

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

TUESDAY

JANUARY 14, 2014

8:30 A.M.

(The regular afternoon session commences at 2:00 p.m.)

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	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 Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

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. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 28)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution recognizing youth tobacco prevention efforts in Sonoma County. (Third District)
2. Adopt a Gold Resolution proclaiming Katherine Hastings as the Sonoma County Poet Laureate for the years 2014 through 2015. (Countywide)
3. Adopt a Gold Resolution declaring the month of January 2014 as Eligibility Worker and Employment & Training Specialist Recognition Month. (Human Services/Health Services)

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution recognizing the Casa Grande 2013 Varsity Football Team for their record season and the extraordinary leadership of their coaches. (Second District)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

5. Authorize the Chair to execute an agreement with Pure Technologies U.S., Inc. to provide infrastructure inspection and related services on the Water Agency's water transmission system for the amount of \$313,500; agreement terminates on December 31, 2014. (First District)
6. Authorize the Chair to execute an agreement with JDH Corrosion Consultants, Inc. to provide cathodic protection design services for Santa Rosa and Russian River – Cotati Aqueduct in the amount of \$415,540; agreement terminates on December 31, 2018.
7. Adopt final action to determine that the execution of an Easement Agreement for a private pipeline crossing over the Water Agency's Wohler-Forestville Pipeline will not adversely affect the Water Agency in any respect and will not have a significant adverse effect on the environment; Authorize the Chair to execute an Easement Agreement conveying property rights to Silverado-Sonoma Vineyards, LLC, a California Limited Liability Company; and Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act. (4/5 vote required) (Fifth District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

8. Authorize the Auditor-Controller-Treasurer-Tax Collector to sign a two year contract with Bloomberg Finance, L.P. for \$90,000 to provide live access to the financial and investment markets for the purpose of investing funds held on deposit in the County Treasury.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY

(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

9. Adopt a Concurrent Resolution of the Board of Supervisors of the County of Sonoma and all Districts governed ex-officio by the Board of Supervisors renewing authorization for the County Treasurer to assume full responsibility for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the County Treasury.

BOARD OF SUPERVISORS

10. Adopt a Resolution supporting Social Advocates for Youth (SAY), and SAY's efforts to provide housing and services for homeless youth in Sonoma County.

GENERAL SERVICES / HEALTH SERVICES

11. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with Coddling Enterprises for the Department of Health Services Driving under the Influence Program office space 1250-1300 Coddington Center, Santa Rosa in order to: (1) extend the lease term through September 30, 2014; (2) reduce the rental payments from \$15,123 per month (\$1.56 psf) to \$14,566 per month (\$1.50 psf); (3) specify maintenance and repairs to be performed by the landlord; and (4) provide for a \$10,000 allowance to be used by County, as needed for repairs and/or relocation expenses. (Third District)

HEALTH SERVICES

12. Accept update on Department of Health Services' applications for grant funding under the Investment in Mental Health Wellness Act of 2013; and Authorize the Director of Health Services to execute the Mental Health Crisis Facility Grant Application Certification and approve operational components and proposed funding sources under the grant.

HUMAN RESOURCES

13. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and Engineers and Scientists of California (ESC) for the period of January 14, 2014 through February 29, 2016.

HUMAN RESOURCES
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY

(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

14. Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 to establish the new classifications and salaries of Human Resources Analyst I – Project, Human Resources Analyst II – Project, and Human Resources Analyst III – Project, effective January 14, 2014; and adopt a Resolution amending the Department Allocation for the Human Resources Department to delete 1.0 Full Time Equivalent (F.T.E.) Senior Office Assistant and to add 1.0 F.T.E. Human Resources Technician, to delete a 0.5 F.T.E. Human Resources Analyst III and to add 1.0 F.T.E. Human Resources Analyst III – Project, effective January 14, 2014

INFORMATION SYSTEMS

15. Authorize the Chair to sign an amendment to the agreement with Signature Technology Group for Printer Maintenance Services to extend the contract for one year to January 23, 2015 for an amount not to exceed \$90,000 for the additional year, and a total contract amount not to exceed \$360,000.; and Authorize the Chair to sign an amendment to the agreement with Signature Technology Group for Data Equipment Maintenance to extend the contract for one year to January 31, 2015 for an amount not to exceed \$77,400 to cover the cost of an additional year, and a total contract amount not to exceed \$212,800.

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

16. Adopt Resolution approving the District’s participation in the Carl Moyer Grant Program for clean air programs and authorizing the Air Pollution Control Officer to: (1) annually file an application with the California Air Resources Board (CARB) for Carl Moyer Program funds through the statutory term of the program; (2) execute any funding agreements with CARB and other necessary actions to receive allocated funds through the statutory term of the program; (3) implement and expend the funds through a grant program in accordance with CARB guidelines, including the execution of grant funding agreements, subject to approval of County Counsel as to form; and (4) match the Carl Moyer funds received from CARB with local AB 923 funds, as may be required.

PERMIT AND RESOURCE MANAGEMENT

17. Adopt a Resolution upholding the Appeal (File No. ADA10-0005) and setting aside the December 16, 2010 Planning Commission decision (PC Resolution #10-039), on the grounds that the applicant (Novato Disposal Services, Inc.) has withdrawn its interpretation request and submitted a Use Permit modification application to allow the Board to more appropriately condition the project, on a 5.4 acre property located at 2543 Petaluma Blvd. South, Petaluma, APN 019-220-046 (formally 019-220-038), Second Supervisorial District. The public hearing on the proposed Use Permit modification is currently scheduled for February 11, 2014. (Second District)

CONSENT CALENDAR (Continued)

18. Adopt a Resolution to rescind existing Type I and Type II Williamson Act Contracts and authorize the Chair to simultaneously enter into a new Prime Land Conservation Contract for 31.31 acres requested by Elie Ouaknine for KOA Vineyards LLC; 150 Old Vine Lane, Windsor; APN's 066-280-028 and 066-280-044 (File No. AGP13-0024). (Fourth District)

REGIONAL PARKS

19. Authorize the Chair to execute a landscape management agreement between the County of Sonoma, Regional Parks Department and Sutter Medical Center of Santa Rosa Chanate Campus to provide landscape maintenance services for the period of January 1, 2014 through December 31, 2016 with a total revenue amount of \$93,168. (Third District)

SHERIFF'S OFFICE

20. Adopt a Resolution authorizing the Sheriff to accept and execute the Anti-Drug Abuse (ADA) grant award totaling \$151,625 for the grant period from October 1, 2013 through September 30, 2014 including any amendments or modifications that do not substantially change the material terms of the agreement.
21. Authorize the Sheriff to execute Amendment No. 1 to agreement for testing services with Law Enforcement Psychological Services, Inc. to increase the contract value to \$55,000 for the term of the agreement from July 1, 2012 to June 30, 2015.

TRANSPORTATION AND PUBLIC WORKS

22. Authorize the Director of Transportation and Public Works to execute an agreement with Christopher and Annie Desmond, totaling \$3,560,000 and any other documents required for purchase of conservation credit for mitigation related to Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project. (Fourth District)
23. Adopt a Resolution authorizing the Chair to accept Grant Deed, Grant of Easement deeds, Quitclaim Deed, and land for the Adobe Road Signal at East Washington Street Project; execute Right of Way Contracts-Public Highway, including payments totaling \$36,153, which include \$5,425 for severance damages; and other technical actions; lands of Radha Soami Society-Beas America (APN 136-070-043); Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray & Nelson (APN 136-060-056). (Second District)

APPOINTMENTS/REAPPOINTMENTS

(Items 24 through 28)

24. Appoint Evelyn Cheatham and Gustavo Mendoza, selected by the Mayor of Santa Rosa, to complete the balance of appointments to the Community and Local Law Enforcement Task Force. Appointments are for a one year term, expiring December 31, 2014. (County Administrator)

CONSENT CALENDAR (Continued)

25. Child Care Planning Council of Sonoma County - Membership –
- (A) Appoint Gloria Leifried, Angela Cuellar and Kellie Noe to the Child Care Planning Council of Sonoma County, for terms beginning January 1, 2014 and ending December 31, 2015.
 - (B) Re-appoint Debb Reece, Missy Danneberg, Nicole “Noel” Mitchell, Cathy Vaughn, Katie Welch, Carrie Anabo, Jynx Lopez, Rebecca Hachmyer, Cheryl Scholar, Heather Sweet-Krikac, Margie Vondrak, John Eberly, Susan Harvey and Tamara Larimore to the Child Care Planning Council of Sonoma County for two-year terms beginning January 1, 2014 and ending December 31, 2015.
 - (C) Change Member Seat Category Appointments for currently appointed members: From Community Seat to Child Care Consumer Seat - Melanie Dodson. From Discretionary Seat to Community Seat - Ofelia Ochoa-Morris, Stephen Zollman.
 - (D) Authorize the Director of Human Services to sign the required certification statement regarding composition of local Planning Council membership. (Human Services)
26. Appoint Carol T. Waxman, Bob Whitlock, and Albert Lerma to the Workforce Investment Board for a one year term ending January 14, 2015. (Human Services)
27. Appoint Regina Romona De La Cruz to the Commission on the Status of Women to a two year term beginning on January 14, 2014 and ending on January 14, 2016. (Third District)
28. Reappoint Gail Pardini Plass to the Advisory Council to Area Agency on Aging, Sonoma County for a two year term effective January 23, 2014 through January 23, 2016. (Fourth District)

IV. REGULAR CALENDAR

(Items 29 through 32)

HUMAN SERVICES

29. Accept Upstream Investments Progress Report and Next Steps for 2014-2016 and approve Upstream Investments recommendations for 2014-2016.

REGIONAL PARKS / PERMIT AND RESOURCE MANAGEMENT
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

30. Accept report on progress creating a Moorland Avenue neighborhood park and adopt a Resolution authorizing application for Housing Related Parks Grant toward acquisition and development of a park in the Moorland neighborhood. (Third and Fifth Districts)

BOARD OF SUPERVISORS

31. **10:00 A.M.** – Accept the report of the Project Labor Agreement (PLA) Ad Hoc Committee and adopt a Policy and Template Agreement for the use of PLA on future significant County construction projects.

BOARD OF SUPERVISORS

AND

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

32. Establish assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2014.

V. CLOSED SESSION CALENDAR

(Item 33 through 38)

33. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Hollie Lynette Clausen v. City of Santa Rosa, et al. Sonoma County Superior Court No. SCV 253041 (Govt. Code Section 54956.9(d)(1)).
34. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Ritter, et al. Sonoma County Superior Court No. SCV-252236 (Govt. Code Section 54956.9(d)(1)).
35. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Real Estate Negotiations – Name of Case: Cresta II – Location 3000 Porter Creek Rd., Santa Rosa 95404 APN: 079-090-012; Negotiator: William Cresta and Open Space District; Name of Case: McCullough II – Location: 2584 Mark West Springs Rd., Santa Rosa, CA 95404 APN: 028-060-064, -066 and -067; Negotiator: Robert Schepergerdes (Govt. Code Section 54956.8).
36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: Vanryckeghem v. Gullion, County of Sonoma, et al., SCV-254692 (Govt. Code Section 54956.9(d)(1)).
37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).
38. The Board of Supervisors, 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 In-Home Supportive Services Public Authority, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

VI. REGULAR AFTERNOON CALENDAR

(Items 39 through 43)

2:00 P.M. - RECONVENE FROM CLOSED SESSION

39. Report on Closed Session.
40. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
41. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Acts and Determinations of Landmarks Commission
 - e) Administrative Determinations of the Director of Permit and Resource Management
42. **RECONVENE TO CLOSED SESSION**
43. **ADJOURNMENTS**

NOTE: The next meeting will be held on January 21, 2014.

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

- 1. January 28th (PM) – UPE13-0065; Republic - Materials Recycling Facility, 500 Meacham Road, Cotati
- 2. February 4th (PM) – ZCE13-0003; General Plan Amendment/Zone Text and Zoning Database Changes
- 3. February 4th (PM) – PLP11-0042; 6445 Highway 12, Santa Rosa
- 4. February 11th (PM) – PLP02-0072 - Novato Disposal Service, 2543 Petaluma Blvd. South, Petaluma



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241

Supervisorial District(s):

Third

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution Recognizing Youth Tobacco Prevention Efforts In Sonoma County.

Executive Summary:

None.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):			
N/A			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution			
Related Items “On File” with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____
Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing Youth Tobacco Prevention Efforts In Sonoma County.**

Whereas, the health and well-being of our citizens is of primary concern for the County of Sonoma;

WHEREAS, tobacco use continues to be the number one cause of preventable death in the United States and each year over 500 Sonoma County residents die of cancer and heart disease caused by their smoking; and

WHEREAS, Studies show that nearly 90% of daily smokers started their habit before they were 18 years of age; and

WHEREAS, data from the most recent California Healthy Kids Survey showed that over 800 local youth smoked in the past 30 days; and

WHEREAS, Sonoma County students have studied tobacco issues, and have educated their peers and the community on how advertising and easy access to tobacco products impacts youth decisions to use tobacco products; and

WHEREAS, the students of Northern California Center for Well-being's Roseland University Prep's Project TRUE and Santa Rosa Health Centers' Teen Advisory Group were trained in PhotoVoice, created an educational exhibit for Sonoma County; and

WHEREAS, trained youth have the ability to positively affect the decisions of their peers and should be acknowledged as community role models and leaders.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County does hereby recognize students from the Project TRUE and Santa Rosa Health Centers' Teen Advisory Group as effective anti-tobacco advocates and champions for change.

Supervisors:

Resolution #

Date:

Page 2

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors (5th District)

Staff Name and Phone Number:

Supervisory District(s):

Supervisor Efren Carrillo, 565-2241

Countywide

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution proclaiming Katherine Hastings as the Sonoma County Poet Laureate for the years 2014 through 2015. (Countywide)

Executive Summary:

The Sonoma County Poet Laureate serves for a two year term. The Poet Laureate is a resident of Sonoma County, whose poetry manifests a high degree of excellence, who has produced a critically acclaimed body of work, and who has demonstrated a commitment to the literary arts in Sonoma County. The Poet Laureate participates from time to time in the official ceremonies and poetry readings inside and outside of Sonoma County.

The Poet Laureate Selection Committee is composed of representatives from each County Supervisory District, and from Sonoma State University, Santa Rosa Junior College, Sebastopol Center for the Arts, and the previous poets laureate. Each member of the panel has demonstrated a profound knowledge of and an active commitment to the life of poetry in our county.

Consistent with tradition, the Poet Laureate does not have a formal job description but develops a special project to promote poetry within the County. Organizers of various community events in Sonoma County may invite the poet laureate to participate in their events.

Previous Poets Laureate were:

Don Emblen, 2000-2001; David Bromige, 2002-2003; Terry Ehret, 2004 – 2005; Geri Digiorno, 2006-2007; Mike Tuggle, 2008-2009; Gwynn O'Gara, 2010-2011; Bill Vartnaw, 2012-2013

Prior Board Actions:			
Poet Laureates are named every two years.			
Strategic Plan Alignment:		Goal 4: Civic Services and Engagement	
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Reqd.	\$	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):			
None.			
Attachments:			
Gold Resolution			
Related Items "On File" with the Clerk of the Board:			
None.			



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing Katherine Hastings as Sonoma County Poet Laureate**

Whereas, Sonoma County is blessed with a wealth of artistic talent and countywide support of the Arts; and

Whereas, Katherine Hastings is recognized as a poet whose body of work manifests a high degree of excellence; and

Whereas, Katherine Hastings is a Sonoma County Resident who has demonstrated commitment to the literary arts as a poet, publisher and advocate for poetry; and

Whereas, Katherine's WordTemple Poetry Series brings nationally recognized poets to collaborate with Sonoma County poets, her WordTemple radio program, Arts & Lecture series and WordTemple Press all serve to sustain poets and promote awareness of poetry; and

Whereas, Katherine Hastings has distinguished herself as a poet of the highest caliber and has been chosen by a selection panel that includes a representative from each of the five Supervisorial Districts, Santa Rosa Junior College, Sonoma State University, Petaluma Arts Center, Sebastopol Center for the Arts, and the previous Poet Laureate; and

Whereas, the Poet Laureate will serve for two years, 2014-2015, with voluntary status by making herself available for events that are supportive of literary arts in general and poetry in particular.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors recognizes the selection of Katherine Hastings as Poet Laureate and expresses its appreciation to the Poet Laureate Selection Committee for bringing this aspect of arts to the people of Sonoma County.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kim Seamans, 707-565-2198

Supervisory District(s):

All

Title: Eligibility Worker and Employment & Training Specialist Recognition Month

Recommended Actions:

Declare The Month of January 2014 as Eligibility Worker and Employment & Training Specialist Recognition Month

Executive Summary:

There are over 200 Eligibility Workers, Employment and Training Specialists and related supervisors in Sonoma County.

Programs like CalWORKs, CalFresh, and Medi-Cal provide a safety net and a ray of hope for families who are facing economic hard times. Whether it is an adult newly eligible for Medi-Cal as a result of health care reform, a family that recently fell into unemployment, a homebound senior struggling to afford necessary medication, or a single parent trying to provide healthy food for their children, these programs offer vital services to meet the basic needs of the most vulnerable members of our community. Eligibility Workers (EW) and Employment and Training Specialists (ETS) are the public's connection to these vital programs. EWs and ETSs must be well-versed in a number of areas so that they can effectively provide benefits and answer the questions of the general public.

EWs in the Human Services Department process requests for benefits in person, via telephone interviews, by mail or online. In the Adult and Aging Division EWs are co-located with the In-Home Supportive Services (IHSS) Social Workers to facilitate eligibility for IHSS. In the Family, Youth and Children's Division they manage payments for over 500 youth in the foster care system. At SonomaWORKS, Employment and Training Specialists perform eligibility determinations and case management services.

EWs in the Department of Health Services, Behavioral Health Division assure that individuals in Sonoma County with mental health disorders are able to apply for needed benefits. To this end, the EWs provide outreach to homeless shelters and homeless service centers, the County detention facility, Brookwood Health Center, and acute psychiatric hospitals. EWs also work with the Access, Psychiatric Emergency,

and outpatient programs within the Department of Health Services to determine client eligibility for programs such as Medi-Cal, CalFresh (previously Food Stamps), General Assistance, Social Security, Short-Term Disability, and unemployment; and to advocate for Behavior Health clients when benefit issues occur.

EWs and ETSs provide feedback to the administrators of the (18-county) computer system which automates much of the functions of their work. They are the first staff to interact with evolving technology such as online applications through Benefits CalWIN, the California Health Benefits Exchange system CalHEERS, and Individual Voice Recognition (IVR) applications, often as formal participants in the consortium’s User Acceptance Testing.

Overall, EWs and ETSs from the Human Services Department and the Department of Health Services serve 84,000 individuals throughout Sonoma County in the course of their duties. Eligibility Worker and Employment and Training Specialist Recognition Month honors these employees for their dedication and commitment to their job and their community.

Prior Board Actions:

The Board has previously honored Eligibility Workers by declaring the month of January as Eligibility Worker Recognition Month

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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):

N/A

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Declaring The Month Of January 2014 As Eligibility Worker And Employment And Training Specialist Recognition Month.

