fiscal Agent for the selection of Bonds for redemption, or (ii) any Bond selected for redemption pursuant to Section 3.

Section 12.8. Waivers. So long as a Purchaser is the sole Owner as to a Series of Bonds, such Purchaser may waive any provisions of this Resolution with respect to such Series of Bonds, including but not limited to the provisions related to the redemption of Bonds or to the adoption of resolutions supplemental hereto.

Section 12.9. Effective Date. This Resolution shall take effect immediately upon adoption.

Resolution #

Date:

Page 31

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2018.

Chairperson

ATTEST:

Secretary

Resolution #
Date:
Page 32

Exhibit A

[FORM OF BOND]

Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee can bear the economic risk of investment in the Bonds and has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.

United States of America
State of California
County of Sonoma

REGISTERED
NUMBER [1]

REGISTERED
\$ _____

SONOMA COUNTY PUBLIC FINANCING AUTHORITY
SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM
CONTRACTUAL ASSESSMENT REVENUE [REFUNDING] BOND
SERIES 20__ -__ (TAXABLE)

BOND DATE: _____, [20__]

MATURITY DATE: September 2, _____

REGISTERED OWNER: Treasurer of the County of Sonoma, for and on behalf of the Sonoma
County Treasury Pooled Investment Fund

Under and by virtue of Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the Act, the Sonoma County Public Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority") hereby promises to pay (but only out of the Revenues (as such term is defined in the Resolution of Issuance (as hereinafter defined)) to the registered owner hereof, or registered assigns (the "Owner"), on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above in lawful money of the United States of America; and to pay interest thereon at a rate of interest determined pursuant to Resolution No. ____ of the Governing Board of the Authority (the "Resolution

Resolution #

Date:

Page 33

of Issuance”), adopted on _____, 2018, in like money. As used herein, the term “Record Date” shall mean, with respect to any Interest Payment Date (as hereinafter defined), the fifteenth day of the calendar month immediately preceding the applicable Interest Payment Date, whether or not such day is a Business Day (as defined in the Resolution of Issuance. Interest will be payable from the Interest Payment Date next preceding the date of authentication and registration of this Bond, unless one of the following applies: (i) if such date of authentication is an Interest Payment Date, then interest shall be payable from such date of authentication, (ii) except where clause (iii) is applicable, if the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, then interest shall be payable from such Interest Payment Date, or (iii) if the date of authentication is prior to the close of business on the first Record Date or if the Bond Date occurs after the 15th day of the calendar month immediately before the first Interest Payment Date, then interest shall be payable from the Bond Date. Notwithstanding the foregoing, if at the time of authentication of such Bond, interest is in default, interest on that Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment.

The principal of this Bond shall be payable on the Maturity Date. Interest on this Bond shall be payable semiannually on March 2 and September 2 (each an “Interest Payment Date”) in each year commencing on September 2, 2019. Principal of and interest on this Bond shall be paid by check of the Treasurer of the Authority (“Authority Treasurer” or “Fiscal Agent”) mailed on or before the Interest Payment Date by first class mail, postage prepaid, or upon satisfaction of certain conditions specified in the Resolution of Issuance, by wire transfer or any other method acceptable to the Owner, to the person whose name appears in the Registrations Books as the Owner of such Bond as of the 15th day of the calendar month immediately preceding each Interest Payment Date, to the address of that person on the Registration Books, provided that the payment of principal of the Bond on the Maturity Date and the payment of the principal of the Bond and any premium due upon the redemption thereof shall be payable upon presentation and surrender thereof at maturity or earlier redemption at the office of the Authority Treasurer in Sonoma, California.

This Bond shall bear interest until the principal amount has been paid; provided, however, that if at the Maturity Date, or if at the redemption date of any principal amount of this Bond which has been duly called for redemption as provided in the Resolution of Issuance, funds are available for the payment or redemption thereof in full accordance with the terms of the Resolution of Issuance, such principal amount shall then cease to bear interest.

This Bond is issued by the Authority under the JPA Act and the Resolution of Issuance for the purpose of providing funds to make a loan (the “Loan”) to the County of Sonoma (the “County”) to make disbursements to property owners for the cost of certain distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements, pursuant to the Sonoma County Energy Independence Program, established by the Board of Supervisors of the County pursuant to its Resolution No. 09-0271 under Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, commencing with Section 5898.10. The obligation of the County to make payments to the Authority of principal and interest on the Loan is a limited obligation secured only as set forth in the related Loan Agreement.

Resolution #

Date:

Page 34

This Bond is secured by the Revenues (as that term is defined in the Resolution of Issuance), including the moneys in the Series 20__ __ - __ Account of the Debt Service Fund, and is payable exclusively out of the Series 20__ __ - __ Account of the Debt Service Fund as provided in the Resolution of Issuance. This Bond and interest thereon are not payable from the general funds of the Authority or the County. Neither the credit of the County or the Authority nor the taxing power of the County is pledged for the payment of this Bond or the interest thereon, and no Owner of this Bond may compel the exercise of any taxing power by the County or force the forfeiture of any of its property. The principal of, and premium (if any) and interest on this Bond are not a debt of the County nor a legal or equitable pledge, charge, lien or encumbrance upon any of the property of the Authority or the County, or upon any of their income, receipts or revenues, other than the Revenues and the funds described in the Resolution of Issuance. The Authority has no taxing power.

This Bond is transferable by the Owner hereof, in person or by the Owner's attorney duly authorized in writing, at the office of the Fiscal Agent, subject to the terms and conditions provided in the Resolution of Issuance, including the payment of certain charges, if any, upon exchange, transfer, surrender or cancellation of this Bond. Upon transfer, a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity, and for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

The Fiscal Agent shall not be required to exchange or to register the transfer of Bonds during the fifteen days immediately preceding any Interest Payment Date or of any Bonds selected for redemption in advance of maturity.

The Fiscal Agent and the Authority may treat the Owner hereof as the absolute owner for all purposes, and the Fiscal Agent and the Authority shall not be affected by any notice to the contrary.

This Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to mandatory redemption and payment prior to maturity on any second day of March or September in any year from prepayments of assessments and subject to optional redemption and payment prior to maturity (i) on any date from monies on deposit and available for such purpose in an account of the Escrow Fund established in the Resolution of Issuance (the "Escrow Fund") and (ii) on the 15th calendar day of any month from any source of funds other than prepayment of assessments and moneys in the Escrow Fund by giving at least 30 days' notice of such mandatory or optional redemption, or other such shorter period upon the consent of the owners of any Bonds designated for redemption, by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest together with a premium equal to three percent (3%) of the principal amount or such lesser (or no) premium as may be determined in accordance with the Resolution of Issuance. Interest shall cease to accrue from and after the date of redemption.

Resolution #

Date:

Page 35

Additionally, this Bond or any portion of it in the amount of \$5,000, or any integral multiple thereof, or in such other denomination or denominations as determined by the Authority Treasurer in accordance with the Resolution of Issuance, is subject to optional redemption and payment prior to maturity on any date from moneys on deposit and available for such purpose in an account of the Escrow Fund by giving notice on the Redemption Date (unless waived pursuant to the Resolution of Issuance), by registered or certified mail, postage prepaid, or by personal service to the Owner hereof at the Owner's address as it appears on the registration books of the County and by paying principal and accrued interest, without premium. Interest shall cease to accrue from and after the date of redemption.

This Bond shall not be entitled to any benefit under the JPA Act or the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

[The remainder of this page is intentionally left blank.]

Resolution #

Date:

Page 36

IN WITNESS WHEREOF, the Sonoma County Public Financing Authority, California has caused this Bond to be signed by the Chair of its Governing Board and by its Secretary, all as of _____, 20__.

COUNTY OF SONOMA, CALIFORNIA

Chair of the Governing Board

Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution of Issuance which has been authenticated and registered on _____, 20__.

Treasurer of the
Sonoma County Public Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____

whose tax identification number is _____, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY	4
Section 1.1. Definitions.....	4
Section 1.2. Rules of Construction.....	9
Section 1.3. Authorization and Purpose of Bonds.....	9
Section 1.4. Equal Security	9
SECTION 2. THE BONDS	10
Section 2.1. Equality of Bonds, Pledge	10
Section 2.2. Collection of Assessments	10
Section 2.3. Issuance of Bonds	10
Section 2.4. Application of Proceeds of Sale of Bonds and Funds Received from the County	11
Section 2.6. Form of Bonds and Certificate of Authentication and Registration	12
Section 2.7. Execution and Authentication	13
Section 2.8. Registration of Exchange or Transfer	13
Section 2.9. Mutilated, Lost, Destroyed or Stolen Bonds.....	13
Section 2.10. Registration Books	14
Section 2.11. Validity of the Bonds.....	14
Section 2.12. Refunding of Bonds.....	14
Section 2.13. No Acceleration	14
SECTION 3. REDEMPTION OF BONDS	14
Section 3.1. Mandatory Redemption	14
Section 3.2. Optional Redemption	15
Section 3.3. Selection of Bonds for Redemption.....	15
Section 3.4. Notice of Redemption.....	15
Section 3.5. Partial Redemption of Bonds.....	16
Section 3.6. Effect of Notice and Availability of Redemption Price	16
SECTION 4. FUNDS AND ACCOUNTS	17
Section 4.1. Disposition of Bond Proceeds; Loan Fund	17
Section 4.2. Establishment of Bonds Debt Service Fund and Accounts	17
Section 4.3. Debt Service Fund.....	17
Section 4.4. Prepayment of Loans from Assessment Prepayments.....	18
Section 4.5. Application of Prepaid Loans	18
Section 4.6. Certain Procedures Upon Redemption.....	19
Section 4.7. Debt Service Fund Surplus	19
Section 4.8. Escrow Fund; Refunding Bonds	19
Section 4.9. Investments	20
SECTION 5. COVENANTS	20
Section 5.1 Punctual Payment.....	21
Section 5.2. Limited Obligation; No Required Advances From Available Surplus Funds	21
Section 5.3. General	21
Section 5.4. Protection of Security and Rights of Owners.....	21
Section 5.5. Against Encumbrances.....	21
Section 5.6. Accounting Records and Statements.....	21
Section 5.7. Further Assurances	21

SECTION 6. FISCAL AGENT 22
Section 6.1. Fiscal Agent; Appointment and Acceptance of Duties 22
Section 6.2. Liability of Fiscal Agent 22
Section 6.3. Evidence on Which Fiscal Agent May Act 22
Section 6.4. Compensation 22
Section 6.5. Ownership of Bonds Permitted 22
Section 6.6. Resignation or Removal of Fiscal Agent and Appointment of Successor 23
SECTION 7. DEFEASANCE 23
Section 7.1. Defeasance 23
SECTION 8. SUPPLEMENTAL RESOLUTIONS 24
Section 8.1. Supplemental Resolutions Without Owner Consent 24
Section 8.2. Supplemental Resolutions with Owner Consent 24
Section 8.3. Notice of Supplemental Resolution to Owners 24
SECTION 9. ADDITIONAL BONDS 25
Section 9.1. Additional Series of Bonds 25
SECTION 10. DEFAULT 25
Section 10.1. Events of Default 25
Section 10.2. Remedies Not Exclusive; Non-waiver 26
Section 10.3. Limited Liability of the Authority to the Owners 26
Section 10.4. Action by Owners Upon Default 26
SECTION 11. LOAN AGREEMENTS 27
Section 11.1. Approval of Loan Agreements 27
SECTION 12. MISCELLANEOUS 27
Section 12.1. Partial Invalidity 27
Section 12.2. General Authorization 27
Section 12.3. Personal Liability 27
Section 12.4. Payment on Business Day 28
Section 12.5. Employment of Agents by the Authority 28
Section 12.6. Disqualified Bonds 28
Section 12.7. Sale of Bonds to Purchaser; Transfer of Bonds; Purchase Agreement; Restrictions 28
Section 12.8. Waivers 30
Section 12.9. Effective Date 30

EXHIBIT A – FORM OF BOND A-1

Governing Board:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors of the County Of Sonoma Authorizing The Sonoma County Treasury Pooled Investment Fund's Investment In And Purchase Of The Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), Approving As To Form And Authorizing The Execution And Delivery Of Bond Purchase Agreements In Connection Therewith, And Authorizing Certain Other Matters Relating Thereto,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. ____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, the County heretofore has established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local agency investment fund under the laws of the State of California (including without limitation Government Code Sections 53601 and 53635). The powers of the County Board with respect to the County Pool include the power to

Resolution #

Date:

Page 2

invest money for the benefit of the County and the other participants in the pool, and pursuant to Government Code Section 53607, the County has delegated its authority to invest or to reinvest County funds, including but not limited to the funds of the County Pool, to the Treasurer of the County (the "County Treasurer"); and

Whereas, each of the Bonds will have a maturity of at least 5 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the County Board has granted express authority to make that investment specifically; and

Whereas, pursuant to Government Code Section 53601, the County Board desires to provide express authority for the County Treasurer to invest the County Pool in and to purchase on behalf of the County Pool any series of Bonds issued pursuant to the Resolution of Issuance, including Bonds with a term of more than 5 years, all subject to the limitations set forth in the Resolution of Issuance and the requirements of Section 3 of this Resolution, and to approve the form of, and authorize the execution and delivery of one or more bond purchase agreements (each individually, or collectively, as the context may require, the "Purchase Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk").

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Findings; Specific Investment Authorization. The County Board hereby finds and determines that the County Pool's investment in, and purchase of, a portion or all of the Bonds, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the County Pool. In accordance with Government Code Section 53601, the County Board hereby grants express authority for the County Pool to invest in and purchase the Bonds, including but not limited to those Bonds with a term remaining to maturity in excess of 5 years.
3. Purchase Agreements. The County Treasurer, on behalf of the County Pool, shall enter into a Purchase Agreement with respect to each separate series of Bonds (designated as set forth in the Resolution of Issuance) to be purchased. The Purchase Agreements proposed to be entered into by the County Pool and the Authority, in the form on file with the Clerk, and the purchase of a portion or all of the Bonds pursuant thereto upon the terms and conditions set forth therein, are hereby approved. Subject to the provisions of Section 4 below, the Chair of the County Board, the Vice-Chair of the County Board, and, so long as the delegation of authority under Government Code Section 53607 is in effect, the County Treasurer (each, an "Authorized Officer"), acting singly, is authorized and directed, for and in the name and on behalf of the County Pool, to execute and deliver the Purchase Agreements in substantially said

Resolution #

Date:

Page 3

form, with such changes therein as may be requested by Bond Counsel and as the officer executing the same may require or approve, including such matters as are authorized by Section 4 hereof (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 3 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.

4. Terms of Purchase of Bonds. Each Authorized Officer, acting singly, is hereby authorized and directed to act on behalf of the County to establish and determine the aggregate principal amount of all series of Bonds to be purchased by the County Pool under this Resolution, which amount shall not exceed \$45,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, the Authority's Resolution No. 14-0109, the Authority's Resolution No. 14-0383, the Authority's Resolution No. 15-0094, the Authority's Resolution No. 15-0373, the Authority's Resolution No. 16-0068, the Authority's Resolution No. 16-0372, the Authority's Resolution No. 17-0130, the Authority's Resolution No. 18-0080, and the Resolution of Issuance, which have not been refunded.

5. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution and the Purchase Agreements, including but not limited to a certificate, investor letter, or such other document certifying as to the County and/or County Pool's qualifications as a purchaser of the Bonds, as appropriate, and any such actions previously taken by such officers are hereby ratified and confirmed.

6. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 4

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors Of the County Of Sonoma, State of California, Consenting To The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And The Purchase Of Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) By The Treasurer Of Sonoma County For And On Behalf Of The Sonoma County Water Agency,

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the "County Treasurer") the authority to invest or reinvest the

Resolution #

Date:

Page 2

funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 18-0080, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the "County Pool") as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the "Agency") invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the "Sinking Fund"), in the County Pool; and

Whereas, the Board of Directors of the Agency (the "Agency Board") has requested the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of the Agency's Resolution No. ____ (the "Agency Investment Resolution"); and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board has provided express authority and direction for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in accordance with the provisions of the Agency Investment Resolution; and

Whereas, the Agency Board has found and determined that that the County Treasurer's investment in, and purchase of, Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

Whereas, the Agency Board has sought the advice and consent of the County Board;

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Consent. The County Board hereby acknowledges the request for withdrawal and the express authority granted by the Agency to the County Treasurer pursuant to the Agency Investment Resolution and County Board hereby consents to the withdrawal and the investment in and purchase of Bonds by the County Treasurer for and on behalf of the Agency in accordance with the provisions of the Agency Investment Resolution. The County Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Bonds

Resolution #

Date:

Page 3

using moneys in the Sinking Fund, subject to the terms and conditions set forth in the Agency Investment Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency. Further, the County Board authorizes the County Treasurer to invest in and purchase Bonds on a basis which grants priority to purchases of Bonds for and on behalf of the Agency in accordance with the Agency Investment Resolution over purchases of Bonds for and on behalf of the County Pool.

3. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors Of The Sonoma County Water Agency Requesting The Withdrawal Of Funds From The Sonoma County Treasury Pooled Investment Fund And Authorizing The Sonoma County Treasurer To Use The Withdrawn Funds To Purchase Sonoma County Public Financing Authority's Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable)

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to Resolution No. _____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (collectively, the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Resolution #

Date:

Page 2

Whereas , pursuant to Ordinance No. 5037, the County Board has delegated to the Treasurer of Sonoma County (the “County Treasurer”) the authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury, and by its Resolution No. 18-0006, the County Board renewed its delegation of authority; and

Whereas, the County has heretofore established the Sonoma County Treasury Pooled Investment Fund (the “County Pool”) as a pooled local investment fund under the laws of the State of California; and

Whereas, the Sonoma County Water Agency (the “Agency”) invests its funds, including funds in the Warm Springs Dam Debt Service Sinking Fund (the “Sinking Fund”), in the County Pool; and

Whereas, the Board of Directors of the Agency (the “Agency Board”) desires that the County Treasurer withdraw funds in the Sinking Fund from the County Pool and use those funds to invest in and purchase Bonds for and on behalf of the Agency in accordance with the provisions of this Resolution; and

Whereas, each of the Bonds will have a maturity of 20 years from their respective dates of issuance, and Government Code Section 53601 provides generally that no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of 5 years, unless the legislative body has granted express authority to make that investment specifically; and

Whereas, the Agency Board desires to provide express authority for the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using funds available in the Sinking Fund in the County Pool in accordance with the provisions of this Resolution.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Request for Withdrawal and Specific Investment Authorization. The Agency Board hereby requests the County Treasurer to withdraw funds in the Sinking Fund from the County Pool and hereby grants express authority to the County Treasurer to invest in and purchase Bonds for and on behalf of the Agency using the withdrawn funds (including but not limited to determination of the applicable rate for such Bonds, pursuant to Section 2.3 of the Resolution of Issuance). Such request and authorization shall be subject to following:
 - a. Bonds eligible to be purchased are only those Bonds with a term remaining to maturity of 20 years that are issued pursuant to the Resolution of Issuance (“Eligible Bonds”).