Whereas, the Eligibility Worker and Employment and Training Specialist classifications were established to provide for more efficient service in determining eligibility for public assistance; and

Whereas, Eligibility Workers and Employment and Training Specialists interact with the public with professionalism, respect and compassion; and

Whereas, Eligibility Workers and Employment and Training Specialists are responsible for processing applications and managing caseloads while maintaining very high standards of job performance; and

Whereas, Eligibility Workers and Employment and Training Specialists are required to be well versed in many areas so that they can effectively provide services to public assistance recipients, foster care providers and the general public; and

Whereas, Eligibility Workers and Employment and Training Specialists in Sonoma County work with evolving technologies that allow the public to apply for benefits from their homes and communities; and

Whereas, Eligibility Workers and Employment and Training Specialists perform valuable service, it is important that all Sonoma County residents recognize the contribution they make to the community of Sonoma County;

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma do hereby proclaim January 2014 as Eligibility Worker and Employment and Training Specialist Recognition Month in Sonoma County and salute the fine record of service and achievement which these dedicated individuals have established in our county.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor David Rabbitt, 565-2241

Second

Title: Gold Resolution

Recommended Actions:

Gold Resolution Recognizing the Casa Grande 2013 Varsity Football Team for their Record Season and the Extraordinary Leadership of Their Coaches.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOGNIZING THE CASA GRANDE 2013 VARSITY FOOTBALL TEAM FOR THEIR RECORD SEASON AND THE EXTRAORDINARY LEADERSHIP OF THEIR COACHES

WHEREAS, the 2013 Casa Grande “Gauchos” Varsity Football Team stands on the threshold of going where no Casa Grande football team has ever gone before; and

WHEREAS, with a 13-1 record, the Gauchos have won more games than any other football team in the history of Casa Grande High School Football; and

WHEREAS, during Casa Grande’s current football season the team racked up an average 430 yards per game and 272 yards rushing per game; plus the team maintained a plus 30 turnover ratio, which was ranked 3rd in the state and 13th in the nation; and

WHEREAS, the team went on to achieve the title of North Bay League Championship in their decisive 42-13 victory over Montgomery High School on the Big House turf; and

NOW THEREFORE BE IT RESOLVED that the Sonoma County Board of Supervisors commends and recognizes the efforts of the entire team and especially North Bay League Player of the Year, JaJuan Lawson; Back of the Year, Johnn Porchivina; Kicker of the Year, Matt Abramo; and Defensive Player of the Year Miles Gardea; and

BE IT FURTHER RESOLVED that the Board of Supervisors recognizes the extraordinary leadership of North Coast League Coach of the Year, Trent Herzog and Assistant League Coach of the Year, Marcel Lawson, the entire coaching staff, community volunteers, family and fans of the team for making the 2013 record season one that will be remembered with pride in our County’s history.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Todd Schram / 524-1173

Supervisorial District(s):

First

Title: Water Transmission Pipeline Inspection and Assessment

Recommended Actions:

Authorize the Chair to execute an agreement with Pure Technologies U.S., Inc. to provide infrastructure inspection and related services on the Water Agency's water transmission system for the amount of \$313,500; agreement terminates on 12/31/2014.

Executive Summary:

This item requests approval for the Chair to execute an agreement with Pure Technologies U.S., Inc. (\$313,500 through 12/31/2014) for a water transmission pipeline inspection and assessment pilot study.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) provides high-quality drinking water to approximately 600,000 people in Sonoma and Marin Counties. The water transmission system consists of approximately 86 miles of underground pipeline extending from the Russian River near Forestville to Santa Rosa, Windsor, Cotati, Rohnert Park, Petaluma and the Sonoma Valley.

Construction of the transmission system started with the Santa Rosa Aqueduct in 1959. A majority of the transmission pipelines are bar-wrapped concrete cylinder pipe with the exception of the Sonoma Aqueduct which is mostly welded steel pipe. In October 2010, the first pipeline inspections since installation began. The inspected pipelines appear to be in good condition with mostly minor cracks and isolated areas of moderate cracks or small chips in mortar lining. Due to the age and signs of compromised integrity of the mortar lining at some locations, the Water Agency has initiated a comprehensive program to assess the condition of the overall transmission system.

The Water Agency requires these services because many of the water transmission system pipelines have been in continuous service for over 50 years and overall there is very limited data on pipeline

integrity. The Water Agency has inferred pipeline conditions based on visual inspection of pipe coupons retrieved from various installations of appurtenances as well as indirect observations of mortar-like debris accumulated in strainers at turnout meters and in storage tanks. Based on a review of this limited dataset, staff believes that some sections of the transmission system's aqueducts may have experienced degradation of their protective mortar lining.

For potable water systems, the implementation of a condition assessment program can be a complex operational and planning effort that balances providing essential services and assessing system vulnerabilities. The Water Agency is evaluating various technologies and platforms available from various consultants to develop an overall approach that considers the tradeoffs between the value of information gathered, disruption to service, the potential risk to system reliability, and project costs.

As part of the technology evaluation, the Water Agency entered into a separate agreement with AquaCoustic Remote Technologies on March 12, 2013 in the amount of \$55,000 with a term end date of March 31, 2014. For further evaluation, the Water Agency is entering into the proposed agreement described below.

SELECTION PROCESS

In June 2011, the Water Agency issued a Request for Qualifications to the following four firms:

1. Pure Technologies US, Inc., Columbia, Maryland
2. Echologics Engineering, Toronto, Ontario
3. AquaCoustic Remote Technologies, Vancouver, British Columbia
4. Simpson Gumpertz and Heger, Waltham, Massachusetts

Services to be provided were an assessment and evaluation of pipeline conditions in the Water Agency's potable water transmission system.

All four firms submitted Statements of Qualifications, and the following three firms were determined to be qualified:

1. Pure Technologies US, Inc.
2. AquaCoustic Remote Technologies
3. Simpson Gumpertz and Heger

The Water Agency staff used the following criteria to evaluate each firm: experience, professional qualifications, available equipment and resources to perform evaluation tasks specific to Water Agency infrastructure, and demonstrated ability to perform the work in accordance with good practices common to the industry. Pure Technologies U.S., Inc. (Consultant) was selected based on their specific expertise in assessing concrete cylinder pipe using their proprietary technologies. The ensemble of pipeline inspection sensors used by Consultant provides the most extensive and complete pipeline assessment of all qualified firms.

SERVICES TO BE PERFORMED

Under the proposed Agreement, Pure Technologies U.S., Inc., (Consultant) will perform two pilot study demonstration projects, one that evaluates the Oakmont Pipeline's interior conditions and internal pipe wall structural integrity, and a second that evaluates the Sonoma Aqueduct Pipeline for leaks and air

pockets. The first project will use 3D laser technology, a high-resolution Closed Circuit Television camera, and electromagnetics technology to assess internal pipeline and pipe wall conditions. The second project will use acoustic sensors attached to a free-floating ball that is released into the pipeline to assess locations of leaks and air pockets. Both projects include new technologies for the Water Agency and are small-scale pilot studies to test the feasibility of using these technologies as part of a comprehensive transmission system condition assessment program.

The cost of services will not exceed \$313,500; the term end date is 12/31/2014.

Prior Board Actions:

03/12/13: Approved agreement between Water Agency and AquaCoustic for Water Transmission Pipeline Inspection and Assessment. Cost \$55,000; term end 03/31/14

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future. This pilot study will assess potential pipeline condition assessment technologies to identify degrading sections of the water transmission infrastructure. The assessment will allow the Water Agency to prioritize investments in pipelines.

Water Agency Water Supply Goals and Strategies, Goal 3: Ensure that water will be available to customers at all times, including during short-term emergencies, such as earthquakes, and long-term challenges caused by extended droughts and global climate change.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 313,500	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 313,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 313,500	Total Sources	\$ 313,500

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$313,500 is from the Water Transmission System Fund. No additional appropriation is required.

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:			
N/A			
Related Items “On File” with the Clerk of the Board:			
Agreement (4 Copies)			

RW\FILESERVER\DATA\CL\AGENDA\AGREES\01-14-2014 WA WATER TRANSMISSION
ASSESSMENT_SUMM.DOCM

CF/60-64-21 PURE TECHNOLOGIES US, INC. (AGREE FOR WATER TRANSMISSION PIPES
INSPECTION AND ASSESSMENT PILOT STUDY)
TW 13/14-060 (ID 4874)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Anjenette Hayre / 521-1830

Supervisorial District(s):

All

Title: Aqueduct Cathodic Protection Design

Recommended Actions:

Authorize the Chair to execute an agreement with JDH Corrosion Consultants, Inc. to provide cathodic protection design services for Santa Rosa and Russian River – Cotati Aqueduct in the amount of \$415,540; agreement terminates on December 31, 2018.

Executive Summary:

This item requests approval for the Chair to execute an agreement with JDH Corrosion Consultants, Inc. (\$415,540; agreement terminates on December 31, 2018) for cathodic protection design services. The duration of agreement includes acquisition of right-of-way, easements, new utility drops and conducting through underground investigations of the proposed test station and well locations. The agreement also includes one year of monitoring and tuning of cathodic protection system after a contractor installs the systems.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency's (Water Agency) seven aqueducts were installed as early as 1968 to provide a reliable supply of naturally filtered drinking water from the Russian River water supply system to residents in portions of Sonoma and Marin counties. They range in size from 12-inch to 54-inch cement mortar lined, steel coated pipe. The Water Agency owns approximately 100 miles of pipeline that is mainly protected from corrosion using a galvanic cathodic protection system consisting of 32-pound to 60-pound magnesium sacrificial anodes connected directly to the pipeline. Cathodic protection is a method of corrosion control that utilizes anodes to interfere with the electrochemical reactions responsible for pipe corrosion. The anodes are consumed in the process of protecting the pipe. The typical useful life of the anodes is 30 years. The majority of the anodes were installed between 1968 and 1987. This type of sacrificial system is known as a galvanic cathodic protection system.

The Santa Rosa Aqueduct consists of approximately 83,100 feet (15.7 miles) of 36-inch to 42-inch

diameter cement mortar lined, steel coated pipe. The aqueduct extends from the water pumping facility on the west side of the Russian River, east to the Sonoma County Airport, south along the Northwestern Pacific Railroad tracks to downtown Santa Rosa then east along Sonoma Avenue to the steel water storage reservoirs at Spring Lake Park.

The Russian River-Cotati Aqueduct consists of approximately 94,000 feet (17.5 miles) of 30-inch to 48-inch diameter cement mortar lined, steel coated pipe. The aqueduct extends from the water pumping facility on the east side of the Russian River, south through western Santa Rosa adjacent to the Laguna de Santa Rosa, and finally to West Sierra Avenue in downtown Cotati.

The Water Agency has been conducting cathodic protection surveys and continuity testing on the aqueducts since 2002. The protection criteria used to determine whether a structure is adequately protected from corrosion is based on the National Association of Corrosion Engineers Standards. The testing results from the Water Agency's aqueducts indicate there has been a continued consumption of the anodes with a directly correlated reduction in protection:

Santa Rosa Aqueduct:
2009 – 24% protected
2008 – 56% protected
2002 – 90% protected

Russian River-Cotati Aqueduct:
2009 – 27% protected
2008 – 60% protected

The Santa Rosa and Russian River - Cotati Aqueduct's existing galvanic cathodic protection system is at the end of its estimated 30 year life. The Water Agency is recommending replacing it with an impressed current cathodic protection system with an estimated useful life of up to 50 years. This type of system works under the same principals as a galvanic system except that the anodes would be concentrated in approximately 20 well locations rather than in the existing 150 test stations along the 35 miles of aqueduct pipeline. This reduction would significantly decrease the maintenance costs of the annual drive and/or walk to take readings necessary to monitor the aqueducts. Another advantage is that the cost of a new impressed current cathodic protection system is estimated to be approximately half that of replacing the existing galvanic system. Therefore, upgrading to an impressed current cathodic protection system will provide the most efficient, longest lasting system at the lowest cost. Therefore, the Water Agency desires to employ the services of a consultant to design an impressed current cathodic protection system for both of the aqueducts.

The remaining five aqueducts are currently protected or is in the process of having an impressed current cathodic protection system installed as described below:

1. Sonoma Aqueduct – impressed current system installed in 2006
2. Madrone Aqueduct – protected by the Sonoma Aqueduct impressed current system
3. Petaluma Aqueduct – a consultant is currently designing an impressed current system
4. Oakmont Aqueduct - protected by the Sonoma Aqueduct impressed current system
5. Kawana Springs Aqueduct – pipeline and anodes installed in 2000.

SELECTION PROCESS

On October 25, 2012, the Water Agency issued a Request for Qualifications to the three engineering firms in the western United States that specialize in pipeline corrosion consulting:

1. Corrpro Waterworks Division, Glendale, Arizona
2. Farwest Corrosion Control Company, Hayward, California
3. JDH Corrosion Consultants, Inc., Concord, California

The responses were as follows:

1. JDH Corrosion Consultants was the only recipient who submitted a Statement of Qualification.
2. Farwest did not respond because they do not have licensed engineers on staff in their Northern California branch office.
3. Corrpro Companies was not interested in the project.

The Water Agency determined that JDH Corrosion Consultants met the minimum qualifications required. The following criteria was used to evaluate the firm: responsiveness to the work requirements (for example, understanding of local issues and regulations, site familiarity, experience with soil conditions in the project area), professional qualifications and overall performance commitment, and demonstrated ability to perform the work in accordance with best practices common to the industry. The Water Agency does not have the resources to perform the services under this agreement.

SERVICES TO BE PERFORMED

Under the proposed Agreement, JDH Corrosion Consultants (Consultant) will provide cathodic protection design services for the Water Agency’s aqueducts. Consultant services would include, but not be limited to, the following:

- 1) Furnish necessary engineering skills, services, labor, supplies, supervision, and material selection required to complete the design for the project.
- 2) Prepare a design report for the project which includes a map of proposed rectifier locations and test stations.
- 3) Conduct design meetings and prepare construction bid drawings, specifications, meeting agendas and minutes.
- 4) Conduct site surveys and mark locations in the field.
- 5) Conduct Underground Service Alerts for proposed test stations and cathodic protection well locations.
- 6) Pothole well and test locations showing underground utility conflicts in coordination with the Water Agency.
- 7) Assist Water Agency with bidding and construction services.
- 8) Conduct site surveys at 6 months and one year after the systems have stabilized to monitor system efficiency.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future. Invest in protecting water transmission pipeline from corrosion and reduce maintenance costs by decreasing the amount of man-hours required to maintain the

infrastructure.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 415,540	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 415,540
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 415,540	Total Sources	\$ 415,540

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$415,540 is from 675108-6140 Water Transmission fund. No additional appropriation is required.

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:

N/A.

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

Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 14, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

Fifth District

Title: Easement Agreement for Wohler-Forestville Pipeline Crossing

Recommended Actions:

Adoption of:

- a) determining that the execution of an Easement Agreement for a private pipeline crossing over the Water Agency's Wohler-Forestville Pipeline will not adversely affect the Water Agency in any respect and will not have a significant adverse effect on the environment;
- b) authorizing the Chair to execute an Easement Agreement conveying property rights to Silverado-Sonoma Vineyards, LLC, a California Limited Liability Company;
- c) authorizing the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act.

Executive Summary:

This agenda item is for adoption of the Sonoma County Water Agency (Water Agency) granting Silverado-Sonoma Vineyard a permanent easement for a private irrigation pipeline over the Water Agency's Wohler-Forestville Pipeline and to authorize the Water Agency's General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act. This item was originally presented on January 7, 2014.

HISTORY OF ITEM/BACKGROUND:

The Water Agency owns certain real property (APN 083-010-062) within which the Water Agency operates the Wohler-Forestville Pipeline (Water Agency Property). The Water Agency Property connects the Water Agency's Wohler Collectors to the Cotati Intertie Pipeline. The Cotati Intertie Pipeline is the primary water supply for southern Sonoma County and northern Marin County.

Silverado-Sonoma Vineyards LLC owns and operates vineyards adjacent to the Water Agency Property. Silverado-Sonoma Vineyards requested that the Water Agency allow them to construct a 21-inch diameter irrigation main across the Water Agency Property which would allow them to provide

irrigation water to properties owned by Silverado-Sonoma Vineyards. On February 19, 2010, the Water Agency executed a revocable license to allow for construction of the 21-inch diameter irrigation main (irrigation main) on the Water Agency Property. Silverado-Sonoma Vineyards is now requesting that the Water Agency grant a permanent easement allowing for maintenance of their existing irrigation main.

Section 9 of the Water Agency's enabling statute provides that the Board may convey right-of-way easements to any nonpublic person or corporation for adequate consideration upon a four-fifths vote, provided that the Board finds that the conveyance will not adversely affect the Water Agency in any respect. The conveyance must also be considered by the Board at two regularly scheduled Board meetings. Water Agency staff has worked with Silverado-Sonoma Vineyards to address engineering, operational, and maintenance concerns about the irrigation main crossing, which have been incorporated into the proposed easement to the Silverado-Sonoma Vineyards. Given these protections, Water Agency staff has determined that the Project will not adversely affect the Water Agency in any respect.

Water Agency staff requested that Silverado-Sonoma Vineyards provide an independent appraisal of the value of the easement rights required for Silverado-Sonoma Vineyard's irrigation main. The independent appraiser concluded that the value of the easement is One Thousand One Hundred and Sixty-Nine Dollars (\$1,169).

Water Agency staff estimates the staff cost required for preparation of the granting document (Easement Agreement), agenda transmittal packages, County Counsel review, and administrative processing costs etc. required for the Water Agency to grant Silverado-Sonoma Vineyards the easement to be approximately \$8,000. Including the appraised land value, Water Agency staff estimates that the adequate consideration for the granting of the easement agreement is \$9,169.

Prior Board Actions:

01/07/2014 Consideration to Delegate Authority to execute Easement Agreement.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This item supports the County's goal of economic and environmental stewardship by providing the necessary property rights for the operation and maintenance of an irrigation pipeline that benefits the long-term sustainability of Silverado Sonoma Vineyard improvements.

Water Agency Organizational Goals and Strategies, Goal 4: Ensure that organizational culture emphasizes information sharing and collaboration.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 9,169	Water Agency Gen Fund	\$ -0-
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 9,169
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 9,169	Total Sources	\$ 9,169

Narrative Explanation of Fiscal Impacts (If Required):

The value of the easement was appraised at \$1,169. Silverado-Sonoma Vineyards has agreed to pay the appraised amount and to reimburse \$8,000 of the Water Agency's staff cost for processing of the granting of easement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

None

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

Easement Agreement (4); Notice of Determination



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 Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Jonathan Kadlec 565-6124

Supervisorial District(s):

Countywide

Title: Approval of a two year contract with Bloomberg Finance L. P. in the amount of \$90,000

Recommended Actions:

Authorize the Auditor-Controller-Treasurer-Tax Collector to sign a two year contract with Bloomberg Finance, L.P. for \$90,000 to provide live access to the financial and investment markets for the purpose of investing funds held on deposit in the County Treasury.

Executive Summary:

Annually, the Sonoma County Board of Supervisors delegates the authority to invest and reinvest funds held on deposit in the County Treasury to the County Treasurer. The County Treasurer's primary responsibility is the safety, liquidity and then yield earned on the funds under its management. On a daily basis, Treasury staff is required to make investment decisions based upon the cash flow needs of its depositors, which includes the County, schools and special districts. In order to make those decisions staff must access relevant live financial market data in order to make the most informed investment decisions. Bloomberg Finance L.P. (Bloomberg) provides one of a kind online access to the domestic and international financial markets which enables staff to keep abreast of current and future economic trends and information, thus allowing them to make timely investment decisions. Bloomberg is also the exclusive platform used by the investment broker community to process the majority of all investment transactions initiated by Treasury staff thus making it an invaluable tool for the daily operation of the Treasury. Because there are no other comparable systems/products on the market a request for proposal process was not conducted.

Historically, the Assistant Treasurer has been the primary individual responsible for the daily Treasury investment activity and was the only person in the County with access to the financial market information provided through the Bloomberg system. Recently, the ACTTC hired a new Investment and Debt Manager who will also need to access to the financial markets through the Bloomberg system in order to perform the functions of the position. Treasury staff has negotiated a new contract with Bloomberg for the two year period from 1/1/2014 to 12/31/2015 in the amount of \$90,000 or \$3,750 per month. This represents a \$250 per month discount from their normal price of \$4,000. For the

remainder of fiscal year 2013-14 that represents an increase of \$10,500 over the existing annual cost of \$24,000 for a total of \$34,500. The additional operational cost is covered through an increase in the Treasury administration fee which is paid for from the interest earnings on Treasury investments. Staff hereby requests the Board's approval to authorize the Auditor Controller-Treasurer-Tax Collector to sign a new two year agreement with Bloomberg Finance, L.P. in the amount of \$90,000.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 24,000	County General Fund	\$
Add Appropriations Req'd.	\$ 10,500	State/Federal	\$
	\$	Fees/Other	\$ 34,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 34,500	Total Sources	\$ 34,500

Narrative Explanation of Fiscal Impacts (If Required):

The additional appropriations are paid from Treasury administration fees.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

- | |
|-------------------|
| 1. Draft Contract |
|-------------------|



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Cathy Patton 565-2073

Supervisorial District(s):

Countywide

Title: Authority to Invest & Reinvest Funds

Recommended Actions:

Approval of the Concurrent Resolutions of the Board of Supervisors of the County of Sonoma and all Districts governed ex-officio by the Board of Supervisors renewing authorization for the County Treasurer to assume full responsibility for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the County Treasury

Executive Summary:

On June 17, 1997, the Board of Supervisors enacted County Ordinance 5037, which delegates the authority of investing and reinvesting funds held on deposit in the County Treasury. The ordinance was based on California Government code 27000.1 that authorized the Board of Supervisors to delegate, by ordinances, to the County Treasurer its authority to invest and reinvest the funds of the County and the funds of other depositors in the County treasury and to sell or exchange securities. The County Treasurer then assumes full responsibilities for all transactions and expenditures related to the investment and reinvestment of funds on deposit in the Sonoma County Treasury until the Board revokes its delegation of authority by ordinance.

Government Code Section 53607 requires the Board of Supervisors to annually review, and by resolution renew, the authority of the County Treasurer to invest and reinvest funds of the County and other depositors.

Prior Board Actions:

Delegation is renewed annually each new year.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolution of the Board of Supervisors

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



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, Approval Of Resolution Authorizing The County Treasurer To Assume Full Responsibility For All Transactions And Expenditures Related To The Investment And Reinvestment Of Funds On Deposit In The County Treasury

Whereas, Ordinance 5037 dated June 17, 1997 authorized the County Treasurer of the County of Sonoma to invest and reinvest funds as provided by California Government Code Sections 27000.1 and 27000.3; and

Whereas, the Sonoma County Treasurer has been designated as the agent of the County with regards to investment of funds, to serve as fiduciary of the funds and be subject to the Prudent Investor Standard; and

Whereas, Government Code Section 53607 requires that this Board annually review and renew this delegation;

Now, Therefore, Be It Resolved that the Board of Supervisors, acting as the Governing Body of Sonoma County and as the Governing Board of Directors of the various districts listed above, hereby renews its delegation of authority for investments to the Treasurer of Sonoma County to invest and reinvest funds as provided by Government Code Section 27000.1 and 27000.3.

Supervisors:

Gorin:

Zane:

Carrillo:

Rabbitt:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Peter Rumble 565-3771

Supervisorial District(s):

All

Title: Resolution in Support of Social Advocates for Youth

Recommended Actions:

Adopt a resolution supporting Social Advocates for Youth (SAY), and SAY's efforts to provide housing and services for homeless youth in Sonoma County

Executive Summary:

Social Advocates for Youth (SAY) offers crisis, counseling, and community programs throughout Sonoma County for a diverse at-risk and high-needs youth through age 25. The population served includes children who have been physically, sexually or emotionally abused or who are at risk of abuse, runaway and homeless youth, transitional age youth (former foster youth and homeless young adults), youth at risk of gang involvement, young parents, youth seeking guidance in finding jobs and completing their education, and youth who may be struggling in their transition from teen to young adulthood.

The County, through Health Services, Human Services, Probation, and the Sheriff's Office contracted with SAY in FY 13-14 for approximately \$6.6M in services. Currently, SAY's administrative offices are housed at the Airport Business Park, with services, including housing, located at multiple sites in the County. Outcomes achieved by SAY in FY 12-13 include:

- A reduction of youth homelessness. 80% of the residents at Tamayo Village moved into permanent housing; 94% of the teens who stayed at our Coffee House Teen Shelter move into stable housing.
- Counselors and therapists helped 335 youth and families overcome depression, abuse, anger issues and more.
- 196 youth found and held jobs and paid internships..

SAY's most current project, the Dream Center, is planned for the former Sutter Warrack Hospital building at 2449 Summerfield Road in Santa Rosa, which Sutter Hospital donated. This donation saves

SAY millions of dollars in purchasing land and construction costs of a building. Prior to 2008, Sutter Medical Center of Santa Rosa operated a licensed 69 bed hospital in the Warrack Hospital building. In 2008, Sutter de-licensed the hospital and utilized the building for numerous functions including Employee Health Services, Perinatal Education, laboratory services, imaging services, integrative health and healing services, marketing and cancer educational classes. Currently, SMCSR has administrative, office, educational programs and medical services operating in the building.

SAY’s Dream Center will provide former foster children, youth ages 5-24 and their families with services in four core areas: affordable housing, job training and employment, educational support and health and wellness. The Center will also house SAY’s administration, which will move from the Airport Business Park, and low-cost counseling, youth employment services, affordable apartment-style housing, short term housing, family therapy, education programs and bilingual family advocacy. Additional office space will be rented to partners offering complementary services to youth. An attached memo dated August 8, 2013, provides additional information on SAY’s services and the Dream Center project.

To ensure the proposed project is acceptable and consistent with the surrounding community, SAY has conducted numerous public meetings, facility tours, and presentations. Public input has been considered and in some cases has been incorporated into the Dream Center plan. The County recognizes and respects the City’s role in reviewing land use decisions. To move forward with the project, SAY requires several actions by the City of Santa Rosa including: Rezoning of the land to Public Institutional District; Approval of a Conditional Use Permit; and Minor Design Review.

The attached Resolution is in support of SAY’s continued partnership with the County and their critical work in the community.

Prior Board Actions:

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

Fiscal Summary - FY 13-14

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:

Resolution
August 8, 2013 Memo

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

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County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, in Support of Social Advocates for Youth (SAY) and SAY's efforts to provide housing and services for homeless youth in Sonoma County

Whereas, Social Advocates for Youth offers crisis, counseling, and community programs throughout Sonoma County for a diverse at-risk and high-needs youth through age 25;

Whereas, Social Advocates for Youth has provide support and services to Sonoma County youth since 1971;

Whereas, the County of Sonoma relies on Social Advocates for Youth to deliver critical services for our Departments of Health Services, Human Services, Probation, and Sheriff's Office;

Whereas, Social Advocates for Youth have a track record of helping youth achieve positive outcomes, such as finding permanent stable housing, reuniting with family, develop job skills, and find employment;

Whereas, the proposed Dream Center will provide a valuable asset to Sonoma County youth and the community by providing wrap-around services, consolidating Social Advocates for Youth's administrative functions, and expanding youth housing capacity;

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors supports Social Advocates for Youth their work for our County's youth and community.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



Social Advocates for Youth

Social Advocates for Youth
Helping Sonoma County youth & families grow stronger

www.saysc.org

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Executive Director

Project Description
August 8, 2013

Property

Address: 2449 Summerfield Road, Santa Rosa, CA 95405
 Owner: Sutter Medical Center of Santa Rosa
 Known as: Warrack Hospital
 Assessor Parcel Numbers: ▪ 014-361-045; -050; and, -059 (to be transferred to SAY)
 ▪ 014-361-028; -029; -035; -037; -044; -057; and, -058 (to be retained by Sutter)
 Current General Plan Designation: Public/Institutional (PI)
 Current Zoning District: Planned Development (PD)

Existing Use

Prior to 2008, Sutter Medical Center of Santa Rosa (SMCSR) operated a licensed 69 bed hospital in the Warrack Hospital building. In 2008, SMCSR de-licensed the hospital and utilized the building for numerous functions including Employee Health Services, Perinatal Education, laboratory services, imaging services, integrative health and healing services, marketing and cancer educational classes. Currently, SMCSR has administrative, office, educational programs and medical services operating in the building. The building has been in continuous use during SMCSR’s ownership.

Requested Entitlements

1. Rezoning to Public Institutional District
2. Conditional Use Permit
3. Minor Design Review

Proposed Use

Social Advocates for Youth is proposing to develop the Social Advocates for Youth Dream Center (SAY Dream Center), a non-profit center for children, teens, youth, and young adults (ages 5-24) providing affordable housing, employment, education, and health and wellness services.

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Background on SAY

SAY Mission

Social Advocates for Youth, (SAY), is a local 501(c)3 non-profit organization with a 42 year history in providing hope, support, and opportunity to Sonoma County youth and their families. SAY is dedicated to creating and supporting a caring community where all children, teens, youth and families grow, thrive and succeed.

SAY History

SAY was founded in 1971 by four community leaders in response to concerns over the County’s lack of child abuse prevention and intervention services. These leaders took action to organize SAY because they believed our community has a responsibility to help



Sonoma County kids like foster children who become homeless when they turn 18 or teenagers who run away from abusive homes with nowhere to go and no one to turn to for help. These community visionaries, including Montgomery High teacher Andy Wahlstrom, Chief Probation Officer Bill Mulligan, Judge John Moskowitz, and Henry Trione believed it was wrong to criminalize kids who were running away from abusive homes. They believed our community needed to offer assistance to kids and youth in need who are living on the streets because they can't find a job, affordable housing or a safe home. In response to the need, Social Advocates for Youth was formed and began offering individual and family counseling to children, teens, youth, and families.

SAY Today

Over the past 42 years, SAY has intentionally developed services that are critical to the needs of Sonoma County's most vulnerable children, teens, youth, and families. They include three Core Areas of Action: **Housing, Counseling, and Jobs**. Annually, SAY serves over 2,000 Sonoma County children, youth, and families throughout Sonoma County at multiple sites as far north as Cloverdale and as far south and east as Sonoma Valley.

SAY helps children, teens, youth, and young adults between the ages of 5-24 years. The teens, families and young people SAY serves mirror the spectrum and diversity of Sonoma County's population. Some are from wealthy families and others from poor families. Some have college educated parents while others have no family at all or are foster children. They include children who have been physically, sexually or emotionally abused or teens that ran away from abusive homes, homeless youth, former foster youth and homeless young adults between the ages of 18-24 years who have been unable to afford housing or find employment. In the last Sonoma County countywide homeless count, 87% of the teen and homeless youth on Sonoma County streets were born or raised in Sonoma County.

SAY helps neighbors get under a roof, get counseling, and get a job. SAY services are a hand up, not a hand out.

SAY Current Housing

Dr. James E Coffee House Teen Shelter, Ripley Street in Santa Rosa (6 beds)

For the last 22 years, SAY has operated the Dr. James E Coffee House Teen Shelter providing Sonoma County's only runaway and homeless shelter for unaccompanied minors (ages 12-17). SAY keeps kids safe and off the street through the Coffee House Teen Shelter and our 24/7 Crisis Hotline.

- 90% of the youth who stay at the Coffee House Shelter are safely reunited with family.
- Last year, SAY stopped over 170 kids from running away from home through SAY's 24/7 Crisis Hotline.
- 68% of crisis calls result in a safe resolution without the caller needing to stay at SAY's shelter.



SAY's Street Outreach Program operates out of the Coffee House. The Street Outreach Program works to get youth and young adults out of encampments and into services around the county. The Street Outreach Program works with homeless youth on the street, visiting them where they are on the streets of our community, in order to build relationships of trust.

The Coffee House Teen Shelter also offers drop in services for 18-24 year old youth and young adults. This includes support with meals three times per day, and many donated supplies such as hygiene supplies, clothes, tents, and sleeping bags. These drop-in services will be provided out of the Coffee House Teen Shelter and will not be provided at the SAY Dream Center.

Mary and Jose Tamayo Village, Yulupa Avenue in Santa Rosa (25 beds)

For the last 8 years, SAY has operated the twenty-five bed Tamayo Village, offering Sonoma County youth and young adults (18-24) apartment-style, affordable housing with real world expectations. Tamayo Village operates as an apartment building where tenants pay affordable housing priced rent. Tamayo Village offers each tenant privacy and independence, yet access to support achieved by providing private rooms, but sharing kitchen/dining, recreation, and computer lab areas.

Tamayo Village specializes in helping former foster and homeless youth and young adults who want to secure permanent housing with a safe place to live, counseling, case management, job readiness training, adult mentoring, and independent living skills instruction. Tenants are engaged in finding employment or are employed, continuing their education and/or active in community service as part of their housing agreement. Each Tamayo tenant is required to meet weekly with their on-site case manager to review their Individual Transition Plan which establishes the tenants' goals to keep them focused on transitioning to permanent housing.

On-site Program Manager, Vocational Specialist, Facility Managers and Peer Facility Monitors make sure Tamayo Village's atmosphere is a safe and supportive, clean and sober living environment. Supported by the community and SAY staff, tenants help each other to become independent, community involved young adults.

- 80% of the youth who live at the Tamayo Village successfully move to safe and stable housing.
- 95% of the tenants at Tamayo Village were born or raised in Sonoma County.
- On average, Tamayo Village tenants transition to their own independent living situation within 18-24 months.

Tamayo Village has operated as a good neighbor in harmony with the surrounding community and is located within feet of the following vibrant mix of residential, public service, business, spiritual, school, and day care facilities:

- Montevilla Apartments- 20 feet (1600 Yulupa Avenue)
- Single family residences on Glacier Court- 25 feet
- Christ Church United Methodist & Nursery School/School Pantry- 79 ft (1717 Yulupa



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Page 4 of 11

- Avenue)
- City of Santa Rosa Fire Station #4- 118 ft (1775 Yulupa Avenue)
 - Church of Jesus Christ Latter Day Saints- 377 feet (1780 Yulupa Avenue)
 - Matanzas Elementary School- 495 feet (1687 Yulupa Avenue)

SAY's Tamayo Village neighbors cite how quite Tamayo Village is as a neighbor. There has been no gang activity, violence or crime in the neighborhood attributed to Tamayo Village.

Tenant Evaluation:

SAY staff evaluates potential Tamayo Village tenants through the program's arduous application and screening process. SAY evaluates the potential tenant's readiness and ability to complete the SAY program. Tenants must be clean and sober, nonviolent, not involved in criminal activities or gangs. SAY will now perform background checks on all tenants in compliance with Federal and State Laws and Social Advocates for Youth policy. Convicted sex offenders anyone convicted of other criminal offenses will not be allowed into SAY housing programs and declined as tenants at Tamayo Village. Tenants who violate the clean and sober policy face eviction and referral to drug or alcohol treatment providers. Youth seek help from SAY to move forward in their lives and set positive goals towards education, job placement and community involvement.

SAY Tamayo Village housing is not a drug treatment program or halfway house nor a place courts send juvenile delinquents or paroled criminals.

Stepping Stone, Russell Avenue in Santa Rosa (7 beds)

In 2013, SAY initiated a seven-bed facility on Russell Avenue in Santa Rosa specifically designed to assist Sonoma County's former foster children. Every year, approximately 40 Sonoma County foster children turn 18 and become immediately homeless. The State of California provides foster children on their 18th birthday with a \$300 check and the gift of homelessness because most are turned out of their housing by foster families. To address this induced homeless for former foster children issue statewide, California State Assembly Bill 12 was passed to provide former foster youth ages 18 – 21 with the opportunity to rejoin the foster care system for support.

The Stepping Stone facility is supported by state funding and provides former Sonoma County foster youth (18-21) who are interested in getting back into the foster care system of support under the legislation of California Assembly Bill 12. Stepping Stone is a pathway to success through temporary housing (up to 90 days) and support services that will help former foster care youth transition into a stable housing. The program includes a coordinated group intake and initial assessment, weekly case management, daily group check-ins, weekly peer community meetings, monthly Individual Living Plan and social worker meetings, and daily direct support services provided by SAY staff and partners over the 90 day program to address concerns and needs.



With only 7 beds, this facility alone will not meet the needs of the large number of foster children who find themselves homeless because they turned 18 and were unfortunate to have family circumstances which led to placement in foster care. Hopefully, the additional affordable housing at the SAY Dream Center will be able to assist with the space needed every year as Sonoma County foster kids turn 18 with the gift of homelessness.

Current Counseling

SAY's Counseling department represents the organization's historical core. In 1971, SAY was founded as a counseling based, child abuse prevention agency. For over four decades, SAY's counseling department has grown from a two room office serving a dozen teenagers, to a multi-site counseling service. SAY's Counseling department assists children, teens, youth, young adults (5-24), and their families who are referred by many sources including Sonoma County Human Services Department Family, Youth, & Children's Division, school personnel and MediCal.

Current Job Services

SAY leads a five agency countywide youth employment and education consortium called YouthLink. Housed at SAY's 3440 Airway office, YouthLink is a part of the Sonoma County Youth Ecology Corps (SCYEC) program. SCYEC is a jobs, workforce training and ecosystem education program aimed at employing youth and young adults while teaching them about environmental stewardship. The SCYEC provides youth and young adults paychecks, valuable work experience, environmental education, and the opportunity to contribute to their community through ongoing outdoor experiences. The coalition of groups who support the SCYEC include the Sonoma County Workforce Investment Board (WIB), the Sonoma County Human Services Department, the Sonoma County Water Agency, the Sonoma County Office of Education, the nonprofit New Ways to Work, over 60 project hosts, and contracted youth agencies, including SAY.

- 660 kids become job ready each year through training at the SAY-led Sonoma County YouthLink Employment Centers, offering tutoring, study skills and instruction, summer employment opportunities, occupational skills training, leadership development and adult mentoring opportunities.

- SAY found summer jobs for over 170 young people in 2012 through the Sonoma County Youth Ecology Corps.

Based on the 2013 Sonoma County Homeless Youth Count, 46% of the 1,128 teens and young adults on the streets of Sonoma County stated the most important need they had was support with job readiness skills, resume preparation, securing employment, and keeping a job. These current SAY job programs and services would move to the SAY Dream Center.

The City of Santa Rosa Measure O funded Esperanza Resource Center which provides job assistance, educational support, social activities, educational field trips, community service opportunities, work experience for teens, youth and young adults (14-24). Esperanza staff utilize a collection of Sonoma County Upstream Investments aligned,



evidence based practices (i.e., Tackling Tough Skills, Girls Circle). Staff provides real world experience for youth by using visuals, competitive challenges and interactive activities. These methods allow participants to practice the skills they're learning. For example, in a workshop on how to communicate professionally, staff literally asks students to pick up the phone and make a phone call. Often skills such as this are taken for granted or overlooked, creating significant barriers for youth in achieving their goals. As a framework for engagement, Esperanza Resource Center employs a mentoring model to get and keep teens, youth, and young adults actively engaged in the program. These current job and employment skill programs would move to the SAY Dream Center.

The Esperanza Resource Center has two off-site locations which will remain located and operated at their current locations and will not be offered at the SAY Dream Center:

The Sunflower Garden:

The Sunflower Community Garden, located at 7th Street & A Street, downtown Santa Rosa, is a one-of-a-kind program within Esperanza Services, offering youth hands-on, outdoor work and volunteer experience. This program will remain located and operated from its current location. These services will not be provided at the SAY Dream Center.

Clean Slate Tattoo Removal:

The Clean Slate Tattoo Removal program, located at 751 Lombardi Court at the Santa Rosa Community Health Center helps former gang involved teens, youth, and young adults (14-24) remove gang related tattoos. This program will remain located and operated from its current location. These services will not be provided at the SAY Dream Center.

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Social Advocates for Youth Dream Center

SAY Tomorrow

SAY is proposing to develop the Social Advocates for Youth Dream Center (SAY Dream Center), a non-profit center for children, teens, youth, and young adults (5-24).

Project Description

Sutter Medical Center of Santa Rosa has expressed interest in donating the former Warrack Hospital building to Social Advocates for Youth. SAY's goal is to provide services including housing, employment, education, and health and wellness. The SAY Dream Center would be home to SAY administration as well as complementary non-profit partners.

New Housing

It is SAY's intent to house up to 63 youth and young adults (18-24) at the SAY Dream Center. The proposed 63 bed housing count represents 6 fewer beds than the former Warrack Hospital bed count of 69. This 63 maximum bed utilization will be phased in over the first three years of the project:

	Affordable Housing *	Short Term Housing **	Annual Total
Year 1	30	12	42
Year 2	35	12	47
Year 3	51	12	63

* 18 to 24 Month Stay ** 3 Month Stay

This three year phasing will require the rehabilitation of the existing structure that will involve limited new, predominantly interior, construction. All apartments will have tenants in Year 1. A select group of larger square foot apartments have been identified to house multiple tenants as the project is phased in Years 2 and 3.

New Affordable Housing

The majority of the beds (51) will be affordable housing apartment style living spaces, where tenants will sign a lease agreement and pay rent similar to Tamayo Village. Average length of stay per resident is 18-24 months. SAY will crosscheck all applying housing tenants against the Megan's Law registry for sex offenders as well as perform a background check on all tenants in compliance with Federal and State Laws and Social Advocates for Youth policy. SAY will screen each applicant to assess suitability for housing. It is the policy of SAY to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the project or on the quality of life for its residents or the community. SAY will operate the Dream Center affordable housing in the same manner as Tamayo Village requiring tenants to be clean and sober and engaged in SAY programs to secure employment, education, counseling and community service.