Resolution #

Date:

Page 3

b. Moneys in the Sinking Fund shall only be withdrawn from the County Pool at the times and in the amounts needed for the purchase of Eligible Bonds, with the amount withdrawn and invested in the Eligible Bonds not to exceed \$15,000,000, less an amount equal to the original aggregate principal amount of any bonds issued pursuant the Authority's Resolution No. 09-0359, the Authority's Resolution No. 09-0689, the Authority's Resolution No. 09-1024, the Authority's Resolution No. 10-0324, the Authority's Resolution No. 10-0612, the Authority's Resolution No. 11-0135, the Authority's Resolution No. 11-0506, the Authority's Resolution No. 12-0144, the Authority's Resolution No. 12-0466, the Authority's Resolution No. 13-0117, the Authority's Resolution No. 13-0380, the Authority's Resolution No. 14-0109, the Authority's Resolution No. 14-0383, the Authority's Resolution No. 15-0094, the Authority's Resolution No. 15-0373, the Authority's Resolution No. 16-0068, the Authority's Resolution No. 16-0372, the Authority's Resolution No. 17-0130, the Authority's Resolution No. 18-0080, and the Resolution of Issuance, which have not been refunded. The Agency Board acknowledges that any withdrawal shall be at the market value of the County Pool as of the date of the withdrawal.

c. Principal of, and premium (if any) and interest on the Eligible Bonds shall be deposited in the Sinking Fund in the County Pool and shall not be reinvested in Eligible Bonds.

3. Finding. The Agency Board hereby finds and determines that the County Treasurer's investment in, and purchase of, Eligible Bonds using moneys in the Sinking Fund, subject to the terms and conditions set forth in this Resolution, is prudent under the general economic conditions and the anticipated needs of the Agency.

4. Effective Date. This Resolution shall take effect immediately upon adoption.

5. Transmittal. The Secretary of the Agency is hereby directed to file a certified copy of this Resolution with the County Treasurer and with the County Board for their advice and consent.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

Resolution #

Date:

Page 4

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving As To Form And Authorizing The Execution And Delivery Of Loan Agreements In Connection With The Sale And Issuance By The Sonoma County Public Financing Authority Of Its Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable), And Authorizing Certain Other Matters Relating Thereto

Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code; and

Whereas, the Governing Board of the Authority has determined pursuant to Resolution No. ____ (the "Resolution of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) and its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Refunding Bonds (Taxable) (collectively, the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, for the purpose of providing funds to make separate loans (a loan with respect to each series of Bonds) (the "Loans") to the County to make disbursements, pursuant to the SCEIP and the contracts governing the aforementioned contractual assessments, to property owners for the cost of Improvements, pursuant to and secured by the Resolution of Issuance in the manner provided therein; and

Whereas, in order to effect the issuance of the Bonds, the County desires to approve the forms of, and authorize the execution and delivery of, one or more loan agreements (each, a "Loan Agreement" and collectively, the "Loan Agreements"), the forms of which are on file with the Clerk of the County Board (the "Clerk"); and

Whereas, the issuance of the Bonds and the execution and delivery of the Loan

Agreements to provide funding for and in accordance with the SCEIP will provide significant public benefits to the citizens of the County in the form of more efficient delivery of the SCEIP to residential and commercial development within the County.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Loan Agreements. The Loan Agreements, proposed to be entered into by and between the County and the Authority, in the form presented at this meeting and on file with the Clerk, are hereby approved. Each of the Chairman of the County Board, the County Administrator, the Auditor-Controller-Treasurer-Tax Collector, and the Revenue & Debt Division Manager, or any of them, or their designee (each, an "Authorized Officer"), is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Loan Agreements in substantially said form, subject to the parameters in the Resolution of Issuance and with such changes therein as may be requested by Bond Counsel and as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof). The authorization and powers delegated to such Authorized Officers pursuant to this Section 2 shall be valid for a period commencing from the date of adoption of this Resolution through, and including, the last day of the first calendar month in which such last day occurs at least one hundred eighty (180) days after the date of adoption hereof.
3. Other Acts. The Authorized Officers and all other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, the SCEIP, and the Loan Agreements, and any such actions previously taken by such officers are hereby ratified and confirmed.
4. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin:	Rabbitt:	Zane:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

A Resolution Of The Governing Board Of The Sonoma County Public Financing Authority To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2018 In Connection With The Sonoma County Energy Independence Program Bonds

RECITALS:

A. Whereas, the Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments (the "Assessments") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code").

B. Whereas, the Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612, Resolution No. 11-0135, Resolution No. 11-0506, Resolution No. 12-0144, Resolution No. 12-0466, Resolution No. 13-0117, Resolution No. 13-0380, Resolution No. 14-0190, Resolution No. 14-0383, Resolution No. 15-0094, and Resolution No. 15-0373, Resolution No. 16-0068, Resolution No. 16-0372, Resolution No. 17-0130, Resolution No. 18-0080 and Resolution No. 18-_____ (collectively, the "Resolutions of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a "Loan" with respect to each series of Bonds and collectively, the "Loans") to the County pursuant to loan agreements (each, a "Loan Agreement" and

Resolution #

Date:

Page 2

collectively, the "Loan Agreements") for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

C. Whereas, the Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the "Purchaser") of every series of Bonds issued and outstanding pursuant to the Resolutions of Issuance (such collection of bonds being the "County Bonds"), with the exception of the Bonds sold to an Alternate Purchaser.

D. Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

E. Whereas, pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

F. Whereas, pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

G. Whereas, pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

H. Whereas, pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2017.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2018 for each series of County Bonds shall be three percent (3%) per annum.
3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2018 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.

Resolution #

Date:

Page 3

4. Other Acts. The Chair, the Vice Chair, and other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

5. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma To Determine The Interest Rate For The Interest Rate Period Beginning September 2, 2018 In Connection With The Sonoma County Energy Independence Program Bonds

RECITALS:

A. The Board of Supervisors (the "County Board") of the County of Sonoma, California (the "County") by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program (the "SCEIP") to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements (the "Improvements"), on properties in the County through the use of contractual assessments (the "Assessments") pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code").

B. The Governing Board of the Sonoma County Public Financing Authority (the "Authority") has determined pursuant to its Resolution 09-0359, Resolution No. 09-0689, Resolution No. 09-1024, Resolution No. 10-0324, Resolution No. 10-0612, Resolution No. 11-0135, Resolution No. 11-0506, Resolution No. 12-0144, Resolution No. 12-0466, Resolution No. 13-0117, Resolution No. 13-0380, Resolution No. 14-0190, Resolution No. 14-0383, Resolution No. 15-0094, Resolution No. 15-0373, Resolution No. 16-0068, Resolution No. 16-0372, Resolution No. 17-0130, Resolution No. 18-0080 and Resolution No. 18-____ (collectively, the "Resolutions of Issuance") to issue multiple series of its Sonoma County Public Financing Authority, Sonoma County Energy Independence Program, Contractual Assessment Revenue Bonds (Taxable) (the "Bonds") under and pursuant to Articles 1 through 4 (commencing with Section 6500) of the Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "JPA Act"), including the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 of the JPA Act, pursuant to and secured by the Resolutions of Issuance in the manner provided therein, for the purpose of providing funds to make separate loans (a "Loan" with respect to each series of Bonds and collectively, the "Loans") to the County pursuant to loan agreements (each, a "Loan Agreement" and

Resolution #

Date:

Page 2

collectively, the "Loan Agreements") for the County to make disbursements to property owners, pursuant to the SCEIP and the contracts governing the Assessments, for the cost of Improvements.

C. The Treasurer of the County of Sonoma, for and on behalf of the County Pool, and for and on behalf of the Sonoma County Water Agency, is the purchaser (the "Purchaser") of every series of Bonds issued and outstanding pursuant to the Resolutions of Issuance (such collection of bonds being the "County Bonds"), with the exception of the Bonds sold to an Alternate Purchaser.

D. Pursuant to Section 2.3 of the Resolutions of Issuance, the interest rate for the County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Resolutions of Issuance).

E. Pursuant to Section 2.3 of the Resolutions of Issuance, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for a series of Bonds upon expiration of each Interest Rate Period.

F. Pursuant to Section 2.2 of the Loan Agreements in connection with the County Bonds, the interest rate for the Loans in connection with County Bonds is three percent (3 %) per annum and is subject to change at the end of each Interest Rate Period (as that term is defined in the Loan Agreements).