New Short Term Housing

Twelve (12) beds will be short-term (3-month) housing that would not require rent, but would require youth and young adults actively participate in SAY programs geared towards getting them into long-term stable housing (jobs, counseling, etc.). SAY staff will refer to the on line Department of Justice risk assessment (i.e., Megan's Law registry) and may engage the City of Santa Rosa Police Department to determine the given applicant's level of risk. On a case by case basis, SAY staff will use gathered data to determine if a given applying tenant is the right fit for SAY short term housing. SAY will not allow anyone convicted of a sexual crime to live on site. For short term housing tenants only, drug tests will be administered upon entry. SAY staff will use a contractor to run criminal background checks as well as registered sex offender report on all applicants. SAY will screen each applicant to assess suitability for housing. It is the policy of SAY to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the project or on the quality of life for its residents or the community. Factors to be considered in the screening process include a history of violent or criminal behavior towards people or property and drug related activities. SAY has a zero tolerance policy for drugs and will evict tenants who break SAY's drug and alcohol free policies.

All Short Term Housing intakes will occur off-site. Intake will occur at the Dr. James E Coffee House Teen Shelter and through the SAY Street Outreach Program. Intake will take place between the hours of 9:00 AM to 4:00 PM. Tenants will be accompanied by SAY staff to the Dream Center between the hours of 4:00 to 6:00 PM.

Existing Housing Services to remain in current locations

The Dr. James E Coffee House; the Mary & Jose Tamayo Village; and the Stepping Stone facility will remain and operate at their current locations.

Continue Jobs Services

SAY will continue to provide the homeless youth and young adults with job readiness skills, resume preparation, assistance in securing employment, life skills instruction, educational services, and counseling; and, will continue to partner with Sonoma County Upstream Investment-aligned, Tackling Tough Skills and Sonoma County Youth Ecology Corps.

Supportive Services

SAY support services (administration, counseling, etc.) will be moving to the SAY Dream Center. Other non-profit and governmental service providers and partners have also expressed an interest in offering supportive services. Below are organizations who have expressed interest in utilizing office space at the Warrack Campus.

United Way of the Wine Country: Though no official memorandums of agreement have been executed, United Way of the Wine Country is excited to see the potential of local nonprofits working together and sharing resources. Sharing meeting spaces, break-rooms and even parking, allows us to get to know our nonprofit partners better and



ultimately, allows us to make a greater financial investment into our community. We talk about collective impact, this is an example of putting words into action.

The Ceres Community Project: Though no official memorandums of agreement have been executed, Ceres is expected to create a satellite program of their Healing Meals for Healthy Communities program. This program would create and operate organic food gardens on-site and would utilize the existing commercial kitchen to operate a culinary vocational training program where youth would volunteer in the preparation of healthy organic meals delivered free of charge to low-income community members struggling with a serious illness. Youth will gain valuable life and work-ready skills and gain confidence and self-esteem through making a life-saving contribution to their community.

Seneca Center: Though no official memorandums of agreement have been executed, Seneca Center has expressed an interest in offering supportive services on-site. Seneca proposes to offer wraparound services in which the Wraparound Team will utilize a comprehensive assessment and analytical review process to develop a treatment and service plan to target each of the life domains in which a need exists. Services may include intensive home/community/school-based behavioral intervention, increasing frustration tolerance, relational/interactional skill-building, resource linkage, parent training and support, development and strengthening of natural supports, and family finding.

Expanded Education Services

SAY is proposing to expand its Educational Services at the SAY Dream Center by partnering with educational service providers such as the City of Santa Rosa Schools, the Santa Rosa Junior College and the Sonoma County Office of Education. SAY would not be establishing any school onsite. Rather the partner organizations will help SAY tenants through existing programs and developing new programs to assist youth with completing high school through GED, matching college courses with job skill interests and other career focused education programs offered offsite, online or through small group and individual tutoring programs.

Continued and New Health & Wellness Services

SAY's Counseling Department will move to the SAY Dream Center as well as maintaining its services at other locations to provide its current programs to hundreds of children, teens, youth, young adults (5-24), and their families at multiple sites throughout Sonoma County. These services will include counseling services for physical health and for nutrition.

Recreation

SAY will create and implement a comprehensive recreational program for its residents that will include "good neighbor" hours of operation where all outdoor activity ends before 9:00 PM. The program will be composed of in and out of building; and, on and offsite activities. A list of suggested recreational activities will be considered during the



design stages all of which will comply with City of Santa Rosa noise ordinances.

SAY Operations: Hours of Operation and Staffing Levels

Operations Schedule			
Department	Days of Operation	Hours of Operation	Number of Employees & other Non-Profit Staff
Administration	Monday - Friday	8AM - 6PM	12
Intake –Affordable Housing	Monday - Friday Saturday	9AM - 7PM 9AM - 12PM	4
Housing			
Affordable	Sunday - Saturday	24 hours/day	8
Short Term	Sunday - Saturday	24 hours/day	5
Employment	Monday - Friday, Saturday	9AM - 7PM 9AM - 12PM	5
Education	Monday - Friday, Saturday	9AM - 7PM 9AM - 12PM	3
Health & Wellness	Monday - Friday, Saturday	9AM - 9PM 9AM - 12PM	5

The maximum number of employees on site (requiring parking) at any one time will be forty-two (42)

All Short Term Housing intakes will occur off-site. Intake will occur at the Dr. James E Coffee House Teen Shelter and through the SAY Street Outreach Program. Intake will take place between the hours of 9:00 AM to 4:00 PM. Short Term Housing Tenants will be accompanied by SAY staff from the Coffee House Teen Shelter and arrive on-site at the SAY Dream Center between the hours of 4:00 to 6:00 PM. No intake will be allowed at the SAY Dream Center.



Annual Estimated Usage per Department

Based on current service usage rates and new housing services, the below table details expected annual usage rates for first 3 years of operations:

	Annual Unduplicated Usage			Notes
	Year 1	Year 2	Year 3	
Housing				
Affordable	30 - 32	38 - 40	51 - 54	Includes a 5% transition rate (turnover) for tenants moving out of the SAY DC
Short Term	35 - 40	48 - 53	48 - 53	90-day transition housing with turnover rate of 4+ times/year
Employment	290 - 420	290 - 420	290 - 420	Average, 1-3 visits per youth/yr.
Education	100 - 125	100 - 125	100 - 125	Average, 5-10 visits per youth/yr.
Health & Wellness	455 - 485	455 - 485	455 - 485	Average, 12-16 visits per child, teen, youth, family/yr.
Annual Users:	910 - 1,102	931 - 1,123	944 - 1,137	

The maximum number of visitors on site (requiring parking) at any one time will be fifteen (15)

In comparison, when the former Warrack Hospital was fully functional, it maintained a 69-bed operation. If the average stay in each bed was 3 days (a relatively high estimate considering it also provided emergency services), the hospital would have had an annual usage rate of 6,716 unique users (365 days/3 days per user X 69 users X 80% occupancy). The former Warrack Hospital had a significantly higher usage rate than the proposed SAY Dream Center.

Parking

- Resident parking: 6 parking spaces needed.
- Employee parking: 42 parking spaces needed.
- Visitor parking: 16 parking spaces needed.

Total parking needed: 64 spaces

Total parking provided: 64 spaces

Special Events

Special events may include a one-time ribbon cutting ceremony with 100+ guests, monthly open houses with 20-30 guests, quarterly all staff trainings with 75+ employees and guests, an annual Resource Fair with 100+ guests, and an annual State of the Youth conference with local service providers, legislators, and public/private partners including 100+ guests. Overflow parking for events with guests exceeding the available parking on site will be brought to the SAY Dream Center by bus from offsite parking areas.



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: Sonoma County Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services / Health Services

Staff Name and Phone Number:

Ed Buonaccorsi, GS-Real Estate, 707-565-3193
Rita Scardaci, Health Services, 707-565-4778

Supervisorial District(s):

3rd

Title: Lease Amendment for 1250-1300 Coddington Center

Recommended Actions:

Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with Coddling Enterprises for the Department of Health Services Driving under the Influence Program office space in order to: 1) extend the lease term through September 30, 2014; 2) reduce the rental payments from \$15,123 per month (\$1.56 psf) to \$14,566 per month (\$1.50 psf); 3) specify maintenance and repairs to be performed by the landlord; and 4) provide for a \$10,000 allowance to be used by County, as needed for repairs and/or relocation expenses.

Executive Summary:

DUI Program Offices. The Sonoma County Department of Health Services ("DHS") has occupied 9,711 sq. ft. of leased office space at 1250 and 1300 Coddington Center, Santa Rosa ("Premises") since February, 1993, where DHS has provided assessment, treatment, and counseling services through its First Offender Drunk Driving Program ("FODDP"), the Treatment Accountability for Safer Communities Program ("TASC"), and most recently, its Driving Under the Influence ("DUI") Program. These programs provide education classes and individual sessions for individuals who have been convicted of a DUI. The lease expired on April 30, 2010, and the County is leasing the Premises on a month-to-month basis, pending execution of the proposed lease amendment.

The landlord, Coddling Enterprises ("Landlord"), has informed the County of its intention to redevelop the leased Premises and adjacent properties for retail use. However, the Landlord is willing to extend the term of the County's current lease through September 30, 2014, allowing the County time to secure an alternative site for its DUI Program. The proposed rent per day during the extended term would be \$479 per day. This rate is lower than the current cost of \$497 per day and is slightly lower than the current market rates for like space in the area.

In the event that County does not secure a relocation space for its DUI Program by September 30, 2014, the proposed lease amendment allows the County to hold over beyond September 30, 2014 on a

month-to-month basis, at a rate of \$600 per day.

The option of relocating the DHS DUI staff and program to an alternate site at this time was evaluated by General Services Facilities Development & Management ("FDM") Real Estate and DHS staff. It was determined that due to the nature of the services provided and clients served by this program, a detailed and extensive search will be required to identify and secure the location and facility that will house the program in the future. That search will also include assessing the potential to co-locate this program with other like DHS programs. Securing an extension of the current lease provides staff with the time required to perform the due diligence required to find the location and secure the space that best supports program services and clients.

Proposed amendment: Staff has negotiated terms for the proposed lease amendment, as follows:

- Term: The month-to-month tenancy ends upon execution of the lease amendment, and the term is extended through September 30, 2014.
- Rent: A reduction in rent from \$15,123 per month to \$14,566 per month, representing a 4% reduction, or savings of \$557 per month.
- Termination: County may terminate the lease with 30 days' written notice for non-appropriation of funds, and for any reason with 90 days' prior written notice.

Fiscal Impact: With the reduced rent, a savings of \$3,342 for FY 13-14 will be realized. In addition, the proposed lease amendment provides County with a \$10,000 allowance which may be used towards relocation or moving expenses into a new facility in FY 14-15. With an additional rent savings of \$1,114, for the two months in FY 14-15, a total savings of \$11,114 will be realized for FY14-15. These savings may be used by DHS DUI to help fund moving expenses.

Long Term Health Services Space Needs and County Comprehensive Facilities Plan. The County Comprehensive Facility Plan (CCFP) examined Health Services programs and clients for the purpose of determining the optimum synergy between program location and the delivery of program services. Based on this analysis, the CCFP recommends an integrated service delivery model that consists of the consolidation and centralization of key DHS core functions at the County Administration Center (CAC) coupled with the utilization of outlying service delivery centers. This integrated strategy balances the accessibility of services for clients with optimizing the ability to leverage program resources to maximize efficiencies. Based on this strategy, FDM and DHS staffs have determined that the services provided by the DHS DUI program currently located at 1250-1300 Coddington are in alignment with the consolidation and centralization concept proposed in the CCFP. This evaluation has been supported and confirmed by the DHS space consultant currently engaged by DHS to assist with efforts to meet the dynamic and expanding health services space needs.

The CCFP recommends that the DHS DUI program affected by the proposed lease amendment can best be delivered at external and stand-alone sites. Therefore, staff has determined that the continued use of leased space is the most viable option to meet current DHS space needs. DHS will continue to provide program services at its current location and replacement leased location in the future.

Program relocation: Staff is currently seeking replacement office space for the aforementioned DHS program currently housed at 1250-1300 Coddington. The proposed relocation schedule has been set

and the process is moving forward within the determined timeframe needed.

Recommendation: Staff recommends that the Board authorize the Clerk to publish a notice, declaring the Board’s intention to execute a lease amendment with Codding Enterprises in order to: 1) extend the lease term through September 30, 2014; 2) reduce the rental payments from \$15,123 per month (\$1.56 psf) to \$14,566 per month (\$1.50 psf); 3) specify maintenance and repairs to be performed by the landlord; and 4) provide for a \$10,000 allowance to be used by County, as needed for repairs and/or relocation expenses.

If the requested action is approved, this matter will return to the Board at 8:30 a.m. on or after February 11, 2014.

Prior Board Actions:

11/07/06—Authorized General Services Director to execute 1st amendment to lease
 10/04/05—Authorized General Services Director to exercise two-year option to extend lease term
 01/27/04—Authorized General Services Director to exercise two-year option to extend lease term
 02/23/99—Authorized Chairman to execute new lease to include Treatment Alternatives Substance Abuse Center program
 03/24/98—Authorized Chairman to execute amendment to extend lease term
 02/09/93—Authorized Chairman to execute original lease

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

The proposed amendment will promote continuity in the delivery of needed DHS services in Sonoma County at its present location, which is convenient and familiar to its clientele.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
Rent	\$ -3,342	Fees/Other	\$
	\$	Use of Fund Balance	\$ -3,342
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ -3,342	Total Sources	\$ -3,342

Narrative Explanation of Fiscal Impacts (If Required):

Under the proposed amendment, rent savings for FY13-14 would be \$3,342 (6 months X \$557/month, effective January-June 2014), and rent savings for FY14-15 would be \$11,114 (2 months X \$557/month, effective July-August 2014, plus an additional \$10,000 allowance applied towards the last month’s rent in September, 2014).

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:			
Notice			
Related Items “On File” with the Clerk of the Board:			
Copy of proposed amendment			

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO AMEND A LEASE OF
REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to amend that certain lease dated February 23, 1999 ("Lease") between the County of Sonoma and Coddling Enterprises, a California limited partnership ("Landlord") for premises located at 1250 and 1300 Coddington Center, Santa Rosa, California, consisting of approximately nine thousand seven hundred eleven (9,711) sq. ft. of office space ("Premises"). The Board intends to amend the Lease, such that: (i) the month-to-month lease will become term-certain and the Lease will be extended until September 30, 2014; (ii) the rent will be Fourteen Thousand Five Hundred Sixty-Six Dollars and Fifty Cents (\$14,566.50) per month, effective January 1, 2014 through September 30, 2014; (iii) the Landlord has agreed to perform repairs and maintenance to the Premises, at its sole cost and expense; (iv) County is provided with an \$10,000 allowance to be used for repairs/maintenance or moving and relocation expenses; and (v) other terms and conditions of the Lease will be modified as more particularly set forth within the proposed Second Amendment to Lease. Additional information regarding the Second Amendment to Lease is available for public review at the Office of the Director of General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on January 14, 2014, at 8:30 a.m., at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the Lease Amendment.

Clerk of the Board of Supervisors

Public notice of the County's intention to amend the lease for the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Investment in Mental Health Wellness Act Grants

Recommended Actions:

Accept update on Department of Health Services' applications for grant funding under the Investment in Mental Health Wellness Act of 2013.

Authorize Director of Health Services to execute the Mental Health Crisis Facility Grant Application Certification and approve operational components and proposed funding sources under the grant.

Executive Summary:

In June 2013 Governor Brown signed SB 82 (Steinberg), known as the Investment in Mental Health Wellness Act of 2013 ("Mental Health Wellness Act" or "Act"). The Act enables the State of California to use Mental Health Services Act (MHSA) funds and state General Funds to expand mental health crisis services statewide with the goal of expanding access to early intervention and treatment services, achieving client recovery and wellness, and reducing mental health costs.

Under the terms of the Mental Health Wellness Act there are two competitive grant opportunities - the Mental Health Triage Personnel Grant and the Mental Health Crisis Facility Grant. This item provides an update on the Department of Health Services' applications for funding under the Mental Health Wellness Act and requests authorization to execute the Mental Health Crisis Facility Grant application certification and approve operational components and proposed funding sources under the grant.

Mental Health Triage Personnel Grant.

Grant Summary. The Mental Health Triage Personnel Grant, which is administered by the Mental Health Services Oversight and Accountability Commission (MHSOAC), provides a total of \$32 million for counties to hire 600 or more triage personnel statewide to provide intensive case management and referral services for individuals with mental illness or emotional disorders who require crisis intervention services. The objectives of the grant include: 1) adding triage personnel at various points of access; 2) reducing unnecessary hospitalizations and inpatient days; and 3) reducing recidivism and mitigating unnecessary expenditures of law enforcement.

Grant Funding. Funding under the Mental Health Triage Personnel Grant will be apportioned to five regions across the state. Sonoma County is in the Bay Area Region, which has been allocated \$6.2 million for an area with a total population of 8 million people.

Grant Proposal. On December 30, 2013 the Department of Health Services (Department) submitted an application to the MHSOAC requesting a total of \$3,044,364 in funding under the Mental Health Triage Personnel Grant for the grant term of February 2014 through June 2017. The Department's proposal focuses on expanding the Mobile Support Team (MST) and Crisis Assessment, Prevention and Education (CAPE) Team programs with the goal of increasing the geographic range and number of individuals served by mental health crisis intervention services in Sonoma County.

The Mobile Support Team currently works closely with law enforcement to provide field based intervention services to individuals in crisis. In its first full year of operation, from September 2012 through August 2013, the MST provided crisis intervention services to 785 individuals along the Highway 101 corridor from Santa Rosa to Windsor. The Mental Health Triage Personnel Grant provides an opportunity to increase the geographic reach of the program within Sonoma County, expanding on the program's success and increasing the number of individuals it serves. The Department's grant proposal provides for increased MST staffing and expanded contracts with community partners for additional post graduate interns, peer support specialists, and family member support. The additional staff and contracted support will allow the Department to expand the MST program reach along the southern Highway 101 corridor to areas in the County with the highest population density including the Rohnert Park and Cotati area and the City of Petaluma. The Department's proposal requests \$1,526,747 in funding over the term of the grant for expansion of the MST program.

In addition, the Department's Mental Health Triage Personnel Grant proposal requests funding to expand the CAPE program. The CAPE team currently provides crisis assessment and prevention activities for transitional age youth, who are experiencing their first onset of mental illness, in nine local high schools, Santa Rosa Junior College, and Sonoma State University. CAPE team services include linkages to appropriate services; training for teachers, parents, counselors and law enforcement personnel to help recognize the warning signs of mental illness; screening and assessment; peer-based services and support groups for at-risk youth; safety planning; education for youth and faculty members; and follow-up support for families. The Department's proposal requests funding for additional staff that will allow the Department to expand the scope of the CAPE program, providing crisis services in an additional three high schools in Windsor, Healdsburg, and Sonoma, increasing the number of students receiving CAPE services by 400 to 500 students. The Department's grant proposal requests \$1,517,617 in funding for expansion of the CAPE program.

Status of Grant Proposal. The Department anticipates the MHSOAC will issue a notice of awards under the Mental Health Triage Personnel Grant in January/February 2014. If awarded, the Department will propose adjustments to its FY 13-14 budget and personnel allocation list through the consolidated budget adjustment process. A copy of the Department's Mental Health Triage Personnel Grant application is on file with the Clerk of the Board.

Mental Health Crisis Facility Grant

Grant Summary. A second grant funded under the Investments in Mental Health Wellness Act of 2013 is the Mental Health Crisis Facility Grant. The Mental Health Crisis Facility Grant is administered by the California Health Facilities Financing Authority (CHFFA) and will provide a total of \$142 million in funding statewide for capital costs associated with adding new or expanded crisis stabilization, crisis residential

treatment, and mobile support services with the goal of increasing the number of crisis residential beds in the state by 2,000. The objectives of the Mental Health Crisis Facility Grant include: 1) reduce unnecessary hospitalizations and inpatient days; 2) reduce recidivism and mitigate unnecessary expenditures of local law enforcement; 3) expand the continuum of services with early intervention and treatment options that are wellness, resiliency, and recovery oriented in the least restrictive environment; and 4) leverage public and private funding sources to achieve improved networks of care. Applications for funding under the Mental Health Crisis Facility Grant are due to the CHFFA January 22, 2014.

Grant Funding. Funding for this program will be apportioned to five regions across the state, with the Bay Region receiving up to \$25 million. Maximum requests by county are determined by population. For Sonoma County the maximum capital funding request is \$2 million.

Grant Proposal. On or before January 22, 2014 the Department of Health Services will submit an application requesting \$2 million in funding under the Mental Health Crisis Facility Grant. The grant application proposes to relocate the Crisis Stabilization Unit (CSU) from its current location in an aging County-owned facility on the Chanate campus to a more suitable facility.

Goals for a suitable facility include an increase in capacity of up to 30 beds; the capacity to house *voluntary* and *involuntary* clients separately, addressing safety and treatment needs individually; and improved quality of crisis stabilization services available to minors and older adults, addressing the special needs of each of these populations, including separate service and treatment areas. A suitable facility will also augment and build capacity for the Urgent Care component of the CSU for consumers in crisis that may not need an overnight stay but need intervention and support.

The Department is working with General Services to identify a suitable facility in which to relocate the CSU, with a number of options currently under consideration. The Department will work with Human Resources on the classifications and numbers of additional CSU staff necessary to support the increased CSU capacity, which will be influenced by the final grant award and the phasing in of new program components over the grant period. The Department will return to your Board with an appropriate facility staffing and long term funding plan if the grant award is received.

The Department anticipates the CHFFA will issue notice of awards under the Mental Health Crisis Facility Grant in March 2014. If awarded, proposed adjustments to the Department’s budget and personnel allocation list will be made through the consolidated budget adjustment process and future fiscal year budgets.

Prior Board Actions:

None

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

Will expand the Department’s capacity to provide increased access to early intervention and treatment services to improve the client experience, achieve client recovery and wellness, and reduce mental health costs.

Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0
Narrative Explanation of Fiscal Impacts (If Required):			
<p><i>Mental Health Triage Personnel Grant:</i> Upon grant award, the Department will make required adjustments to its FY 13-14 budget and personnel allocation list through the consolidated budget adjustment process.</p> <p><i>Mental Health Crisis Facility Grant:</i> No FY 13-14 fiscal impact is anticipated. Upon grant award and as necessary to implement the programs, required budgetary adjustments will be made to future fiscal year budgets and/or through the consolidated budget adjustment process.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
<p>Upon grant award and as necessary to implement the programs, required adjustments to the Department's personnel allocation list will be made to future fiscal year budgets and/or through the consolidated budget adjustment process.</p>			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
1) Mental Health Triage Personnel Grant Application, 2) Mental Health Crisis Facility Grant Application Certification			



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 of Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen, 565-2549

Supervisorial District(s):

All

Title: Memorandum of Understanding between the County of Sonoma and the Engineers and Scientists of California, Local 20 (ESC)

Recommended Actions:

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and Engineers and Scientists of California (ESC) for the period of January 14, 2014 through February 29, 2016.

Executive Summary:

Representatives of the County of Sonoma and of Engineers and Scientists of California (ESC) met and conferred and have reached a tentative agreement (Attachment A) regarding the terms and conditions of employment for a successor Memorandum of Understanding (MOU), to become effective upon Board approval. ESC members have ratified the tentative agreement. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

Following is a brief summary of the major changes of the recommended successor MOU:

New Pension Tiers and Increased Employee Pension Contributions

- Members hired on or after January 1, 2013 who do not qualify for reciprocity: General retirement plan with 2.0% @ 62 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.03% of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.

3% On-Going Total Compensation Reduction/Reduce Pensionable Pay

- Holiday Compensatory Time: Eliminate the ability to accrue compensatory hours for a holiday.
- Floating holiday hours: Suspend all floating holiday hours through fiscal year 2013-14 to provide additional pension and benefit cost savings in current fiscal year.
- Vacation Accrual: Effective July 1, 2014 (fiscal year 2014-15), convert floating holiday hours to annual vacation accrual to reduce pensionable benefits.

- Vacation Buy-Back: Reduce pensionable pay by eliminating the ability for employees to receive pay for up to 80 hours of vacation annually.
- Sick Leave: Reduce pensionable pay by eliminating the ability for employees to receive pay up to 24 hours of unused sick leave annually.
- Limit 25% sick leave payout at separation.
- Unpaid Furlough Program with on-going annual reductions in salary only, as follows: 31 hours in fiscal year 13/14; 48 hours in fiscal year 14/15; and 44.5 hours annually, thereafter, which equates to annual base wage reductions of approximately 3.1%, 2.3% and 2.13%, respectively.

Health and Welfare Benefits

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on County medical plan enrollment.
 - Effective January 14, 2014: EE Only = \$30/mo; EE+1 = \$62.78/mo.; EE+2 = \$233.79/mo
 - Effective August 19, 2014: EE Only = \$30/mo; EE+1 = \$88.68/mo; EE+2 = \$330.25/mo
 - Effective May 12, 2015: EE Only = \$30/mo; EE+1 = \$115.31/mo; EE+2 = \$429.45/mo

Additional Provisions

- Salaries –Increase salary scales by 1.0% effective December 9, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- Life Insurance: increase amount of supplemental life insurance employees are able to purchase based on multiples of annual base salary, up to \$475,000, instead of current cap of \$100,000.
- Premiums: Eliminate obsolete premiums; update Medical Chief Premium to be consistent with current titles and to be paid only on hours worked; add facility assignment premium of 5% of base wage for ESC members assigned to Psychiatric Emergency Services/Crisis Stabilization Unit (PES/CSU), paid only on hours worked in the Unit.
- Staff Development Benefit Allowance: increase share of existing contribution that may be applied to physical fitness/wellness and purchase of computer hardware, from \$175 to \$250 (all prior restrictions apply).
- Rewriting of language for clarity and ease of administration.

Prior Board Actions:

07-31-12: Approved ESC MOU for period of July 31, 2012 – December 31, 2012

Strategic Plan Alignment Goal 3: Invest in the Future

The successor MOU reflects the joint efforts of the County and ESC to minimize future pension costs while maintaining market competitiveness.

Fiscal Summary - FY 13-14

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):

This agreement produces an average of \$776,000 in on-going savings for each full fiscal year (\$1.55 million total over two years), achieving an average net savings of 3.0% of total compensation costs per year. Savings are partially offset by approximately \$320,000 over the 2 years in HRA contributions, resulting in a total net savings average of 2.37%.

Staff reviewed the financial impact of the salary increases included in the agreement consistent with Government Code Section 23026 and have concluded that the increases will have no impact on the funding status of the County employees' retirement system since the system already assumes annual increases greater than those included in the agreement for purposes of setting employer and employee contribution rates. Further, the contribution rates established by the retirement board will be applied to all salaries including those increased under the agreement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- #1: Resolution
- #2: Attachment A – ESC Tentative Agreement for a Successor MOU

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

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County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Memorandum Of Understanding Between the County of Sonoma And The Engineers and Scientists of California, Local 20 (ESC), For The Period Of January 14, 2014 Through February 29, 2016.

Whereas, ESC is a recognized employee organization representing employees in the classifications in Public Health Nursing, Psychiatrists, Environmental Health Specialists and other technical professionals in Public, Environmental and Behavioral Health Services;

Whereas, the County met and conferred with representatives of ESC to negotiate a successor Memorandum of Understanding (MOU);

Whereas, the County and ESC negotiators have reached a tentative agreement on the terms of the new MOU;

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

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

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 successor MOU;

Now, Therefore, Be It Resolved that this Board hereby approves the successor Memorandum of Understanding (MOU) setting the terms and conditions between the County and ESC, which is attached (Attachment A) 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 January 14, 2014 Through February 29, 2016, except as specified otherwise in the MOU.

Resolution #

Date:

Page 2

Be It Finally Resolved that the County Administrator and the Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

**ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20,
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL EMPLOYEES, AFL-CIO & CLC (ESC)
HEALTH PROFESSIONALS, UNIT 75****TENTATIVE AGREEMENT**

December 20, 2013

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on the provisions of a successor Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

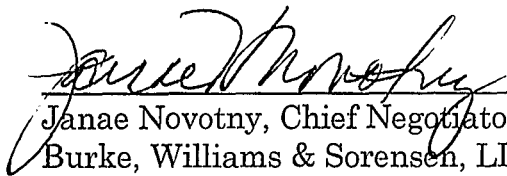
Amend the ESC 2012 MOU as follows:

- Amend the following Articles as shown in the attached Tentative Agreements:
 - Article 1, Preamble
 - Article 2, Definitions
 - Article 4, Term
 - Article 5, Salaries
 - Article 6, Hours of Work and Overtime
 - Article 7, Staff Development
 - Article 8, Leaves of Absence
 - Article 9, Health and Welfare
 - Article 13, Compensation Benefits
 - Article 14, Salary Upon Status Change
 - Article 17, Full Understanding
 - Article 19, Safety

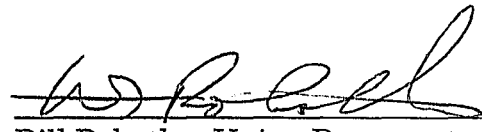
- Article 20, Miscellaneous Provisions
- New Article 21, Unpaid Furlough Program (existing Articles 21 and 22 renumbered)
- Delete Appendix D, MTO, and reletter existing Appendix E, Voluntary Time Off Program
- Except as noted above, all other provisions of the 2012 Memorandum of Understanding continue unchanged in the successor agreement.

FOR THE COUNTY:

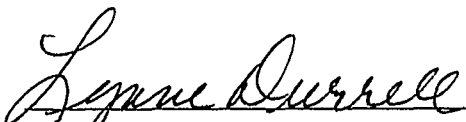
FOR ESC:




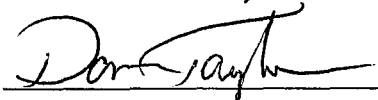
 Janae Novotny, Chief Negotiator
 Burke, Williams & Sorensen, LLP





 Bill Robotka, Union Representative
 Engineers and Scientists of California
 Local 20, International Federation of
 Professional and Technical Employees,
 AFL-CIO & CLC (ESC)

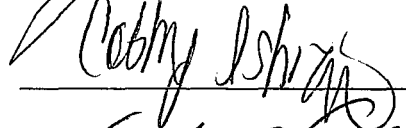


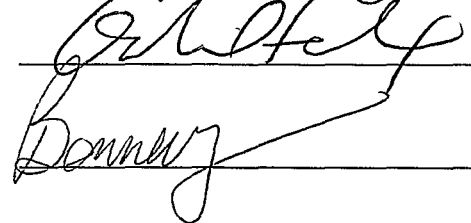












Date: 12/20/2013

Date: 12/20/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

TENTATIVE AGREEMENT

December 20, 2013

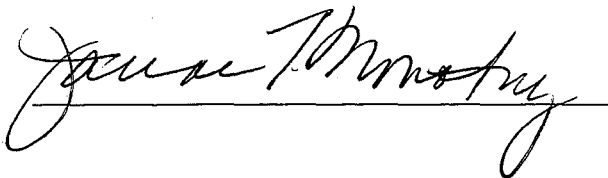
The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

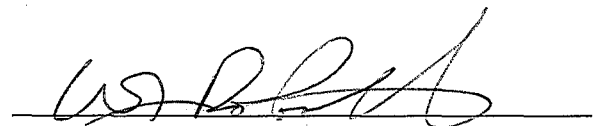
ARTICLE 1: PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, referred to as "County," and the Engineers and Scientists of California Local 20, International Federation of Professional and Technical Engineers, AFL-CIO & CLC, hereinafter referred to as "ESC" or "Union," summarizes the agreement of each concerning wages, hours and other terms and conditions of employment for ~~2011-2012~~2013-2016. The parties jointly agree to recommend to County Board of Supervisors the adoption of the Memorandum of Understanding, effective ~~July 31, 2012~~ January 14, 2014 (date of Board adoption) unless otherwise specified. This Memorandum of Understanding shall apply only to those classifications listed within the bargaining unit under Article 3 Recognition.

FOR THE COUNTY:

FOR ESC:





Date: 12/20/13

Date: 12/20/2013

COUNTY OF SONOMA
ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20
(ESC)

Bargaining Unit: 0075

TENTATIVE AGREEMENT

~~March 29, 2013~~

Aug. 16, 2013

Article 2 - Definitions

The County Of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend Article 2 as follows:

ARTICLE 2 - DEFINITIONS

- 2.1 None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance, nor the Rules of the Civil Service Commission.

Appointing Authority: The board, commission, group of persons, officer or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

Base Hourly Rate: The hourly rate corresponding to the salary step in the salary ~~range~~scale to which the employee is assigned.

Bi-weekly Pay Period: Fourteen (14) consecutive calendar days which begins on a Tuesday and ends with the second Monday thereafter.

Break In Service: A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

Calendar Year: January 1 through December 31.

Compensatory Time: Time off with pay at the base hourly rate to which an employee is

entitled, as provided for in this Memorandum, instead of cash compensation.

County: The County of Sonoma, the Sonoma County Water Agency, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

Domestic Partner: A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. The two parties reside together and share the common necessities of life;
- b. The two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. The two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. The two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit; and
- e. The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination - A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership - No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

Emergency Operations: The performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

Employee: Any person legally employed by the County and a member of the bargaining unit represented by the Union.

Employee Full-Time: An employee who is employed in an allocated position which is regularly scheduled for eighty (80) hours of work in each pay period.

Employee Part-Time: An employee who is employed in an allocated position which is regularly scheduled for less than eighty (80) hours of work per pay period. Unless otherwise specified in the Memorandum, the term "part-time employee" shall include both employee 3/4 part-time and employee part-time.

Flex-Time Work Schedule: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with written arrangements agreed to by the employee and the appointing authority. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period.

In-Service Hours: All hours in pay status excluding overtime.

Pay-Paid Status: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Probationary Employee: An employee who is serving a probationary period as provided in the Civil Service Rules.

Probationary Period: A period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

Regular Work Schedule: The determination by the County of an employee's specific work days, work weeks, and work shifts; established on a regular, ongoing basis.

Regular Work Day: A twenty-four (24) hour period containing a specified number of hours of work (normally no more than 8, 9, or 10 consecutive hours of work) and normally interrupted by a meal break.

Salary: Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves or other economic benefits.

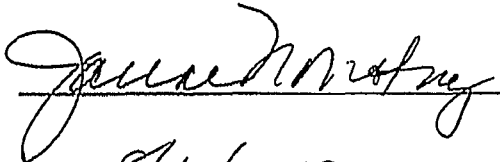
Salary RangeScale: The salary level for any given classification. The salary ~~rangescale~~ shall consist of nine (9) salary steps, each approximately two and one-half percent (2.5%) apart and identified with the letter "A" through "I". Each salary ~~rangescale~~ shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary ~~rangescale~~. Similarly, each step of the salary ~~rangescale~~ shall be expressed in cents per hour.

Split Work Day: A twenty-four (24) hour period containing no more than 8, 9, or 10

non-consecutive hours of work.

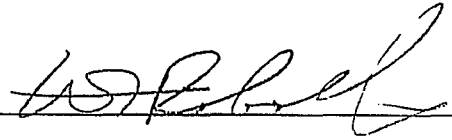
Work Shift: The hours which an employee is scheduled to work within a regular or split workday.

FOR THE COUNTY:



Date: 8/16/2013

FOR ESC:



Date: 8/16/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)

Health Professionals, Unit 75

TENTATIVE AGREEMENT

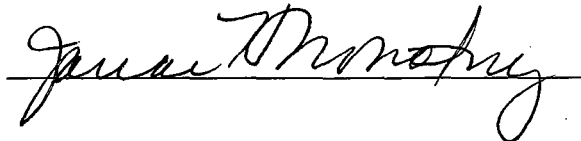
December 20, 2013

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 4: TERM OF MEMORANDUM

- 4.1 ~~The following items~~ This Memorandum of Understanding shall constitute the complete and full agreement of the parties concerning wages, hours, and other terms and conditions of employment for employees in the bargaining unit. The parties agree that all changes from the 2012 Memorandum of Understanding contained herein will become effective January 14, 2014 ~~July 31, 2012~~ (upon adoption by the Board of Supervisors) unless otherwise specified. This Memorandum will expire and otherwise be fully terminated by 11:59 pm on ~~December 31, 2012~~ February 29, 2016.
- 4.2 In the event the Union or the County desires to negotiate a successor Memorandum of Understanding, it shall serve on the County ~~other party~~ by ~~(to be determined)~~ October 2, 2015, its written request to commence negotiations as well as its initial written proposals or interests, ~~in the event both parties agree to participate in interest based bargaining,~~ for any successor Memorandum of Understanding.

FOR THE COUNTY:



FOR ESC:



Date: 12/20/13

Date: 12/20/2013

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

December 20, 2013

TENTATIVE AGREEMENT

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 5: SALARIES

5.1 Salary Scales

The salary ~~ranges~~ scales shown in Appendix A, of this Memorandum will be applicable to employees in this unit.

5.2 Benchmark and Related Classifications including negotiated salary relationships are shown in Appendix B.

5.3 Salary Increases

Effective with the pay period that begins December 9, 2014, the County shall increase by one percent (1%) the A-I steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2%) the A-I steps of each scale in the Salary Table specified in Appendix A.

~~There shall be no cost-of-living adjustment during the term of this MOU.~~

~~Benchmark and Related Classifications including negotiated salary relationships are shown in Appendix B.~~

5.4 Hourly Cash Allowance

The County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status

excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of \$600.00 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.

FOR THE COUNTY:

Janae Thornton

Date: 12/20/13

FOR ESC:

W. R. ...

Date: 12/20/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

TENTATIVE AGREEMENT

December 20, 2013

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.1 Purpose Of This Article

~~This article is intended only as a basis for outlining standards for hours of work, work schedules, and a basis for calculating overtime payments. This Article describes the parties' agreement on matters within the scope of representation related to work schedules, work hours, and overtime.~~ Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

~~6.2~~ Article 6 applies to the following Types Of Employment

- a) Full-Time: An allocated position which is regularly scheduled for eighty (80) hours of work in a bi-weekly pay period.
- b) Part-Time: An allocated position which is regularly scheduled for less than eighty (80) hours of work in a bi-weekly pay period. Part-time employees shall be eligible to receive vacation, sick leave, and holiday benefits on a pro-rata basis. Usage and accrual of ~~said these~~ benefits shall be governed by the same rules and regulations applicable to full-time employees.

6.2 Work Schedules

The County reserves the right to establish and modify work schedules.

6.3 County Work Schedules – Flex-Time And Alternative Work Schedules

6.3.1 Flex-Time Schedule

~~In addition,~~ The County reserves the right to utilize a flex-time schedule. As defined in Section 2.1, an employee and the employee's supervisor must agree to assignment to flex-time. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed eighty (80) in a pay period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

6.3.2 Alternative Work Schedules

Alternative Work Schedule is a regular schedule that is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period). Pursuant to the County Alternative Work Schedule 9-8-1 Policy, such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Employees may request and department heads may utilize alternative work schedules whenever such schedules will be beneficial to the County and will not incur overtime beyond the County's usual and customary overtime needs under the employee's regular work schedule. Pursuant to the County Alternative Work Schedule 9-8-1 Policy, an employee and the County must agree to and complete a written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the alternative work schedule. Employees assigned to an alternative work schedule will be eligible for overtime compensation when the employee performs any authorized work in excess of forty (40) hours in a work week. The County reserves the right to discontinue the alternative work schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

6.4 Posting Of Work Schedules

For the convenience of employees, work schedules will be posted in advance. The County may require and authorize an employee to work overtime if the overtime is essential to the continuing efficient operation of the department in which the employee works.

6.5 Changes Of Work Schedule

- a) Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change.
- b) Failure to give the seven (7) days notice to a full-time or part-time employee shall entitle the affected employee to one and one-half (1.5) times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until seven (7) calendar days notice is given.
- c) If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime.

6.6 Employee Preference Requested Schedule Change

Notwithstanding Section 6.7, if an employee requests in writing a change in schedule for the employee's own convenience and ~~such~~ the request is approved, the employee shall waive overtime resulting from the schedule change as long as the total number of hours does not exceed eighty (80) in any one pay period.

6.7 FLSA Overtime

Fair Labor Standards Act (FLSA) overtime shall be defined as hours actually worked in excess of forty (40) hours in a work week. Applying FLSA legal standards, the County shall compensate an employee for overtime at the rate of one and one-half (1.5) times the employee's base hourly rate of pay.