G. Pursuant to Section 2.2 of the Loan Agreements, the Authority, the County and the purchaser of any series of Bonds may determine the interest rate for the Loans upon expiration of each Interest Rate Period.

H. Pursuant to Section 2.3 of the Resolutions of Issuance and Section 2.2 of the Loan Agreements, the Authority, the County and the Purchaser wish to establish at three percent (3%) per annum the interest rate for the Interest Rate Period beginning September 2, 2018.

Now, Therefore, Be It Resolved

1. Recitals. The above recitals, and each of them, are true and correct.
2. Interest Rate for Bonds. Pursuant to Section 2.3 of the Resolutions of Issuance, the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2018 for each series of County Bonds shall be three percent (3%) per annum.

Resolution #

Date:

Page 3

3. Interest Rate for Loan Agreements. Pursuant to Section 2.2 of the Loan Agreements the County Board hereby determines that the interest rate for the Interest Rate Period beginning on September 2, 2018 for each Loan Agreement in connection with the County Bonds shall be three percent (3%) per annum.

4. Other Acts. The Chair, the Vice Chair, and other officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

5. Effective Date. This Resolution shall take effect immediately upon adoption.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Semi - Annual Sonoma County Energy Independence Program Update

ERICK ROESER, PROGRAM ADMINISTRATOR
CAROLINE JUDY, GENERAL SERVICES DIRECTOR
JANE ELIAS, PROGRAM MANAGER

The 2017-18 Year Update

Challenge: Program Participation Impact

Goal: Improve Program Tools for Contractors and Applicants

Results: Launched New Community Financing Portal; Streamlined Online Access and Tools; Lowered Program Fees; Introduced Program Financing for New Construction

Sonoma County Energy Independence Program remains the “Platinum Standard” in PACE Financing



PACE financing continues to grow



Statewide oversight of 3rd party programs



SCEIP is the best PACE financing option



Using SCEIP is a win-win-win!



PACE Growth in
Sonoma

Program Challenge

- ❖ Number of Payoffs
 1. Lender Directive
 2. Realtors
 3. Fire Destroyed Properties
- ❖ More Competitors in the Marketplace
- ❖ Pre-fire/Post-fire changes

Program Challenge - Legislation



Not all PACE
Programs are the
same

- ❖ Department of Business Oversight
- ❖ Third Party Regulations
- ❖ Class Action Lawsuits



PACE Comparison

	CaliforniaFIRST	CA HERO	YGRENE	SCEIP
Property Types	Residential	Residential	Residential	Residential
Interest Rate	<ul style="list-style-type: none"> ▪ 5 yr - 6.75% ▪ 10 yr - 7.59% ▪ 15 yr - 7.99% ▪ 20 yr - 8.29% ▪ 25 yr - 8.39% ▪ 30 yr - 8.49% 	<ul style="list-style-type: none"> ▪ 5 yr - 6.75% ▪ 10 yr - 7.69% ▪ 15 yr - 8.15% ▪ 20 yr - 8.35% 	<ul style="list-style-type: none"> ▪ 5 yr - 6.75% ▪ 10 yr - 7.49% ▪ 15 yr - 7.85% ▪ 20 yr - 7.99% ▪ 30 yr - 7.99% 	<ul style="list-style-type: none"> ▪ 10 yr - 7.00% ▪ 20 yr - 7.00%
Fees (based on a \$25,000 assessment for 20 years)	\$30 annual fee; onetime fee of \$30 and onetime fee not-to-exceed 6.5% of project = \$1,600.00	\$25 annual fee; onetime fee of \$55 and onetime fee not-to-exceed 4.99% of project = \$1,247.50	\$62 annual fee; onetime fees of \$714; Underwriting fee = \$750.00	\$49 annual fee; onetime fees of \$174
Terms	5 to 30 years	5, 10, 15 or 20 year	5, 10, 15 or 20, 30 year	10 or 20 year
Eligible Improvements	Energy, Water, Renewable	Energy, Water, Renewable	Energy, Water, Renewable	Energy, Water, Renewable, New Construction
Prepayment Penalty	No	No	No	No



SCEIP is the best
PACE financing
option

Program Benefits

- ❖ Lowest Fees of Any Program
- ❖ Lowest Fixed Interest Rate
- ❖ Storefront/ Website
- ❖ Assigned Account Manager from Start to Finish
- ❖ Not a For-Profit Business
- ❖ Local Multiplier Effect

Program Survey Results



**Very or Extremely
Likely to Recommend
Program**

- ❖ 70% Response Rate
- ❖ 72% Extremely Likely to Recommend Program
- ❖ 20% Very Likely to recommend the Program
- ❖ Over 41% knew they had other PACE choices
- ❖ Nearly 40% used SCEIP because it was a local program and the financing terms



17/18 Fiscal Year

Bond Date	No. Queries	Applications Rec'd	Applications Withdrawn, Denied, or Returned	Applications Approved	Contracts Signed	Funded Residential	Funded Commercial	Funding Requests	Bonded Amount	Jobs Created
July	49	14	1	13	11	1	0	\$ 377,901.50	\$ 47,476.54	0.95
August	81	18	1	13	11	5	0	\$ 593,776.45	\$ 101,586.67	2.03
September	93	11	2	11	12	9	2	\$ 404,867.69	\$ 529,002.00	10.58
October	26	13	2	7	5	5	1	\$ 273,397.33	\$ 242,020.98	4.84
November	66	10	4	11	10	4	0	\$ 442,608.52	\$ 114,453.76	2.29
December	145	1	1	3	7	9	0	\$ 5,241.56	\$ 219,253.89	4.39
January	155	11	5	3	3	5	0	\$ 463,235.50	\$ 114,009.22	2.28
February	198	9	1	0	0	11	4	\$ 225,077.92	\$ 423,339.25	8.47
March	252	9	0	9	5	11	0	\$ 227,781.30	\$ 325,623.84	6.51
April	191	4	0	3	7	5	0	\$ 102,416.00	\$ 197,395.19	3.95
May	277	8	0	7	6	3	0	\$ 365,879.50	\$ 207,249.59	4.14
June	113	6	0	4	3	2	0	\$ 235,053.00	\$ 47,069.39	0.94
FY Total to Date	1,646	114	17	84	80	70	7	\$ 3,717,236.27	\$ 2,568,480.32	51.37
Overall Total to Date	37,688	3,411	777	2,687	2,603	2,416	74	\$ 119,337,080.06	\$ 79,680,161.42	1,593.60

2017-18 Accomplishments

Over the last year, the Program focused on making the application process more user friendly, delivering results quicker, and reducing costs. In addressing the housing crisis, the Program enabled existing legislation to allow the financing for new construction elements.

- ❖ Launched Improved Community Financing Portal
- ❖ Streamlined Online Access and Tools
- ❖ Lowered Program Fees
- ❖ Implemented Partial Payment Allowance
- ❖ Introduced Program Financing for New Construction





New Legislation

AB 2063

- ❖ Enrolled 9/4/2018
- ❖ Stricter Regulations for Marketplace Providers
- ❖ May drive increased business to SCEIP

SB 465

- ❖ Enrolled 9/7/2018
- ❖ Authorizes PACE Financing for Fire Hardening Measures on Existing Structures in High Risk Fire Areas
- ❖ Staff recommends evaluation of program impacts and report back in 2-3 months.

Requested Actions

1. Accept the Sonoma County Energy Independence Program update through fiscal year 2018.
2. Acting as the Board of Directors of the Sonoma County Public Finance Authority: Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, to fund the Sonoma County Energy Independence Program; and
3. Acting as the County Board of Supervisors: Adopt resolutions authorizing the Treasurer to invest in bonds issued by the Public Finance Authority and authorizing execution of various related agreements with the Public Finance Authority, including a bond purchase agreement and a loan agreement; and
4. Acting as the Directors of the Sonoma County Water Agency: Adopt resolutions withdrawing funds from the County Treasury Pool, and authorizing the withdrawn funds to be invested in Sonoma County Energy Independence Program bonds as a long-term Water Agency investment; and
5. Adopt resolutions and approve agreements with the County authorizing continued issuance and sale of revenue bonds, determination of the interest rate and loan of funds to the County, to fund the Sonoma County Energy Independence Program.

Discussion & Questions



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: Sonoma County Board of Supervisors

Board Agenda Date: September 18, 2018

Vote Requirement: 4/5 and Majority

Department or Agency Name(s): General Services Facilities and Management, Sheriff's Office

Staff Name and Phone Number:

John Brencic: 707-565-2847
Bryan Cleek: 707-565-1434

Supervisorial District(s):

Title: Main Adult Detention Facility Inmate Connector

Recommended Actions:

- A. Award a design build contract with Thompson Builders Corporation for the Main Adult Detention Facility Inmate Connector in the amount of \$9,085,658. (Majority)
- B. Adopt Resolution authorizing budgetary transfer within the Capital Projects FY 2018-19 Adopted budget in the amount of \$2,887,096 to provide a portion of the funds necessary for the Inmate Connector project. (Majority)
- C. Adopt Resolution authorizing the budgetary transfer of General Fund contingencies in the amount of \$1,166,112 to complete the total \$14,502,409 funding required for the Inmate Connector project. (4/5)

Executive Summary:

The recommended action authorizes award of a design/build contract and transfers the remaining funding necessary for the Inmate Connector Capital Project. The Inmate Connector provides a secure connection between the Main Adult Detention Facility and the new State courthouse through which inmates and staff will travel securely, segregated from the general public. The connector will originate at the holding cell location on the roof of the Main Adult Detention Facility and terminate below grade at the connecting point with the basement of the new State courthouse. Construction of the inmate connector will also entail work on and under the State courthouse property. This portion of the project will consist of relocating the existing Emergency Operations Center radio tower. The height of the new State courthouse will interfere with radio communication to the south, therefore relocation of the existing Emergency Operations Center radio tower is necessary. The conditions of the property sale agreement between the State and the County require the County to complete all work on the courthouse property by June 30, 2019, and transfer several parking lots to the State on or before that date.

Discussion:

The Governor's Budget included funding for the long delayed Sonoma County Courthouse on the county campus. The State's courthouse project necessitates an alternate means to transfer inmates from the Main Jail to court. Currently, 150 to 180 inmates are transferred daily to and from the Main Jail and the existing courthouse. In FY 14/15, two options were studied by the Sheriff's Office and General Services and presented to the Board of Supervisors for consideration. These included purchasing three new transport vehicles and hiring ten sworn officers or alternatively constructing a secure connection to the new courthouse. The initial costs of transporting inmates by vehicle was projected to be \$2.5 million with ongoing annual costs of \$1 million. The conclusion of these studies was that it would be more expensive to transport inmates by vehicle than to escort them in a new secure connection. The Board of Supervisors directed that staff proceed with design of a secure connection, thereafter described as the "Inmate Connector".

General Services was authorized by the Board of Supervisors to contract with Ross Drulis Cusenbery to develop various design options for the secured connector. General Services and the Sheriff's Office presented these design options to the Board of Supervisors on June 21, 2016. After review of the options, the Board of Supervisors approved General Services to contract with Ross Drulis Cusenbery to complete the bridging documents and move forward with a competitive solicitation to identify a contractor to create a secure connecting structure consisting of a bridge from the Hall of Justice/Main Jail leading to a tower (elevator/stair) which conveys below grade to an underground tunnel connecting with the new courthouse. The primary basis for design was safety, practicality, and cost efficiencies.

The project was placed on hold in January 2017 pending State funding of the new Court facility. The FY 18-19 Governor's Budget subsequently contained funding for the new Court. As agreed upon in the original property sale agreement, the County must vacate the 6.5 acres of campus property transferred to the Court by June 30, 2019. This requires that the County move expeditiously to progress the construction phase of this project. In addition to the land required for the new Court facility, the County sold the property where the old Fleet Facility is located and two parking lots. The transfer agreement requires the County to vacate property in phases ultimately resulting in the loss of 653 parking spaces. Plans are in process to identify alternate parking solutions and to reinvigorate the employee clean commute program in an effort to mitigate the loss of parking.

Construction of the new Court facility requires that the County relocate the Emergency Operations Communications tower. The Inmate Connector project includes scope to relocate the tower to a new location north of the Main Adult Detention facility. The tower will be designed and bid as a separate sub-project but part of the \$14.5M Inmate Connector project budget. The award to Thompson Builders does not include the tower relocation.

The County and the State have collaborated and are coordinating to ensure that all options for project timing and delivery have been explored and are synchronized.

Request for Qualifications and Proposals:

A Request for Qualifications was issued on April 23, 2018. Five firms were initially interested in the project and attended the mandatory site meeting held on May 1, 2018. These design-build firms included Sletten Construction, Thompson Builders, Roebbelen, Pankow Builders and Overaa

Construction. Out of the five firms only Thompson Builders and Roebbelen submitted responses to the Request for Qualifications. Both met all minimum requirements.

On June 8, 2018 a Request for Proposal was issued to Thompson Builders and Roebbelen. The Request for Proposal included the Bridging Documents and Specifications and Instructions with a Not To Exceed amount of \$9,085,658 including enhancements. Two confidential meetings have been held with each Design-Build Entity. The meetings give the candidates a chance to discuss their potential designs with the County and our design team. This also allowed them the opportunities to ask any questions about the design, bring up any issues, and discuss the overall schedule. Proposals from the design-build entities were received by the County on August 28, 2018.

Evaluation of Proposals:

The proposals have been reviewed by the four member County Selection Committee which included representatives from the Sheriff's Office and General Services. Points were awarded to each proposal based on design and construction experience, proposed design and design approach, project pricing and features, construction schedule, life-cycle costs over 30 years, and safety records.

Explanation of Proposals and Basis of Award:

Thompson Builders submitted a proposal using the design contained in the Bridging Documents with a guaranteed maximum price of \$9,085,658. Roebbelen Contracting developed a design that contained a tunnel leading from the new State courthouse to an elevator and stair tower that ties directly into the existing Main Jail without the need of the bridge component. The guaranteed maximum price as submitted by Roebbelen Contracting is \$16,143,145. The Selection Committee's evaluation resulted in final scores ranging from 86 - 79 points for Thompson Builders, and 56 - 50 points for Roebbelen Contracting with a maximum achievable score of 90 points. Based on price and qualifications the Selection Committee recommends Thompson Builders be awarded the contract as the design build entity. The County is required to vacate the state property by June 2019. Thompson Builders' project schedule indicated they would be able to meet the timeline.

CEQA:

The Inmate Connector is categorically exempt under Section 15301 of State of California CEQA Guidelines. The project is an alteration of the existing Main Jail facility complex which will add an appurtenant accessory structure to the Main Jail and the new Court facility, involving no expansion of use. See Attachment 5.

Prior Board Actions:

April 10, 2018: Approve design bridging documents, prepared by Ross Drulis Cusenbery Architecture dated January 15, 2017, for the Inmate Connector Project to connect the existing Main Adult Detention Facility to the proposed new state courthouse. Authorize the Director of General Services to release a Request for Qualifications and for Proposals for a design-build team to design and construct the Inmate Connector Project for an amount not to exceed \$9,085,658. Authorize delegated authority to the Director of General Services to pursue the most cost effective method of construction of the Main Adult Detention Facility Inmate Connector through either the County of Sonoma or Judicial Council of the State of California.

June 21, 2016: Authorize General Services to execute a task order with Ross Drulis Cusenbery Architecture for preliminary design services for the Inmate Connector through a Master Services Agreement contract in the amount of \$689,957. Selected design Option 1 (the bridge connector from the Hall of Justice to a tower (elevator/stair) which conveys to an underground tunnel to the new courthouse holding area).

June 10, 2014: The Board authorized a multi-year Master Services Agreement with Ross Drulis Cusenbery Architecture in an amount not to exceed \$500,000 per year.

November 15, 2011: Sale of approximately 6.86 acres of County Property to the State of California for the proposed, new state courthouse project, for an estimated aggregated purchase price of \$5,266,570.

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

A secure inmate transfer connector will enhance the safety and security of inmates, staff, and the general public by providing a secure, designated access to the new State courthouse. Additionally, the use of the corridor will conserve Sheriff staff and resources.

Fiscal Summary

Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	\$10,449,201		
Additional Appropriation Requested	\$4,053,208		
Total Expenditures	\$14,502,409		

Funding Sources

General Fund - Capital Fund	\$3,450,226		
Tobacco Securitization	\$7,956,412		
Courthouse Construction Fund	\$1,193,659		
Criminal Justice Construction Fund	\$736,000		
Contingencies	\$1,166,112		
Total Sources	\$14,502,409		

Narrative Explanation of Fiscal Impacts:

Funding was previously authorized by the Board of Supervisors and allocated as follows:

FY15/16 – \$4,648,311 General Fund and Courthouse Construction

FY16/17 – \$5,041,000 General Fund, Tobacco Securitization and Courthouse Construction

FY17/18 – \$759,890 General Fund and Courthouse Construction

The original total project cost estimated in FY 16/17 was \$12.8 million. The total project cost was escalated to \$13.4 million in FY 17/18, and again in FY 18/19 resulting in a final total project cost of

\$14,502,409. The total project cost includes design, construction, soil and groundwater mitigation, permits, special testing, inspections, project management, and contingencies (See attached budget spreadsheet for details).

Generally, cost escalation is driven by construction labor and materials price increases year over year. Costs are escalated based upon the State of California Department of Finance cost escalation plus a factor for local conditions. From FY 16/17 costs escalated 6% to FY 17/18, and then again 6% from FY 17/18 to FY 18/19.

The cost of construction included in the total project cost was estimated at \$7.5 million in FY16/17. This was escalated to \$8.3 million in FY 17/18 and finally to \$9,085,658 in FY 18/19. The guaranteed max price of \$9,085,658 does not require a project labor agreement because the cost of construction is below the \$10,000,000 limit.