6.8 Overtime – Non-Statutory – Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as all hours worked in excess of 40 hours in paid status in a 7 day work period or in excess of 80 paid status hours in a 14-day work period; or hours worked in excess of the normal full-time daily work schedule established by the County (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule).

6.9 Overtime – Non-Statutory – Exempt Employees

Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 paid status hours in a pay period; or hours worked in excess of

the normal full-time daily work schedule established by the County on a regular work day (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule).

~~6.11 Overtime And Compensatory Time~~

~~Overtime for all employees is defined as hours worked:~~

- ~~a) In excess of eighty (80) hours in a bi-weekly pay period;~~
- ~~b) In excess of eight (8) hours (for a 5/8 schedule) or nine (9) hours (for a 9/8/1 schedule), ten (10) hours (for a 4/10 schedule) on a regular work day or in excess of the normal full-time work schedule established by the appointing authority;~~
- ~~c) A part-time employee who works in excess of eight hours (8 hrs/5 days) or ten (10) hours (4/10) on a shift with a portion of the time worked extending past the end of the employee's regular workday shall be entitled to overtime for all hours over eight (8) or ten (10) hours. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in the same regular workday;~~
- ~~d) Any time worked on a holiday as provided for in this Memorandum in the holiday provision Sections 8.10a) and b) of Article 8.~~

6.10 Overtime – Non-Statutory – Part-Time Employees

A part-time employee who works in excess of eight hours (8 hrs/5 days) or ten (10) hours (4/10) on a shift with a portion of the time worked extending past the end of the employee's regular workday shall be entitled to overtime for all hours over eight (8) or ten (10) hours. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in the same regular workday. (Previous MOU § 6.11.e)

6.11 Overtime Required And Authorized

The County may require or authorize an employee to work overtime if such the overtime work is necessary in the judgment of the County. No employee shall work overtime unless authorized by the employee's supervisor.

6.12 Overtime Pay

~~⊖~~All overtime (FLSA overtime and non-statutory overtime) compensation shall be paid at the rate of one and one-half times (1-1/2) the employee's base hourly rate of pay for each overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.

6.13 Overtime In Cash Or In Compensatory Time

All employees shall be compensated for FLSA overtime and non-statutory overtime worked either:

- a) In cash at the rate of time and one-half (1.5) for hours worked; or
- b) As compensatory time off at the rate of time and one-half (1.5) for hours worked.

6.14 Employee Choice

The employee assigned to overtime shall make an irrevocable choice each time assigned to overtime whether to be compensated in cash or compensatory time until the employee has accrued credit for a maximum of forty (40) hours of compensatory time.

6.15 County Choice

The County has the right to specify how an employee will be compensated for additional overtime when an employee has an accumulation of forty (40) hours of compensatory time up to a maximum of eighty (80) hours of compensatory time. This decision is final and not subject to grievance or appeal. ~~Compensatory time accruals resulting from holiday compensation or annual sick leave conversion are at the employee's choice and therefore excluded from this subsection.~~

6.16 Cash Pay Only

After eighty (80) hours of compensatory time has been accumulated, the department shall compensate the employee in cash for any additional overtime worked, ~~additional annual sick leave conversion and for any additional holiday work.~~

6.17 Approval For Compensatory Time Off

No employee shall take compensatory time off without prior approval of the employee's appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee.

6.18 Accrued Compensatory Time – Payment At Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation or in accordance with law.

6.19 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth herein may apply with respect to a particular unit of time.

~~6.21 Hours Included For Overtime~~

~~For overtime purposes hours worked shall include approved paid leave, paid assigned holidays and compensatory time taken as paid time off from work.~~

FOR THE COUNTY:

Janeet M. M... ..

FOR ESC:

W. R.

Date: 12/20/13

Date: 12/20/2013

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20
(ESC)

Bargaining Unit: 0075

TENTATIVE AGREEMENT

August 16, 2013

The County Of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend Article 7 as follows:

ARTICLE 7: STAFF DEVELOPMENT

7.1 Staff Development Benefit Allowance

Each full and part-time employee in the bargaining unit shall be entitled to a Staff Development Benefit Allowance. Eligible employees may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program, Administrative Manual.

7.1.1 Staff Development Benefit Allowance – Amounts

The annual Staff Development Benefit Allowance and carry-over amount will be provided to all full and part-time eligible employees as specified in the following table:

Employee Status	Benefit	Carry-Over Allowed	Maximum Benefit And Rollover
Full-Time (.075 and above)	\$600	\$400	\$1,000
Part-Time (less than 0.75 FTE)	\$300	\$200	\$500

Carryover funds shall not be cumulative. Details of this program are described in the County's Staff Development Benefit Allowance Program, Administrative Manual.

7.1.2 Computer Hardware and Mobile Devices

Up to ~~\$175~~\$250 of the Staff Development Benefit Allowance may be used towards reimbursement for the purchase of computer hardware and mobile devices once every two (2) years, as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head (or ~~may be delegated to a senior manager only~~designee) and is subject to the specific job requirements for each job classification in that department. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head (or senior manager designee) authorization in order to qualify for reimbursement. Department head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employee's annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head.

7.1.3 Physical Fitness/Wellness

Up to ~~\$100~~\$250 of the total annual Staff Development Benefit Allowance is available for wellness related expenses, such as reimbursement of regular fitness program costs, weight reduction and smoking cessation programs (including patches) An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Program Administrative Plan Manual.

7.2 Continuing Education Leave

~~Employees in allocated positions~~ are eligible for Continuing Education Leave subject to the following conditions: (1) Courses taken on County time must be directly related to the employee's present position, or career advancement within the present County department. (2) Requests for ~~such~~ leave must be approved by the employee's appointing authority. This provision will be

applied as consistently as possible and ~~such~~ leave shall not unreasonably be denied. (3) Approval for ~~such~~ leave will be based, in the judgment of the County, on the needs of the County, the needs of the employee and the availability of adequate resources to cover the absence of the employee. (4) Time spent by an employee on an approved continuing education leave will be considered as normal time worked for the period of the employee's absence which falls within the employee's regular work schedule. (5) Approval of one course does not automatically constitute approval for an entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner.

7.3 In-Service Training

The County shall make every effort to provide a program of In-Service training that is designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on requests by employees should be based upon the effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible; and the relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.

7.3.1 In-Service Training Reimbursement

Expenditures for travel, meals, lodging, registration and other items may be included as part of the In-Service training line item in each of the department's budgets. Occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work at full salary. In addition, other public or private agencies provide grants that can be used to cover the cost of the training.

7.3.2 In-Service Training Requests

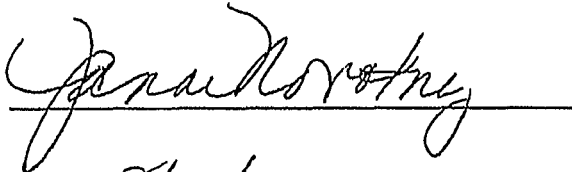
When several employees within a department make requests to attend In-Service training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed in Section 7.3, the department head shall

establish an attendance list based upon the following order of priority: prior identified training needs; prior attendance at similar courses; and seniority (continuous service).

7.4 Staff Development Benefit Allowance Program, Administrative Manual

The Department of Human Resources shall develop, modify, implement and administer administrative and programmatic guidelines to remain in compliance with Internal Revenue Services guidelines, based on the County's Staff Development Benefit Allowance Program, Administrative Manual.

FOR THE COUNTY:



Date: 8/16/2013

FOR ESC:



Date: 8/16/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
Health Professionals, Unit 75

TENTATIVE AGREEMENT

December 13, 2013

The County Of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend Article 8 as follows:

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Vacation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than two hundred eighty (280) working hours.

8.2 Part-Time Vacation Accrual

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.

8.3 Vacation Accrual Rates

Each employee who has completed the following In-Service hours shall accrue vacation leave at the appropriate rate shown below. In-Service hours include all hours in ~~pay-paid~~ status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

YEARS OF COMPLETED	IN-SERVICE HOURS OF	RATE FOR 80 IN-SERVICE	MAXIMUM ACCUMULATED
<u>FULL-TIME SERVICE</u>	<u>COMPLETED SERVICE</u>	<u>HOURS</u>	<u>HOURS</u>
0 through 2 years	0 to 4,173	3.07	280
2 through 3 years	4,174 to 6,260	3.68	280

3 through 4 years	6,261 to 8,347	3.99	280
4 through 5 years	8,348 to 10,434	4.29	280
5 through 10 years	10,435 to 20,870	4.60	280
10 through 15 years	20,871 to 31,305	5.83	280
15 through 20 years	31,306 to 41,741	6.44	280
20 through 25 years	41,742 to 52,177	7.05	280
25 or greater years	52,178 or more	7.36	280

Effective July 1, 2014, for each employee who has completed the following In-Service hours shall accrue vacation leave at the appropriate rate shown below. In-Service hours include all hours in paid status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period.

<u>YEARS OF COMPLETED</u>	<u>IN-SERVICE HOURS OF</u>	<u>RATE FOR 80 IN-SERVICE</u>	<u>MAXIMUM ACCUMULATED</u>
<u>FULL-TIME SERVICE</u>	<u>COMPLETED SERVICE</u>	<u>HOURS</u>	<u>HOURS</u>
<u>0 through 2 years</u>	<u>0 to 4,173</u>	<u>3.72</u>	<u>280</u>
<u>2 through 3 years</u>	<u>4,174 to 6,260</u>	<u>4.33</u>	<u>280</u>
<u>3 through 4 years</u>	<u>6,261 to 8,347</u>	<u>4.64</u>	<u>280</u>
<u>4 through 5 years</u>	<u>8,348 to 10,434</u>	<u>4.94</u>	<u>280</u>
<u>5 through 10 years</u>	<u>10,435 to 20,870</u>	<u>5.25</u>	<u>280</u>
<u>10 through 15 years</u>	<u>20,871 to 31,305</u>	<u>6.48</u>	<u>280</u>
<u>15 through 20 years</u>	<u>31,306 to 41,741</u>	<u>7.09</u>	<u>280</u>
<u>20 through 25 years</u>	<u>41,742 to 52,177</u>	<u>7.70</u>	<u>280</u>
<u>25 or greater years</u>	<u>52,178 or more</u>	<u>8.01</u>	<u>280</u>

8.4 Reappointment

Each employee with 10,435 working hours (five (5) or more years) in ~~pay-paid~~ status who resigns in good standing and who is later reappointed within two years of the resignation, shall be credited with 4,174 hours (two years) of continuous service for purposes of new vacation accrual. Each employee with 10,435 In-Service hours (five or more years) of continuous service who was laid off and who is later recalled from layoff within two years shall be returned to the place on the accrual table (in Section 8.3, above) that the employee occupied when laid off.

8.5 Vacation Schedule

Vacation schedules shall be arranged by the department head with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee.

Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated by the employee at the time such leave is taken. When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the County, the County shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during other months of the year.

8.6 Separation Payment

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

8.7 Scheduled Holidays – Paid

~~Paid holidays shall be authorized for full-time and part-time employees. To be entitled to pay for such paid holidays, The County shall provide full-time and part-time County employees the following paid holidays, provided that an employee must be in pay-paid status on the employee's last regularly scheduled workday before the holiday, and the employee's first regularly scheduled workday after the holiday.~~

~~An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use paid leave as pay status days before or after a holiday for the purpose of receiving holiday pay.~~

~~Scheduled holidays are as follows:~~

- (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) Memorial Day, the last Monday in May

- (6) Independence Day, July 4th *
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11th *
- (9) Thanksgiving Day, the 4th Thursday in November, or as designated by the President. *
- (10) The day following Thanksgiving Day. *
- (11) Christmas Day, December 25th *
- (12) 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

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use paid leave as paid status days before or after a holiday for the purpose of receiving holiday pay.

~~8.8 Floating Holiday And Eve~~

- ~~a. Floating Holiday: In lieu of an additional holiday, each full-time employee who is in pay status on the last working day of June and the first working day of July shall be granted fourteen (14) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and the employee's appointing authority, or may be accumulated as provided in this Memorandum. Each part-time employee shall be entitled to a prorated number of hours as defined by Section 8.10b.~~
- ~~b) To replace the four (4) hours of eve holiday leave with pay previously granted to each full-time employee during years the employee is scheduled to work on Christmas or New Year's Eve, a full-time employee will be credited with three (3) hours of CTO each fiscal year. Part-time employees are entitled to pro-rata CTO credit as defined by Section 8.10b.~~

8.8 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is suspended effective June 30, 2013, and eliminated effective June 30, 2014. (The 2013 savings realized by suspending the entitlement to and accrual of floating holiday and holiday eve hours was credited toward the 3% total compensation reduction negotiated in the 2013-2016 MOU. Effective July 1, 2014 the floating holiday and holiday eve hours are converted to vacation accrual, as shown in section 8.3) Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually

agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

8.9 Holidays – Observed As Follows

If a ~~scheduled date-specific~~ holiday listed in Section 8.7 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled date-specific~~ holiday listed in Section 8.7 falls on a Sunday, the following Monday shall be the County observed holiday. All other ~~scheduled date-specific~~ holidays shall be observed on the date specified in Section 8.7.

8.10 Holiday Compensation

a) Full-Time Employees

A full-time employee whose assigned work schedule ~~includes neither does not include either the scheduled date-specific holiday nor or the County~~ observed holiday, shall ~~receive eight (8) hours of compensatory time or eight (8) hours of paid holiday time. observe the holiday (and not work) on one of the employee's regularly scheduled work days during (1) the same pay period as the County observed holiday, (2) the week before the pay period including the County observed holiday, or (3) the week after the pay period including the County observed holiday.~~ All other full-time employees whose regular assigned work schedule includes ~~either the scheduled date-specific holiday or the County~~ observed holiday shall receive their regular eight (8) hours at their base hourly rate of pay. An employee who actually works on either the ~~scheduled date-specific~~ holiday or the County observed holiday listed in Section 8.7 shall be ~~entitled to overtime compensation~~ compensated for the hours actually worked. An employee who works on both the scheduled holiday and the County observed holiday shall elect which day shall be compensated at the overtime rate. However, only one day shall be compensated at the overtime rate. This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

b) Part-Time Employees

Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in ~~pay-paid~~ status (excluding the holiday benefit) exceed the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10th) of an hour for each hour in ~~pay-paid~~ status (excluding the holiday benefit).

This holiday pay shall not exceed eight hours for each holiday. A part-time employee employed before June 26, 2001, who worked a regular schedule of less than thirty-two (32) hours per pay period shall continue to receive a minimum holiday benefit of 3.2 hours for each holiday in the pay period, until such time the employee's regular schedule is changed to thirty-two (32) hours or more or a break in service occurs.

Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full time equivalent. Holiday accrued as compensatory time will not count as In-Service nor affect the accruals or pro-ration of benefits until used in a later pay period.

~~8.11 Vacation Buy Back~~

~~Each employee may request and receive payment at the base hourly rate for up to eighty (80) hours of accrued vacation in any 12-month period, provided that there is a minimum remaining balance of eighty (80) hours following payment.~~

~~The Side Letter between ESC and the County on MTO for fiscal year 2011-12 is attached and incorporated by this reference. (Appendix D)~~

8.11 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate 3.680 In-Service hours for each completed eighty (80) hour pay period of service. In-Service hours include all hours in pay-paid status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said-sick leave benefits shall be governed by the same rules and regulations applicable to full-time employees.

8.12 Sick Leave Usage

Earned sick leave credits may, with the approval of the department head, be used by the employee for the following purposes:

- a) During the employee's own incapacity due to illness or injury;
- b) During the time needed by the employee to undergo medical or dental treatment or examination;
- c) 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; or, if, in the opinion of her health care provider, she is suffering from any of the conditions listed in California Code of Regulations, Title 2, Section 7291.2(f). During a Pregnancy Disability Leave in which the employee is incapacitated due to the imminent or actual birth of a child;

- d) When a child, spouse or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's or spouse's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner or parent. (Parent for purposes of this section is defined as biological, foster, or adoptive parent, stepparent, a legal guardian, or other person who stood in the place of a parent (in loco parentis) to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in the place of a parent (in loco parentis) to the employee as a child.) Sick leave under this paragraph 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.

8.13 Documentation

~~As~~ Signed affirmation documentation for sick leave shall be required for each use of ~~such~~ sick leave. Reasonable medical evidence of incapacity may be required for sick leave of forty-eight (48) hours or less duration, and shall be required for sick leave use of more than forty-eight (48) hours duration.

~~8.13~~ Annual Sick Leave Conversion

~~Employees may convert unused sick leave to cash, at their base hourly rate, or compensatory time based on the following table:~~

Hours of Sick Leave Used	Maximum Hours of Conversion
0 to 8.0	24.0
8.01 to 12.0	22.0
12.01 to 16.0	18.0
16.01 to 24.0	16.0
24.01 to 30.0	14.0

	30.01 to 36.0	12.0
	36.01 to 40.0	8.0
A	40.01 or more	NONE

b) ~~Balance of eighty (80) hours sick leave must remain in accrual after conversion. Measurement of use is based on the twenty six (26) pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year and shall be based on the sick leave balance at the end of the first full pay period of the preceding December.~~

~~8.16 Sick Leave Payoff At Termination~~

~~Each employee who separates from County service voluntarily or by death, layoff, or retirement for reason other than disability, shall be entitled to payment of 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 such employee's base hourly rate.~~

8.14 Sick Leave Conversion/Payoff Distribution

a) Conversion at Retirement: Each employee who separates from County Service on regular, non-disability retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. ~~This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining unit represented by the Union under the provisions of the ordinance. This provision will not be used in conjunction with Section 8.16 of this MOU.~~

b) Payoff Distribution at Disability Retirement: ~~The County shall pay each employee separated from County service by disability retirement for disability shall be entitled to payment at such the employee's base hourly rate for all unused sick leave remaining to such the employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.~~

c) 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 the employee's base hourly pay.

8.15 Time Off For Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote at any statewide general or primary election, the employee may, upon request, be granted as much working time off without loss of pay as will, when added to voting time outside the employee's working hours, enable the employee to vote. An employee may take off so much time which will enable the employee to vote, but not more than two (2) hours of which shall be without loss of pay; provided, that the employee shall be allowed time off for voting only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

8.16 Compassionate Leave

A full-time or part-time employee may be granted up to four (4) scheduled regular work days, a maximum of thirty-two (32) hours, of leave with pay, in the event of the death of spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild, or parent (as defined in Section 8.13 d) of the employee or of the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

8.17 Court Leave

a) A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this court leave, the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the base rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which are outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any work day with time remaining on the employee's work schedule, the employee will be obligated to return to work.

- b) These provisions do not apply to employees whose appearance is in the line of duty.

8.18 Jury Duty

It is the policy of the County of Sonoma ~~that to encourage~~ County employees ~~be encouraged to~~ perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence at base hourly rate for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for services as a juror. An employee who uses a County vehicle for travel for jury duty shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for travel expenses.

8.19 Disaster Leave

Upon approval of the appointing authority, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation,

compensatory time used and any unpaid leave incurred. Donations must be made no later than ninety (90) days from the last day lost by the employee.

8.20 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use accrued paid leaves before a leave of absence without pay as show in the following table:

<u>MOU Section</u>	<u>Sick</u>	<u>Vacation</u>	<u>CTO</u>	<u>Comment</u>
<u>Section 18.11 (a) During the employee's own incapacity due to illness or injury.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 18.11 (b) During the time needed by the employee to undergo medical or dental treatment or examination.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 18.11 (c) When a woman employee is disabled by pregnancy.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 18.11 (d) When a child,</u>	<u>Yes. You may keep</u>	<u>Yes</u>	<u>Yes</u>	<u>You may keep 40</u>

<u>MOU Section</u>	<u>Sick</u>	<u>Vacation</u>	<u>CTO</u>	<u>Comment</u>
<u>spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined is incapacitated by illness/injury and the employee must care for him/her.</u>	<u>40 hrs.</u>			<u>hours in any combination of Vacation & CTO</u>
<u>Section 18.19.3 Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>May keep 40 hrs. Any combination of Vac. & CTO</u>
<u>Section 7.2 Education Leave</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>Must use all Vac. & CTO</u>
<u>Undisclosed reason or extended vacation</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>Must use all Vac. & CTO</u>

*Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

8.21 Family Care And Medical Leave

8.21.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The unpaid leaves under FMLA and CFRA will run concurrently to the extent permitted by law with available paid leaves as shown in Section 8.19.

~~1.1.1~~ 8.21.2 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.

~~1.1.2~~ 8.21.3 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:

- ~~4.1.2.1~~ 8.21.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- ~~4.1.2.2~~ 8.21.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- ~~4.1.2.3~~ 8.21.3.3 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.)
- ~~4.1.2.4~~ 8.21.3.4 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.)
- 8.21.3.5 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.

8.21.4 Family Care And Medical Leave To Care For A Covered Servicemember With A Service Injury Or Illness

Subject to the provisions of this MOU, County policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

- ~~4.1.2.5~~ ~~8.20.4.1~~ A eligible employee's entitlement under Section 8.19.4 is limited to a total of twenty-six (26)

~~workweeks of leave during a single 12 month period to care for a covered servicemember with a serious injury or illness. The "single 12 month period" in which the 26 weeks of leave entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.~~

~~1.1.2.6 8.20.4.2 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.~~

~~1.1.3~~ 8.21.5 Pay Status And Benefits

8.21.5.1 Except as provided in this Article (see, e.g., Section 8.19), 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.

8.21.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 9.9 (Medical, Dental & Vision 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 8.19-58.20.5 or Section 9.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 9.8 (Continuation of Health Benefits Coverage) applies.

~~1.1.4~~ 8.21.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 8.19~~23~~ identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

~~4.1.5~~ 8.21.7 Relationship To Pregnancy Disability Leave

~~4.1.6~~ 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.

8.21.8 Notice To The County

~~4.1.6.1~~ 8.21.8.1 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.

~~4.1.6.2~~ 8.21.8.2 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.

~~4.1.6.3~~ 8.21.8.3 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.

~~4.1.7~~ 8.21.9 Medical Certification

8.21.9.1 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.

8.21.9.2 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.

~~4.1.7.1~~ 8.21.9.3 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.

~~1.1.7.2~~ 8.21.9.4 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.

~~8.20.10~~ 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.~~

~~1.1.8~~ 8.21.10 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose. (See 29 CFR 925.121(a)(3) for FMLA and 2 Cal. Code Regs. § 7297.1(c) in CFRA Regs.)

~~1.1.9~~ 8.21.11 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.

~~1.1.10~~ 8.21.12 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. The provisions of this Article 8 are subject to Article 18, Grievance Procedure, of this MOU.

but the County Medical Leave Policy is not subject to Article 18, Grievance Procedure, of this MOU.

~~4.4.14~~ 8.21.13 This Section 8.203 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 (8.19) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 8.1923, and other provisions of this memorandum.

8.22 Family School Partnership Act

Each employee shall be entitled to school visitation leave in accordance with California Labor Code Section 230.8.

8.23 No Break In Service

No absence under any paid leave provision of this Memorandum shall be considered as a break in service for any employee who is in ~~pay~~-paid status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in ~~pay~~-paid status, shall continue to accrue during such absence.

8.24 Leave-Time Off For Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one (1) hour of working time twice a year for the purpose of donating blood. The employee shall give the employer at least five (5) working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (8.26).

~~8.24~~ Leaves Of Absence Without Pay

~~Employees will be required to use paid leaves before a leave of absence without pay as shown in the following table:~~

<i>Paid leave is required to be used before leave without pay (LWOP) is approved.</i>				
Event	Sick	Vacation	CTO	Comment
Employee's own illness or injury	Yes, may keep 40 hrs.	No	No	
Employee's pregnancy disability	Yes, may keep 40 hrs.	No	No	

	<i>Paid leave is required to be used before leave without pay (LWOP) is approved.</i>			
Illness or injury of a relative (as qualified in Section 8.13 d)	Yes, may keep 40 hrs.	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Education Leave	No	Yes	Yes	Must use all Vacation & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vacation & CTO

~~*Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)~~

8.25 Vacation Purchase Plan

Each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary or unclassified employment. Vacation purchased shall not exceed two hundred (200) hours. Part-time employees will be eligible to purchase vacation time on a pro-rata basis. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435^[led1] in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his or her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10,435.

The additional vacation purchased is subject to the follow guidelines:

- a) Purchased vacation must be taken before accrued vacation referenced in Section 8.3.
- b) Purchased vacation is subject to the maximum accumulation limits and usage in Section 8.3.
- c) Purchased vacation is subject to the same provisions in Section 8.5.

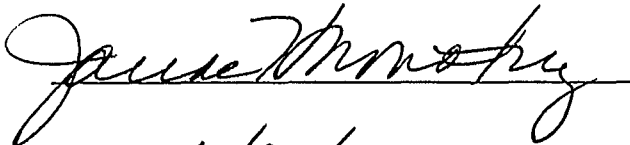
- ~~d) Purchased vacation leave is not eligible for buy back, Section 8.11, and purchased vacation balances will not be included in the eighty (80) hour remaining vacation balance requirement in Section 8.11.~~
- d) Purchased vacation hours when taken as time off will not be included in pay-paid status hours for the purposes of shift pay and premium pay.
- e) Purchased vacation hours will be paid off at the employee's base hourly rate at the time of termination.

8.26 Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix E), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, 8.25, and the terms, authorization, and conditions are not grievable or subject to arbitration.

FOR THE COUNTY:

FOR ESC:



Date: 12/20/2013

Date: 12/20/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
Health Professionals, Unit 75

TENTATIVE AGREEMENT

December 20, 2013

The County Of Sonoma ("County") And Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 9: HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

9.1 Active Employee Health Plan

Eligible employees are allowed to enroll themselves and their eligible spouse or domestic partner, and/or children in a County plan. An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 9.2.8, ~~Part-Time Employees — Health Benefits~~, 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.

9.2 Participation-Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

~~Election to participate~~enroll in a County offered health plan will take place ~~during within the first full pay period~~30 days following employment date of hire to a permanently allocated position of .40 FTE or greater, or it shall 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 Section 125 or as required by HIPAA or other applicable regulations.

The effective date of benefits will be the first of the month following date of hire or initial eligibility.

9.2.1 County Offered Medical Plan(s)

Effective June 1, 2013, the County will offer the following medical plans: the County Health Plan PPO, County Health Plan EPO, and Kaiser HMO (\$10 co-pay) plan. The benefit provisions, co-payments and deductibles of each plan are outlined in the Summary Plan Description or Evidence of Coverage as of June 1 of each coverage year.

Specific reference to a vendor listed below 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.

~~For eligible members represented by ESC, there will be two (2) medical plans in addition to the HMOs described in 9.2.2:~~

~~County Health Plan PPO~~

~~County Health Plan EPO~~

~~The benefit provisions are outlined in the County Health Plan Summary Plan Description.~~

9.2.2 County Offered Health Maintenance Organization (HMO) Medical Plan(s)

~~The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below 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. The HMOs shall have the following co-pays:~~

Benefit Type	Co-pay
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name

~~For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.~~

9.2.2 County Contribution toward Active Employee Medical Benefits

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).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8. ~~(Part Time Employees Health Benefits).~~

9.2.3 Dental Benefits

The County ~~will offer~~offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.~~For all plan benefits and provisions, refer to the insurance carrier's plan document.~~

The employee contribution(s) ~~will be:~~ is \$12 per pay period.

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8. ~~(Part Time Employees Health Benefits).~~

9.2.4 Vision Benefits

The County ~~will provide~~offers vision benefits to full-time active employees and their dependent(s) with no employee contribution. The County offers computer vision care benefits to full-time active employees with no employee contribution. Benefits provisions, co-payments and deductibles are outlined in the Evidence of

~~Coverage. For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full-time active employees.~~

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 9.2.8-6. ~~(Part-Time Employees Health Benefits).~~

~~9.2.6 Computer Vision Care Benefit~~

~~The County will provide a Computer Vision Care (CVC) benefit. Only employees enrolled in vision benefits in accordance with Section 9.2.5 (Vision Benefits), who are required to spend a significant portion of their work day on a computer, are eligible for the CVC benefit. Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.~~

9.2.5 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more). Enrollment in basic life insurance is automatic, based on eligibility.

Part-time employees who are allocated to less than a full-time equivalent position per pay period (less than sixty (60) hours or less than 0.75 FTE) may purchase life insurance coverage through payroll deduction.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. ~~For all other plan benefits and~~ Benefit provisions are outlined in the refer to the insurance policy document Schedule of Insurance or Group Insurance Policy.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollments period specified in Section 9.2. ~~(Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans).~~ The eEmployees may purchase supplemental coverage in increments one times (1X) to ~~four-five~~ times (4X5X) the basic coverage their base salary to a maximum of \$500,000 (basic + supplemental), 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 the employee moves to the higher age bracket.

Effective during the April 2014 life insurance open enrollment period for coverage beginning June 1, 2014, members who make no changes to their supplemental coverage will automatically have their supplemental coverage amount adjusted from a multiple of the base \$25,000 coverage to the nearest multiple their current base salary. Members will be responsible for paying any increased cost for the benefits. Increases to supplemental coverage beyond the amount automatically assigned by Hartford on June 1, 2014, will be subject to 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.

9.2.6 Part-Time Employees – Health Benefits

Part-time employees in ~~regularly~~-allocated positions of thirty-two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County's medical, dental, and vision plans, and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of ~~pay-paid~~ status hours in the pay period, excluding overtime and including any period of qualified FMLA and CFRA leaves without pay. ~~Part-time employees and their dependents, who, on June 29, 1987, were being provided with the same insurance benefits as full-time employees, will continue to receive full-time benefits throughout the term of this Memorandum.~~ Employees hired before April 1, 2010 will remain eligible to receive pro-rated benefits based on the ~~pay-paid~~ status hours in the pay period.

9.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period on or after the Board of Supervisors approves this MOU (January 1, 2014), all eligible full and part time employees 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 in this Article 9. Eligible employees who

waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above criteria, 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 9.2.6.

<u>Coverage Level</u>	<u>Effective On Board Approval</u>		<u>Effective 8/19/2014 - 6/8/2015 - 5/11/15</u>		<u>Effective 6/9/2015 5/12/2015</u>	
	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>
<u>EE only</u>	<u>\$0.17</u>	<u>\$30.00</u>	<u>\$0.17</u>	<u>\$30.00</u>	<u>\$0.17</u>	<u>\$30.00</u>
<u>EE +1</u>	<u>\$0.36</u>	<u>\$62.78</u>	<u>\$0.51</u>	<u>\$88.68</u>	<u>\$0.66</u>	<u>\$115.31</u>
<u>EE + 2</u>	<u>\$1.34</u>	<u>\$233.79</u>	<u>\$1.90</u>	<u>\$330.25</u>	<u>\$2.47</u>	<u>\$429.45</u>

Access to reimbursement under the HRA Plan will become effective beginning the first pay period on or after the Board of Supervisors approves this MOU. County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses incurred by an eligible employee or dependents as described in Internal Revenue code sections 105 and 106.

Health benefits in this Article 9 are available only to active employees. When this MOU ends on February 29, 2016, the parties agree that the health benefits in this Article 9 are subject to negotiations for a successor MOU.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees.

The County makes no representations or warranties in regard to the tax treatment of the HRA, including whether any portion of the HRA is taxable by the Internal Revenue Service or the Franchise Tax Board.

9.3 Employee Assistance Program

The County shall ~~continue to provide~~ provides an Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting the employee's job performance. (EAP) for all employees during the term of the Memorandum.

9.4 Malpractice Coverage

All employees of the County who are engaged in patient care and covered by the County's malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County agrees to meet and confer with the Union. This Section ~~9.4 (9.4)~~ is ~~not~~ neither grievable nor arbitrable.

9.5 Short Term Disability – Payroll Deduction

~~The County agrees that e~~Employees ~~that who~~ are ESC members may continue to purchase Short Term Disability (STD) Insurance coverage as may be offered by the (SEIU Local 1021) Union Insurance Services, at their own expense, through bi-weekly payroll deduction as long as they are members in good standing of ESC. Each employee is responsible for submitting to Union Insurance Services his/her own application for Short Term Disability Insurance and any subsequent material required by the insurance provider.

Upon request of the Union, the County will make a good faith effort to integrate any sick leave requested by an employee who is eligible to receive benefits under the Union's short-term disability plan. ~~The Union and its insurance carrier~~ will cooperate fully with the County, but the County, reserves the right to conclude such an integration if it becomes unworkable or beyond the County's resources available for payroll maintenance activities.

9.6 Long-Term Disability Program

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. ~~Benefit eligibility begins after sixty (60) calendar days of disability. The benefit waiting period is the longer of 60 days, or the period the employee elects to receive paid leave.~~ Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employees who chooses to use sick leave or other paid leave after the ~~sixtieth (60th)~~ day of disability is not eligible to receive any LTD benefits until the employee stops using paid leave. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by an applicable income, such as short-term disability benefits, retirement benefits, ~~social~~ Social sSecurity, and ~~social~~ Social ~~security~~ Security ~~disability~~ Disability benefits, ~~as outlined in the Plan Document.etc.~~

9.6.1 Long-Term Disability Claims Dispute

The ~~Provider~~ LTD claims dispute process is described in the Summary Plan Document Description or Evidence of Coverage. The ~~county~~ Human Resources Risk Management Division will assist employees with claims dispute processing, ~~related to the County's outside LTD provider.~~

9.7 Workers' Compensation Claims Dispute

Any dispute by an employee over a claim processed through ~~W~~worker's ~~C~~ompensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

9.7.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular bi-weekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during ~~such~~ any portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave, or compensatory time off.

9.8 Health Benefits During Leaves of Absence – Non-Medical Leaves Without Pay

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in ~~pay~~ paid status to less than fifty percent (50%) of the employee's FTE in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total

benefit premiums if the employee desires to continue medical, dental, vision life insurance and LTD coverage. ~~any coverage.~~ If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay-paid status to no less than fifty percent (50%) of the employee's FTE in a pay period, the County will continue to pay its normal benefit contributions.

9.9 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 continued coverage through COBRA Continuation of Coverage, and the employee is responsible for making a timely election and paying the COBRA premiums by the due date. ~~by paying the full cost of the insurance premiums.~~ Prior to the exhaustion of the thirteen (13) pay periods the County will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for any pay period in which the employee is in pay-paid status for at least 50% of the employee's allocated full time equivalent as specified in this Section 9.9 (Medical/Pregnancy Disability Leave).

If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay-paid status hours fall below 50% of the allocated full-time equivalent. The County's thirteen (13) pay period leave without pay benefit entitlement shall be coordinated with FMLA/CFRA/CPDL as provided in the County's Medical Leave Policy and this MOU.

The employee's ~~eighteen (18) month~~ entitlement under COBRA law shall begin when the employee is no longer eligible for a County contribution toward medical benefits. ~~FMLA/CFRA and the County's thirteen (13) pay period leave without pay benefit entitlement has been exhausted and the employee goes on an unpaid leave which is less than fifty percent (50%) of the employee's allocated hours.~~ When an the employee returns to work and has at least fifty percent (50%) allocated full-time equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month. ~~of the employee's allocated full time equivalent in pay status in any pay period and~~

~~subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new 18 month COBRA period begins again in the pay period in which the employee has a reduction of hours below fifty percent (50%) of the employee's allocated full time equivalent as this would constitute a new qualifying event under COBRA.~~

9.10 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 9.9 (Medical/Pregnancy Disability Leave) and Section 9.8 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) above, must notify the Auditor-Controller-Treasurer-Tax Collector (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 last day of the pay period or the date specified in the notice, he/she will receive one reminder notice. In order to ~~reinstate~~ 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 reminder notice will be sent. If the employee fails to make proper payment to the ACTTC ~~by the end of the second pay period~~ 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 first of the month following the employee's return to paid status.

9.10.1 Part-Time Employees-Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a pro-rated basis, as defined in Section 9.2.8, ~~(Part-Time Employees—Health Benefits)~~. For pay periods with no ~~pay~~ paid status hours, the County contribution pro-ration shall be based on the employee's FTE.

9.10.2 COBRA

The County ~~will continue to provide~~ continuation of health benefits insurance 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. ~~In the event this Act is rendered inapplicable to the County, either by~~

~~legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.~~

9.11 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:

~~Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.~~

~~The County shall continue to offer under IRS Code Section 105, provides a Health Care Reimbursement~~Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan~~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 shall be expanded to the~~ Employees may set aside the maximum amount stipulated in the Plan and consistent with the law.

Dependent Care Assistance Program

~~The County will continue~~provides a the Child and Dependent Care Assistance Program subject to the lan~~under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.~~

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

~~9.12 Long Term Care Payroll Deduction~~

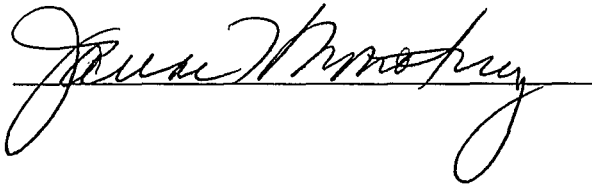
~~Represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi-weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.~~

~~Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction.~~

9.12 Plan Documents and Other Controlling Documents

While mention may be made in this Memorandum 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 various plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, "vendor" refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

FOR THE COUNTY:



Date: 12/20/2013

FOR ESC:



Date: 12/20/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

December 20, 2013

TENTATIVE AGREEMENT

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 13: COMPENSATION BENEFITS

13.1 Mileage Reimbursement

An employee who is authorized to and does provide a motor vehicle for travel required of the employee in the performance of official duty shall be reimbursed at the standard IRS business mileage rate.

13.2 Shift Differential Premium

An employee who is assigned to work and actually works an evening or night shift is entitled to receive shift differential defined below. All employees entitled to receive shift premium pay as of the first pay period following the execution of this Memorandum shall be paid as follows:

- a) Shift differential shall be paid only for hours worked on the defined shift. An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift differential pay.
- b) An employee must actually work 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. to receive the evening shift differential premium specified in subsection ~~12.2~~ 13.2(c). An employee must actually work more than 50% of his or her shift hours between 10:00 p.m. and 8:00 a.m. to receive the night shift premium specified in subsection ~~12.2~~ 13.2(d);
- c) An additional 5% above the employee's base hourly rate for each hour actually worked on an evening shift,

- d) An additional 10% above the employee's base hourly rate for each hour actually worked on a night shift, or for ~~LCSW and MFT~~Behavioral Health Clinician job classes, an additional 17% above the base hourly rate for each hour actually worked on a night shift.

13.3 Shifts Defined

For purposes of ~~this~~the shift differential premium, an evening shift is defined as beginning at or after 2:00 p.m. and prior to 10:00 p.m., and a night shift is defined as beginning at or after 10:00 p.m. and prior to 8:00 a.m.

13.4 Split Shift

An employee assigned to and who actually works a split shift shall receive shift differential based on the time of the beginning of each half shift in accordance with times specified in Section 13.3.

13.5 Call-Back Premium

Whenever an employee is ordered by the department head, or designee, to return to duty following the termination of the employee's normal work shift and departure from the work site, the employee shall receive a minimum payment equivalent to two (2) hours of overtime compensation or overtime compensation for the actual time worked, whichever is greater. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence. In no case shall an employee continue to receive standby pay once called back to work.

13.6 Standby Duty

An employee who is released from duty and is assigned by the County to be on standby, shall be eligible for standby premium pay. Standby duty requires that an employee designated by the appointing authority to be so assigned, be ready to respond immediately, be reachable by telephone, be able to report to work within a specified period of time, and refrain from activities which might impair the employee's ability to perform assigned duties. Answering telephone calls and responding to phone inquiries is considered part of the standby assignment and is compensated within the standby premium pay. Employees on standby are called upon to use their professional judgment and discretion as to whether the situation can wait to be addressed during regular work hours, referred to another authority, or call back to work is required to resolve. No employee shall be paid for standby duty and other compensable duty simultaneously.

13.7 Premium Pay for Detention Facilities

An employee in a class covered by this Memorandum who is assigned to work in a detention facility, Juvenile Hall, ~~Sierra Youth Center~~, Main Adult Detention Facility (MADF), North County Detention Facility (NCDF), Valley of the Moon Children's Home and Probation Youth Camp shall receive 10 percent (10%) premium pay above the employee's base hourly rate for all hours worked in the detention facility.