The remaining funding requirement was described but not allocated during the FY 18-19 Capital Budget process. Staff propose utilizing funds from existing Capital Program accounts and contingencies as described in the attached resolution. Allocated funding from the designated Capital Program accounts will not impact current projects in process within the current Fiscal Year. Staff plans to conduct a comprehensive evaluation of program needs within the SETP program within the next year, and anticipates the Board will consider adopting the recommended plan to restore these otherwise unallocated program level funds in future budget years. The remaining funding shortage will be allocated from contingencies and is directly tied to the project cost increase from \$13.4 million in FY17/18 to \$14.5 million in FY18/19.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

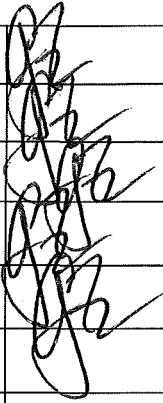
Attachments:

- Attachment 1: Copy of Bid Form from Thompson Builders Corporation
- Attachment 2: Project Budget
- Attachment 3: Resolution Inmate Corridor
- Attachment 4: Resolution Inmate Corridor #2
- Attachment 5: CEQA Categorical Exemption

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

- On File 1: Bridging Documents
- On File 2: Request for Qualifications

On File 3: Request for Proposals

Addendum Number 3	July 26, 2018	
Addendum Number 4	July 27, 2018	
Addendum Number 5	August 10, 2018	
Addendum Number 6	August 17, 2018	
Addendum Number 7	August 22, 2018	

- B. Proposer acknowledges receipt of Bridging Documents, as set forth in Document 005201 (Bridging Documents), Appendix 1, Article 1.
- C. Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
- D. Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005200 (Agreement), Article 5 and Document 007253 (General Conditions), Article 3.
- E. Proposer has given the Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bridging Documents or other Proposal Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the Owner is acceptable to Design-Build Entity.
- F. Proposer acknowledges that different methods will be used determine (1) the number of points that Proposer may receive on account of this Proposal; and (2) the exact scope of Work of Bridging Documents and associated Contract Sum. Proposer acknowledges that Proposer's ultimate scope of Work and associated Contract Sum (if it is awarded the Contract) may be different than any amount or specific combination of Work indicated in this Proposal.

1.5 SCHEDULE OF PROPOSAL PRICES

- A. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Bridging Documents for the following sums of money listed in the following Schedule of Proposal Prices, and to perform the Additive Enhancements included in Schedule 1-A and Voluntary Enhancements included in Schedule 1-B, respectively, attached hereto, for the sums of money specified therein.
- B. All Proposal items, including lump sums, unit prices and Enhancements, must be filled in completely. Certain Proposal items are described in Section 011100 (Summary of Work); others are described in Bridging Documents or elsewhere in Bridging Documents. Quote in figures only, unless words are specifically requested.

PART I – Base Project

ITEM	DESCRIPTION	TOTAL
1.	All Work of Bridging Documents	\$ 9,037,000
Total Base Price	Sum of Proposal Items (To receive 5 points, the Total Base Price must equal the Stipulated Sum of \$9,085,658)	\$9,085,658

PART II – Base Project Plus Enhancements

ITEM	ENHANCEMENTS	SUBTOTAL PRICES	TOTAL PROPOSAL ITEMS 1-6
2.	Additive Enhancements Nos. _____ (see Schedule 1-A)	\$ 13,632	
3.	Voluntary Enhancements Nos. _____ (see Schedule 1-B)	\$ 34,150	
Base Project Plus Enhancements Price	<p>Sum of Proposal Items 1, 2 & 3 (Total must equal the Stipulated Sum of \$9,085,658)</p> <ul style="list-style-type: none"> • The responsive Proposer whose Base Project Plus Enhancements is determined by Owner to be the overall Project that would provide the second greatest value to Owner will receive 5 points. • The responsive Proposer whose Base Project Plus Enhancements is determined by Owner to be the overall Project that would provide the greatest value to Owner will receive 10 points. • The responsive Proposer whose Voluntary Enhancements included in its Base Project Plus Enhancements are determined by Owner to provide the greatest utility, functionality, and overall best value to Owner, will receive 10 points. • The responsive Proposer whose Voluntary Enhancements included in its Base Project Plus Enhancements are determined by Owner to provide the second greatest utility, functionality, and overall best value to Owner, will receive 5 points. 		\$9,085,658

Note: Subtotal Prices for Proposal Items 2 and 3 *must* equal the sums of the Proposal Prices for the included Additive Enhancements and Voluntary Enhancements.

PART V – Contract Modification Rates For Architect / Engineers:

ITEM	DESCRIPTION	TOTAL
16.	Hourly Rates for Architects and Engineers	See Schedule V

Design-Build Entity represents that the foregoing rates do not exceed, and acknowledges and agrees that such rates may not exceed, the applicable personnel's regular rates for work and services on other California public entity projects. These rates shall remain fixed throughout the entire Project.

1.6 OWNER RIGHT TO REJECT THIS PROPOSAL

A. The undersigned understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion.

1.7 ACCEPTANCE OF THIS PROPOSAL

A. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 001119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Bridging Documents. Notice of Award

or request for additional information may be addressed to the undersigned at the address set forth below.

1.8 PROPOSAL SECURITY

A. The undersigned encloses a certified check or cashier's check of a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of \$908,566 made payable to the COUNTY OF SONOMA.

1.9 PRINCIPALS

A. The names of all persons interested in the foregoing Proposal as principals are:
(IMPORTANT NOTICE: If Design-Build Entity or other interested person (including any partner or joint venturer of any partnership or joint venture Design-Build Entity, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Design-Build Entity or other interested person is an individual, give first and last names in full).

Thompson Builders Corporation, Incorporated in California

President: Paul Thompson Secretary: Paul Thompson

Licensed in accordance with an act for the registration of Contractors, and with license number:

California Contractors License Number 626859

1.10 DESIGN-BUILD ENTITY SUBMITTING PROPOSAL

A. This Proposal is subject to the terms and conditions in Document 001119 (Request for Proposals), and is submitted by:

Thompson Builders Corporation

Design-Build Entity

By: Clayton Fraser

Title: Vice President, See attached Certification by Secretary of Corporate Resolution

NOTE: If the Design-Build Entity is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Design-Build Entity is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Design-Build Entity.

Business Address: 250 Bel Marin Keys Boulevard, Building A

Novato, California 94945

Telephone Number: (415) 456-8972

Fax Number: (415) 459-0665

E-Mail Address: claytonf@tbcorp.com

Date of Proposal: August 28, 2018



250 Bel Marin Keys Blvd.
Building A
Novato, CA 94949
Phone: 415.456.8972
Fax: 415.459.0665
General Contractor
tbcorp.com

Certification by Secretary of Corporate Resolution

At the meeting of the Board of Directors of Thompson Builders Corporation, a corporation organized and existing under the laws of the state of California, dully called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on July 6, 2015 at which quorum of the directors were present the following resolution was adopted to wit:

Resolved that a Lee Jones and Clayton Fraser are hereby authorized to sign contracts/agreements in the name of and on behalf of Thompson Builders Corporation.

I, Paul Thompson, Secretary of Thompson Builders Corporation do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on July 6, 2015 and that said resolution as not been revoked or rescinded.

In witness whereof, I have subscribed my name and affixed the seal of said corporation.

7/6/15

Date



Secretary

END OF DOCUMENT

7609 - Inmate Connector/7609A - EOC Tower

	Encumbered	Expenses	Budget	Balance	On Hand	Deficit
A/E Design Services	\$652,843	\$414,183	\$652,843	\$0	\$0	
Geotechnical Consultants	\$22,820	\$13,830	\$102,120	\$79,300	\$79,300	
CEQA		\$925	\$18,300	\$18,300	\$18,300	
Haz Mat Support	\$6,387	\$6,387	\$106,500	\$100,113	\$100,113	
Project Management	\$242,534	\$242,534	\$507,750	\$265,216	\$265,216	
County Counsel			\$122,000	\$122,000	\$122,000	
Travel Expenses	\$740	\$740	\$0	\$0	\$0	
Reprographics	\$1,343	\$1,343	\$39,650	\$38,307	\$38,307	
Incidental Support - Fac Ops	\$3,000	\$1,249	\$45,700	\$42,700	\$42,700	
Building Permit			\$213,500	\$213,500	\$213,500	
Fire Permit			\$54,900	\$54,900	\$54,900	
Storm Drain Connection Fee			\$42,700	\$42,700	\$42,700	
Special Tests and Inspections			\$152,500	\$152,500	\$152,500	
EOC Tower Relocation			\$1,332,876	\$1,332,876	\$1,332,876	
Construction Cost			\$9,085,658	\$9,085,658	\$5,032,450	-\$4,053,208
Haz Mat Sampling/Testing			\$152,500	\$152,500	\$152,500	
Haz Mat Abatement			\$213,500	\$213,500	\$213,500	
Soil Offhaul/Special Treatment Contingency			\$305,000	\$305,000	\$305,000	
Other Construction - Fac Ops			\$42,700	\$42,700	\$42,700	
Project Contingency			\$1,311,712	\$1,311,712	\$1,311,712	
TOTALS	\$929,667	\$681,191	\$14,502,409	\$13,573,482	\$9,520,274	-\$4,053,208



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Transfer within the Capital Projects 2018-19 Adopted Budget, In The
Amount of \$2,887,096.**

Whereas, the Board of Supervisors has adopted the Budget for Capital Projects, and

Whereas, the Government Code §29125 allows for transfers and appropriations revisions to the adopted Budget during the Fiscal Year, and

Whereas, the Government Code §29125 allows majority vote if transfers between budget units are within a fund and overall appropriations are not increased,

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby requested to accept the following budgetary adjustments:

Resolution #

Date:

Page 2

Fund	Department	Account	Amount
<u>Financing Sources</u>			
21625	40303400	47102	\$2,887,096
<u>Financing Uses</u>			
23006	40801500	54405	(\$2,167,096)
23006	40801500	57012	\$2,167,096
21619	40302800	54405	(\$200,000)
21619	40302800	57012	\$200,000
21623	40303200	54405	(\$520,000)
21623	40303200	57012	\$520,000
21625	40303400	54405	\$2,887,096

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Transfer from General Fund into the Capital Projects 2018-19 Adopted
Budget, In The Amount of \$1,166,112.**

Whereas, the Board of Supervisors has adopted the Budget for Capital Projects, and

Whereas, the Government Code §29125 allows for transfers and appropriations revisions to the adopted Budget during the Fiscal Year, and

Whereas, the Government Code §29125 allows majority vote if transfers between budget units are within a fund and overall appropriations are not increased,

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby requested to accept the following budgetary adjustments:

Resolution #

Date:

Page 2

Fund	Department	Account	Amount
<u>Financing Sources</u>			
21625	40303400	47102	\$1,166,112
<u>Financing Uses</u>			
10005	16021300	55011	(\$1,166,112)
10005	16020200	57012	\$1,166,112
21625	40303400	54405	\$1,166,112

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



NOTICE OF EXEMPTION

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 Fax (707) 565-1103

Sonoma County proposes to carry out the following project. Pursuant to Section 23A-11 of the Sonoma County Code, it has been determined that this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA):

Project Title: Main Adult Detention Facility Inmate Connector Corridor Project
Project Number: 7609
Lead Agency / County Agency of Filing: Sonoma County
Project Proponent (Applicant): Sonoma County General Services Department
Applicant Address: 2300 County Center Drive, Suite A200, Santa Rosa, CA
Project Location: 2300 County Center Drive, Suite A200, Santa Rosa, CA
Date of Approval: September 18, 2018
Exemption Filed With: Sonoma County Clerk

PROJECT DESCRIPTION:


The Sonoma County General Services Department is proposing to construct an inmate corridor connecting the Main Adult Detention Facility (MADF) to the new State Courthouse (construction to begin in early 2019, at the County center. Currently, inmates are walked between the two buildings in an elevated hallway. This new connector will provide a more secure way to transfer inmates between the two facilities. The project consists of an approximately 135' long and 41' high bridge, a 47' high tower, and an approximately 133' long and 15' deep tunnel, that will connect the third level of the MADF to the basement level of the new state courthouse. The project has been designed to save existing trees in the area, and exterior treatments to blend in with the existing MADF and proposed state courthouse.

REASON WHY THIS PROJECT IS EXEMPT:

The proposed project is categorically exempt under Section 15301 of the State CEQA Guidelines. It is a minor alteration of a public facility involving no expansion of use.

This Notice of Exemption is filed pursuant to the provisions of Section 15062 of the State CEQA Guidelines.

Contact Person:


Chris Seppeler
Senior Environmental Specialist
Permit and Resource Management Department
Natural Resources Division
(707) 565-8353

Project Proponent:


Caroline Judy
Director
General Services



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.)

Board of Supervisors

September 18, 2018

Vote Requirement: 4/5

Board of Supervisors

Supervisor Gore 707-565-2241

Fourth District

Home Rebuilds in "G" Geologic Hazard Area Combining District Minute Order

- (1) Approve a minute order resolution directing the Permit and Resource Management Department (Permit Sonoma) and County Counsel to:
 - a. Initiate the process to amend the General Plan and Zoning Code to specify that geologic reports are not required to rebuild single-family homes that were located in the "G" Geologic Hazard Area Combining District and destroyed in the Sonoma Complex Fires, and
 - b. Concurrently investigate the feasibility of obtaining a Governor's Executive Order under Government Code section 8571, to temporarily and immediately suspend geologic report requirements to facilitate rebuilding of single-family homes that were located in the "G" Combining District and destroyed in the Sonoma Complex Fires.
- (2) Approve a budgetary adjustment resolution authorizing use of contingency funds in an amount up to \$76,010 to cover associated Permit Sonoma and County Counsel staff time costs, should the Executive Order not immediately issue. (4/5 vote required)

Many owners of homes located in the "G" Geologic Hazard Area Combining District that were destroyed in the Sonoma Complex Fires are asking for relief from General Plan and County Code provisions, applicable only in the "G" District, that require submission of a geologic report for new construction. Approval of this minute order resolution will direct Permit Sonoma staff and County Counsel to initiate the process to bring forward for Board consideration General Plan and Zoning Code amendments that would allow reconstruction of destroyed single-family homes to proceed without geologic reports, and would authorize staff to concurrently investigate the feasibility of a temporary state-level solution to expedite relief to the affected homeowners. Under Government Code § 8571, during a state of emergency, the Governor may suspend any regulatory statute or regulation where Governor determines strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay

the mitigation of the effects of the emergency. If a state-level solution is obtained, the immediate need for general plan and zoning code amendments is expected to be removed. In that case, affected homeowners would be immediately relieved from the report requirement and staff would be authorized to suspend pursuit of general plan and zoning code amendments to the extent such amendments duplicate the effect of the executive order. However, future Board consideration of general plan or zoning code amendments related to geologic report requirements of the Geologic Hazard Area Combining District would not be precluded.

Discussion:

Fifty-six homes that were destroyed in the Sonoma Complex Fires are located in an area designated as a “G” Geologic Hazard Area Combining District. The “G” Districts are mapped locations in unincorporated Sonoma County that correspond to earthquake fault zones designated by the State Geologist pursuant to the state law Alquist-Priolo Earthquake Fault Zoning Act. Sonoma County General Plan Public Safety Element policies and Zoning Code section 26.70.030 require that prior to new construction in the “G” District, including reconstruction of fire-destroyed homes, applicants must submit a geologic report that describes the hazards and includes mitigation measures to reduce risks to acceptable levels. While the state law Alquist-Priolo Act also requires geologic reports for development projects in earthquake fault zones, it exempts single-family dwellings from the requirement. The Alquist-Priolo Act expressly permits cities and counties to adopt stricter requirements than in state law.

Geologic reports cost approximately \$15,000 per parcel. Four of the 56 affected properties had previously prepared geologic reports already on file, and of the remaining parcels only about 10 have completed the necessary on-site fault investigations.

In light of the cost and additional delay from the geologic report requirement, some of the affected “G” District homeowners are requesting that the County exempt their home reconstruction from the County’s geologic report requirement to align with the state law exemption for single-family dwellings. Time is of the essence for these homeowners, because they cannot obtain permits to rebuild until they submit geologic reports or are exempted from the requirement.

If approved, this item would give direction to Permit Sonoma staff and County Counsel to bring forward draft amendments to the General Plan and Zoning Ordinance to exempt reconstruction of burned homes in the “G” District from geologic report requirements. It would also authorize staff to investigate with the Governor’s Office and the State Office of Emergency Services the feasibility of an immediate Executive Order temporarily suspending the geologic report requirements. If the Governor immediately issues an Executive Order that duplicates the effect of the proposed general plan and zoning code amendments, then staff would be authorized to suspend present pursuit of those amendments. However, this would not preclude future Board consideration of general plan or zoning code amendments related to geologic report requirements of the Geologic Hazard Area Combining District applicable to rebuilding of single-family homes destroyed by the Sonoma Complex fires.

Prior Board Actions:

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

Fiscal Summary			
Expenditures	FY 18-19 Adopted	FY 19-20 Projected	FY 20-21 Projected
Budgeted Expenses	76,010		
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies	76,010		
Total Sources			
Narrative Explanation of Fiscal Impacts:			
<p>Permit Sonoma estimates that it would need to devote about 330 staff hours to this work over approximately the next four months. Staff time devoted to the “G” District legislative process and related work would result in an approximately four-month delay in planned work on the Local Coastal Plan update and the Airport Specific Plan. County Counsel will play an active role in the process, and its work is estimated to require 110 hours over approximately the next four months. County Counsel’s otherwise programmed legal support for the LCP and Airport Specific Plan will be delayed accordingly with Permit Sonoma’s delay on those projects. The fiscal impacts identified above were calculated based on 330 Permit Sonoma hours at blended rate of \$145/hour: \$47,850, and 110 County Counsel hours at \$256/hour: \$28,160, for a total of \$76,010.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
<p>A. Minute Order Resolution B. Budgetary adjustment resolution</p>			

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

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County of Sonoma

State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Budgetary Adjustments To The 2018-2019 Final Budget To Transfer Appropriation
From General Fund Contingencies In The Amount Of \$76,010 To The Permit And Resource
Management Department And County Counsel (4/5 Vote Required)**

Whereas, the Board of Supervisors has adopted a Final Budget for Fiscal Year 2018-2019; and

Whereas, the Government Code allows for adjustments to the Final Budget during the fiscal year; and

Whereas, the October 2017 Sonoma Complex Fires destroyed about 5,300 homes countywide, including approximately 2,200 homes in the unincorporated area of Sonoma County; and

Whereas, approximately 56 homes in the unincorporated area that were destroyed in the Sonoma Complex Fires were located in the "G" Geologic Hazard Area Combining District; and

Whereas, General Plan and Zoning Ordinance provisions that apply to parcels in the "G" District require applicants to submit a geologic report prior to decisions on any development project, including construction of a single-family home. The geologic report must describe the geologic hazards on the site and include mitigation measures to reduce risks to acceptable levels; and

Whereas, the geologic report requirement is a significant additional cost of rebuilding for owners of burned homes in the "G" District, who like many other Sonoma Complex Fires survivors are finding that their rebuilding budgets exceed insurance coverage limits; and

Whereas, by separate resolution the Board directed the Permit and Resource Management Department and County Counsel to initiate proposed amendments to the General Plan and Zoning Ordinance to exempt reconstruction of burned single-family

Resolution #

Date: September 18, 2018

Page 2

homes located in the "G" District that from geologic report requirements, while also seeking an Executive Order from the Governor to suspend geologic report requirements for rebuilds of single-family homes destroyed in the Sonoma Complex Fire;

Whereas, the process to bring forward General Plan and Zoning Ordinance amendments requires substantial investment of Permit Sonoma and County Counsel time over a period of months, including drafting of legislation, preparation of CEQA analysis and documentation, compliance with all state and local processing requirements, and multiple public hearings;

Whereas, the Board of Supervisors has identified current year estimated and unbudgeted costs of \$76,010 to bring forward draft General Plan and Zoning Ordinance amendments, options, and analysis for Board consideration;

Now, Therefore, Be It Resolved that the Board of Supervisors finds and declares that the Sonoma County Auditor-Controller-Treasurer-Tax Collector (ACTTC) is hereby authorized and directed to make the following budgetary adjustments:

\$47,850 to Permit Sonoma for an anticipated 330 hours staff time at a blended rate of \$145/hour; plus

\$28,160 to County Counsel for an anticipated 110 hours of staff time at \$256/hour.

Be It Further Resolved that if any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portion of this resolution.

Supervisors:

Gorin:

Rabbitt:

Zane:

Hopkins:

Gore:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: September 18, 2018

Item Number: _____
Resolution Number: _____

4/5 Vote Required

Minute Order Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Directing The Permit And Resource Management Department And County Counsel To Initiate Amendments To The General Plan And Zoning Code To Specify That Geologic Reports Are Not Required To Rebuild Single-Family Homes Located In The "G" Geologic Hazard Area Combining District That Were Destroyed In The Sonoma Complex Fires, And Authorizing Staff To Investigate The Feasibility Of Obtaining A Governor's Executive Order Temporarily Suspending Geologic Report Requirements For Home Rebuilds In The "G" District

The Permit and Resource Management Department and County Counsel are directed to bring forward proposed amendments to the General Plan and Zoning Code to specify that geologic reports are not required for reconstruction of single-family homes that were located in the "G" Geologic Hazard Area Combining District and destroyed by the Sonoma Complex Fires.

The Permit and Resource Management Department and County Counsel are concurrently authorized to investigate with the Office of the Governor of the State of California and the State Office of Emergency Services the feasibility of obtaining an Executive Order consistent with Government Code Section 8571 to immediately and temporarily suspend state and local requirements to submit geologic reports for reconstruction of single-family homes located in the "G" Geologic Hazard Area Combining District and destroyed by the Sonoma Complex Fire.

If the Governor issues an Executive Order duplicating the effect of the proposed General Plan and zoning amendments, then staff would be authorized to suspend present pursuit of such amendments. This action does not preclude future Board consideration of General Plan or zoning code amendments related to geologic report requirements in the "G" District.

Supervisors:

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.



Sonoma County Certificate of Compliance

REVIEW

FOR REVIEW BY THE BOARD OF SUPERVISORS

MEETING OF SEPTEMBER 18, 2018

Item #1 File: PLP18-0019

Applicant: Tom Berry

Owner: Glenn E. & Mary Louise Peniston TR

Staff: Gary O'Connor

Location: 11651 Brooks Rd. Sup. Dist.: 4th

APN: 086-090-005, -008 & 086-190-003

Zoning: RRD B6 100

Requested: 3 (three)

Size: Parcel 1: 14.75 acres +/-
Parcel 2: 42.12 acres +/-
Parcel 3: 5.9 acres +/-

Improvements: Parcel 1: None
Parcel 2: House
Parcel 3: None

Services: None

Approved: 3 (three)

Criteria: These parcels are considered legally separate as they were created by conveyance (grant deed or Government Patent) in which fewer than five parcels were created prior to March 1, 1967.

Parcel 1: Created by: Book 370 of Official Records, Page 455, SCR, recorded May 21, 1919

Reference Documents: None



Parcel 2: Created by: Book 209 of Official Records, Page 461, recorded March 18, 1904 (s'ly portion) and Book 304 of Official Records, Page 448, recorded November 7, 1912 (n'ly portion)

Reference Documents: Reference Documents: Book 2854 of Official Records, Page 711 (Parcel Map 4500, Book 218 of Maps, Page 35, filed February 28, 1975).

Parcel 3: Book 353 of Official Records, Page 108, SCR, recorded May 21, 1917
Reference Documents: None

Appeal Deadline: September 21, 2018





County of Sonoma
Permit & Resource Management Department

Sonoma County Planning Commission

ACTIONS

Permit Sonoma
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Date: September 6, 2018
Meeting No.: 18-11

ROLL CALL

Greg Carr
Todd Tamura
Komron Shahhosseini
Ariel Kelley
Cameron Mauritson
Pamela Davis, Chair

STAFF MEMBERS

Jennifer Barrett
Amy Lyle
Arielle Kohn, Secretary
Jennifer Klein, County Counsel
Sita Kuteira, County Counsel
Tim Ricard, Economic Development Board

PLANNING COMMISSION REGULAR CALENDAR

PC Item No.: 1
Time: 1:05 pm
File: PLP16-0011
Applicant: County of Sonoma
Owner: N/A
Cont. from: July 12, 2018 on Marketing Accommodations
Staff: Amy Lyle
Env. Doc: Exempt from the California Environmental Quality Act pursuant to Cal. Code Regulations, title 14, §§ 15301 (existing facilities), 15305 (minor alterations in land use limitations) and 15061(b)(3) (exempting activities where it can be seen with certainty that there is no possibility that the activity may have an adverse effect on the environment).

Proposal: Amend the zoning code to allow hosted rentals, agricultural farmstays and marketing accommodations in the three agricultural zones (LIA, LEA, and DA). Do not amend the General Plan to allow vacation rentals, but allow existing permitted vacation rentals to be recognized and run with the land with a minor use permit.

Location: Countywide
APN: Various
District: All
Zoning: Chapter 26, Articles 4, 6 & 8 (LIA, LEA and DA)

Action: **Commissioner Tamura** motioned to recommend approval of the revised standards for marketing accommodations to the Board of Supervisors. Seconded by **Commissioner Shahhosseini** and passed with a 3-2-0 vote.

Appeal Deadline: N/A
Resolution No.: 18-016

Marketing Accommodations Continued Item Vote:

Commissioner: Carr	No
Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Kelley	Aye
Commissioner: Davis	No

Ayes: 3
Noes: 2
Absent: 0
Abstain: 0

PC Item No.: 2
Time: 1:05 pm
File: ORD18-0003
Applicant: County of Sonoma
Cont. from: N/A
Staff: Amy Lyle
Env. Doc: The departments have determined that the project is categorically exempt from the California Environmental Quality Act under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the project will have no significant or physical effect on the environment; under Sections 15307 and 15308 as an action taken to assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment; and under Section 15321 as an action by an agency for enforcement of a law, general, rule, standard or objective administered or adopted by the agency. Additionally, the proposed actions are exempt from CEQA pursuant to the Business and Professions Code Section 26055(h) (MAUCRSA) because the adoption of this ordinance requires discretionary review of cannabis operations which will include applicable environmental review under CEQA.

Proposal: The Planning Commission will consider amendments to the zoning code related to the Cannabis Land Use Ordinance including a pilot program for centralized cannabis processing on agricultural land, the removal of a 24-notice for inspections, allowing adult use cannabis businesses only with a use permit, extending the term of use permits only, and other minor amendments. These items were introduced via discussion and public comment at the Board of Supervisors meeting held on August 7th. These modifications were not previously considered by the Planning Commission and have been referred back for consideration. If recommended by the Commission they will be on the Board of Supervisors' October 9th agenda, along with other previously recommended amendments.

Location: The Medical Cannabis Land Use Ordinance applies to agricultural, industrial, commercial, and resource zones within the unincorporated area of Sonoma County.

APN: Various
District: All
General Plan: All, except Coastal Zone

Action: **Commissioner Shahhosseini** motioned to recommend approval of the revisions to the Cannabis Ordinance to the Board of Supervisors with modified standards. Seconded by **Commissioner Tamura** and passed with a 4-0-1 vote.

Appeal Deadline: N/A

Resolution No.: 18-017

Vote:

Commissioner: Tamura	Aye
Commissioner: Shahhosseini	Aye
Commissioner: Mauritson	Aye
Commissioner: Davis	Absent
Commissioner: Carr	Aye

Ayes:	4
Noes:	0
Absent:	1
Abstain:	0