13.8 Standby Premium Pay

All employees (not covered by Article 13.9 C) in this bargaining unit assigned to standby shall be compensated \$4.75 per hour ~~effective February 23, 2010~~ of assigned standby duty. Standby time is not to be construed as work time.

13.9 Psychiatrist Standby Duty

As part of their routine work schedule, part-time and full-time Staff Psychiatrists can be assigned to standby and call-back according to the following provisions:

- a) General Procedure: Psychiatrists assigned to standby ~~will~~ may be provided a "beeper" pager by the department and, therefore, will not be restricted to their residence or other location during the assignment. However, staff so assigned will remain within the range limitation at which the "beeper" pager can function to alert the employee to phone in. Phone-in response time is required within fifteen (15) minutes and call-back availability is required within sixty (60) minutes, if the psychiatrist's presence is needed.
- b) Frequency: Each permanent full-time and part-time Staff Psychiatrist can be assigned to standby/call-back on a rotational basis. The frequency of the assignment will be determined by the number of staff available for rotation. It is the County's intent that no psychiatrist will receive the assignment more than four (4) days in each four-week period unless the assignment is mutually agreed to by the psychiatrist and the immediate supervisor. Absent mutual agreement, the County retains the right of assignment and is not precluded from assigning a psychiatrist to more than four (4) days of standby/call-back in a four (4)-week period. Should a psychiatrist be assigned to more than four (4) days in a four (4)-week period, the County and Union agree to utilize the consultation procedure outlined in Article 21 of this MOU.
- c) Psychiatrist Standby Compensation under Section 13.9 will be provided in accordance with the provisions of Article 6 - Hours of Work and Overtime dealing with compensatory time off and overtime. Each psychiatrist who

earns standby compensation under Section 13.9 shall, whenever possible, be allowed to use accrued CTO as paid leave up to an eighty (80) hour maximum. Consistent with Sections 15.1 and 15.2, the parties agree the County retains the right to determine staffing levels and work assignments. The County specifically reserves the right expressed in Article 6 to evaluate whether the taking of CTO as paid time off by psychiatrists will unreasonably impede psychiatric needs of the County. If the County judges an impediment will occur by use of CTO, then the County will direct that CTO earned above the forty (40) hours worked be paid in cash and not accumulated.

- d) Psychiatrist Call-Back Premium: A psychiatrist who is assigned to standby duty and who is required to return to work following the termination of the employee's normal work shift and departure from the work site, shall receive in addition to appropriate standby CTO, a minimum payment equivalent to two and a half (2.5) hours of his/her base hourly rate, or compensation at the base hourly rate for actual time worked, whichever is greater. Pay under this Subsection 13.9(d) may be converted to compensatory time off at the option of the employee and in accordance with Subsection 13.9(c), above.
- e) Emergency Call-Back: Any psychiatrist not on Standby Assignment may be assigned in an emergency to work on a weekend or be called back during the week and will be paid in accordance with Section 13.5, Call-Back Premium, and not under Subsection 13.9(d) above.
- f) Psychiatrist Compensation For Holiday Work: A psychiatrist who is on Standby Assignment or not and who is required to work on a scheduled holiday, shall receive overtime compensation for all hours worked on the holiday in accordance with the relevant provisions of this Memorandum.
- g) Psychiatrist Standby Duty - Compensation

Compensation for psychiatrists on standby duty will be as follows:

Monday-Friday: (non-holiday)	2 hours CTO or pay each day for all non-work hours (5:00 p.m. – 8:00 a.m. the following day).
Monday-Friday: (holiday)	4 hours CTO or pay each day for any holiday that upon a week day.
Saturday & Sunday:	4 hours CTO or pay for each day, 8:00 a.m.–8:00 a.m. the following day.

13.10 Psychiatrist Detention Facility Assignment

Psychiatrists not hired into positions for work at the Main Adult Detention Facility or North County Detention Facility are not normally assigned to routine detention facility work except in an emergency. If an emergency occurs, then psychiatrists may be assigned on a rotational basis to detention facility work for up to a month at a time based on reverse seniority (continuous County service on paid and unpaid status).

13.11 Psychiatrist Assigned Mental Health Medical Director Duties As Medical Services Chief

a) Psychiatrist Assigned As Medical Services Chief:

The Director of ~~Mental Behavioral Health~~ may assign a Staff Psychiatrist to perform ~~the full range of duties of Mental Health Medical Director~~ Medical Services Chief. Such employee shall be paid a premium ~~pay of thirteen percent (13%) above the employee's base hourly rate for all pay status hours actually worked performing the assigned duties of the Mental Health Medical Director, including overtime.~~

b) Psychiatrist Assigned as Juvenile Detention Facility Chief:

~~The Director of Mental Health may assign a Staff Psychiatrist to perform the full range of duties of Juvenile Detention Facility Chief. Such employee shall be paid a premium of ten percent (10%) above the employee's base hourly rate, including overtime, for all pay status hours worked in the Juvenile Detention Facility Chief assignment.~~

13.12 Deferred Compensation

13.12.1 Deferred Compensation – Voluntary Plan

- a) The County agrees to maintain the current deferred compensation plan for bargaining unit members in permanent full or part-time positions. ~~Nothing herein in this Memorandum renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof the plan. The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.~~

b) Employees represented by ESC agree to pay an administrative fee of approximately fifty cents (.50¢) per pay period on deferred compensation accounts to County's Treasury department.

13.12.2 Deferred Compensation - Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of the program.

13.12.3 Deferred Compensation - Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made ~~its~~ the employee's designated voluntary contribution.

13.12.4 Deferred Compensation - Program Modification

Nothing ~~herein~~ in this Memorandum renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion ~~thereof~~ of the plan, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s).

13.13 Bilingual Premium

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least ten percent (10) of the employee's work time, ~~such~~ an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of ninety cents (.90¢) per hour. The bilingual pay differential shall be paid for all hours the employee is in pay status, excluding overtime.

13.14 Salary Upon Temporary Promotion

An employee assigned by the ~~appointing authority~~ County to perform the duties of a higher classification to fill an approved vacancy caused by resignation, termination, promotion, or an ~~approved~~ extended leave of absence, and who meets the minimum qualifications of the higher classification, and who serves continuously in the higher classification for more than fifteen (15) consecutive days of work, shall be paid retroactive to ~~the first hour worked and thereafter~~ according to the salary of the range scale for the new class which would constitute an increase in salary at the step

most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in ~~said the~~ higher classification 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. ~~A twenty four (24) consecutive work hour waiting period shall apply.~~ Each subsequent time the employee is assigned to fill a vacancy in the same higher classification, ~~Upon completion of the 24 hour waiting period,~~ the employee will be entitled to receive increased salary as described above.

When the temporary assignment ends and the employee returns to his/her primary class, merit hours completed during the temporary assignment to the higher class will be applied to the primary assignment for purposes of determining step placement and eligibility for subsequent merit increases in the primary class.

13.15 Premium/Differential Pay Treatment

Premium and differential pay provided in this Memorandum will not be added to an employee's regular base salary for computing overtime or any other differential except as may be provided for otherwise in a specific premium or differential provision.

13.16 Public Health Nurse Assigned As Nurse Practitioner

An employee in the classification of Public Health Nurse I or Public Health Nurse II, who meets the minimum qualification for employment as a Nurse Practitioner/~~Physician's Assistant~~OB/GYN, and who is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner/~~Physician's Assistant~~OB/GYN, shall be paid at the salary step on the range for ~~such the~~ higher classification which corresponds to the salary step on the employee's salary range for each hour assigned and actually worked at ~~said the~~ higher classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.

~~13.17 Environmental Health Specialist III Assigned to New Sewage District Formation~~

~~The Director of Permits and Resource Management may assign an Environmental Health Specialist III to perform the duties associated with new sewage district formation. Such employee shall be paid a premium pay of five percent (5%) above the employee's base hourly rate.~~

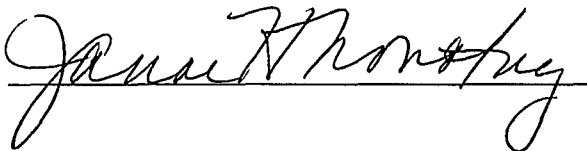
13.17 Premium for Child Psychiatrists

~~Effective February 23, 2010,~~ Employees in the classification of Staff Psychiatrist who are Board Certified in Child Psychiatry and who treat children for a majority of their assignment will receive a premium of two percent (2%) above the employee's base salary for all hours worked as a Child Psychiatrist.

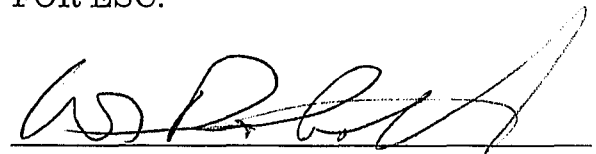
13.18 Psychiatric Emergency Services/Crisis Stabilization Unit (PES/CSU) Facility Assignment Premium

Effective July 8, 2014, bargaining unit members assigned to the PES/CSU Unit shall receive a five percent (5%) premium for hours actually worked at the PES/CSU. This facility assignment premium pay is paid to bargaining unit members who, as part of their expected job duties, work directly with individuals in acute crisis with uncontrolled behavior who may require hands-on restraint and immobilization. This premium is based on the existing working environment at PES/CSU, and future changes in the PES/CSU facilities and/or operations may warrant reduction or elimination of this premium through the normal meet and confer process.

FOR THE COUNTY:



FOR ESC:



Date: 12/20/13

Date: 12/20/2013

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

December 20, 2013

TENTATIVE AGREEMENT

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 14: SALARY UPON STATUS CHANGE

14.1 Salary At Appointment

Except as otherwise provided ~~herein~~ in this Article, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary ~~range-scale~~ for the class. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with approval of the County.

14.2 Reappointment Consideration

Any full-time or part-time employee who resigns in good standing, and who is reappointed on a full-time or part-time basis in the same class or a closely related class in the same salary ~~range-scale~~ or in a lower salary ~~scale~~ range within two years after resignation may, upon application by the appointing authority and approval by the County, be paid at any step in the appropriate salary ~~scale~~ range, but not less than two steps below the step paid at the time of resignation. Approval of the County is required only if the employee is rehired at a step which exceeds the step paid at the time of resignation.

14.3 Temporary To Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class at the same salary ~~range~~ scale, and without a break in service, shall retain the employee's present salary step upon appointment. Employment at a higher salary step not to exceed the maximum step in the

rangescale may be authorized, upon recommendation of the appointing authority and approval of the County. An extra-help employee who is appointed to an allocated part-time or full-time position in another class allocated to a higher salary rangescale, and with no break in service, shall be paid at a step in the new salary rangescale which is nearest in amount to that of the step received in the former rangescale.

14.4 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 to the same class from which separated or in a closely related class in the same salary rangescale, or in a lower salary rangescale than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable rangescale paid at the time of displacement, layoff or voluntary demotion. ~~Such~~ The employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase during continuous employment.

14.5 Salary Upon Promotion

Except as otherwise provided ~~herein~~ in this Article, any full or part-time employee who is promoted to a position in a class allocated to a higher salary rangescale than the class from which the employee was promoted shall receive the salary step rate of the appropriate rangescale which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's salary step rate before promotion, but not less than the minimum salary rangescale of the new class nor greater than the maximum salary of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion. An employee who is promoted shall be considered for a merit increase when the employee's total hours in ~~pay-paid~~ status, exclusive of overtime subsequent to promotion, equals 1,040 hours. The effective date of the merit increase shall be in accordance with Section 14.13.

14.6 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 greater than that to which the employee is normally entitled, but which does not exceed the top of the rangescale of the class to which the employee is promoted.

14.7 Salary Upon Demotion

- a) 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.
- b) A full or part-time employee, for whom the circumstances described in Section 14.7 (a) above, do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary ~~rangescale~~ than the class from which the employee is demoted shall have the employee's salary reduced to the salary in the ~~rangescale~~ for the new class next lower than, or not more than five percent (5%), lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the ~~rangescale~~ of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.
- c) A full or part-time employee to whom the circumstances described in Section 14.7 (a) above do not apply, who is demoted voluntarily or who displaces as a result of a layoff to a position in a class which is allocated to a lower salary ~~rangescale~~ than the class from which the employee is demoted or displaced as a result of layoff, shall receive the highest salary step in the ~~rangescale~~ for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary ~~rangescale~~ for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.
- d) 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 (2) 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.

14.8 Salary Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class ~~or in another closely related class for which s/he possesses the minimum qualifications~~ shall be paid placed at the same salary step in the ~~new range nearest in the amount~~

~~to that received prior to transfer as long as the following condition is met: the employee was receiving prior to the transfer.~~

A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class, as defined in the Civil Service Rules, for which the employee possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

~~The job class has a salary range within a maximum of plus or minus four percent (“+” or “-” 4%) of the employee’s current salary range.~~

14.9 Salary Upon Reallocation of Class

An employee in a position in a class which is reallocated from one salary ~~range~~scale to another, shall continue to receive the same salary step.

14.10 Salary Upon Reclassification of Position

- a) Whenever a position is reclassified to a class which is allocated to the same salary ~~range~~scale, the incumbent shall retain the same salary received prior to the reclassification, if the incumbent is appointed to fill the positions in accordance with Civil Service Rules.
- b) Except as otherwise provided ~~herein~~in this Article, whenever a position is reclassified to a class which is allocated to a higher salary ~~range~~scale, the salary of the incumbent shall be as provided by this Section upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.
- c) Whenever a position is reclassified to a class which is allocated to a lower salary ~~range~~scale, the salary of the incumbent shall be as provided by the 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, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y-Rate) of the salary ~~range~~scale for the employee’s class.

14.11 Merit Advancement Within Salary Ranges~~Scales~~

Merit increases within a ~~range~~scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the

employee's department head or appointing authority. Merit increases shall be made within the appropriate salary ~~range~~ scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly salary.

14.12 Salary Upon Advancement Within A RangeScale

Each employee shall be considered for an initial merit increase when the employee's total hours within the current class exclusive of overtime equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status at each step to which advanced equals 2,080 hours, exclusive of overtime.

14.13 Effective Date Of Merit Increase

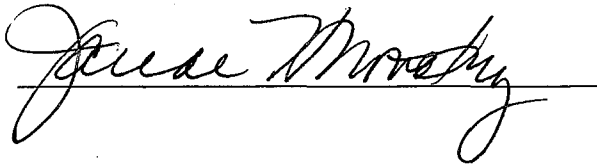
The effective date of a merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase.

14.14 Salary – Reduction In Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with Civil Service Rule 10.4, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. ~~Also excluded are the buyback or payoff of sick, vacation, holiday and compensatory accrued leaves.~~ Pursuant to Civil Service Rule 10.4, a reduction in pay shall not exceed five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1,040 hours in duration.

FOR THE COUNTY:

FOR ESC:





Date: 10/20/13

Date: 12/20/2013

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

December 20, 2013

TENTATIVE AGREEMENT

The County of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("Union") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

ARTICLE 17: FULL UNDERSTANDING

17.1 Full Understanding And Modification

This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties hereto and approved and implemented by the County's Board of Supervisors. This Memorandum of Understanding between the County of Sonoma and Engineers & Scientists of California 2013-2016, supersedes the 2012 Memorandum between the Parties.

17.2 Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

17.3 Separability

In the event any ~~section~~ article or ~~portion~~ section of this Memorandum is held to be invalid by operation of law, or by any tribunal of competent jurisdiction,

or if compliance with, or enforcement of, the section or portion thereof shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby. At the written request of either party within ~~ten~~ (thirty (30) days of the action invalidating a portion of this Memorandum, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of such ~~section or portion thereof~~ article or section.

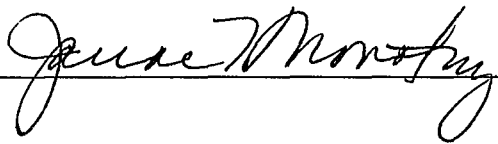
17.4 Side Letters

No later than May 31, 2015, ESC and the County shall identify and exchange copies of all known side letters between the parties. Any side letter that is not produced and exchanged by May 31, 2015 shall terminate on June 1, 2015. In meeting and conferring for a successor MOU, the parties will consider each identified and exchanged side letter to determine whether each side letter that has not terminated by its own terms continues to be valid and/or should be terminated or included in the successor MOU.

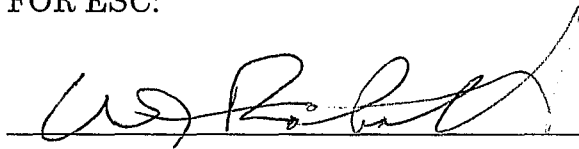
17.5 Health Care Reform Reopener [TA previously signed 8-16-13]

The County and the Union agree to reopen the MOU solely to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable Care Act (PPACA), commonly referred to as Health Care reform, or as required by subsequent state or federal statutes or regulations implemented during the term of this agreement.

FOR THE COUNTY:



FOR ESC:



Date: 12/20/13

Date: 12/20/2013

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20 Health Professionals, Unit 75

TENTATIVE AGREEMENT

April 19, 2013

ARTICLE 19: SAFETY

The County Of Sonoma ("County") and the Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend Article 19 as follows:

19.1 Shared Safety Obligations

The County is committed to providing a safe and healthy workplace for its employees. On behalf of its membership, the Union agrees that it is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor.

19.2 Safety Program

The County provides an Occupational Safety and Health Program in accordance with Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program adopted by the Board of Supervisors on February 26, 2008, Resolution # 08-0157.

19.3 Hazard Report, Action, Appeals Process

All hazard reports, or actions and appeals in response to hazard reports, shall not be grievable and shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program.

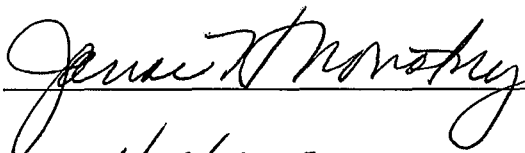
19.4 Safety Training

Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

19.5 Safety Shoes/Boots

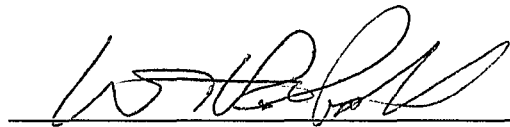
- a) Full-time and part-time employees in the class of Dairy Inspector, and the classes of Environmental Health Specialist I, II, III, assigned to Well and Septic Section at PRMD or the Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of safety shoes or boots, to be replaced on an as-needed basis, but not more frequently than every two (2) years. All vouchers/reimbursements issued under this Section will be at \$180.
- b) Full-time and part-time employees in the classes of Environmental Health Specialist I, II, III and Dairy Inspector assigned to the Food and Recreation section of Environmental Health Services at the Department of Health Services will be entitled to receive a voucher or reimbursement for one (1) pair of non-slip safety shoes, to be replaced on an as-needed basis, but not more frequently than every two (2) years. All vouchers/reimbursements issued under this Section will be up to \$110.
- c) If an employee wishes to receive a new voucher/reimbursement more frequently than every two (2) years, as employee's safety shoes or boots are not serviceable or repairable due to wear or damage, the employee will turn in that pair to the employee's supervisor and receive a new voucher/reimbursement to use for replacement of the unserviceable pair.
- d) If an employee as described in paragraphs (a or b) of Section 19.5 is designated by the Department Head (or designee) to a dual assignment that, for health or safety purposes, requires two (2) separate pairs of safety shoes or boots, they will receive a voucher or reimbursement for the purchase of a second pair of safety shoes or boots. Section 19.5(c) will be applicable to the second pair of shoes or boots.
- e) The parties understand and agree that the County provides vouchers/reimbursement for safety shoes and boots to help an employee perform the employee's job in a safer environment and that the safety shoes/boots are not worn or adaptable to general usage as ordinary shoes/boots.

FOR THE COUNTY:



Date: 4/19/2013

FOR ESC:



Date: 4/19/13

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA, LOCAL 20 (ESC)
Health Professionals, Unit 75

December 20, 2013

TENTATIVE AGREEMENT

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ARTICLE 20: MISCELLANEOUS PROVISIONS

20.1 Availability and Accessibility Of Memorandum

The County will ensure that this Memorandum will be available and accessible to all employees in the bargaining unit on-line at the County's inter-net and intra-net sites.

20.2 Direct Deposit

The County will continue to make a deposit of participating employee's pay checks directly to their bank or credit union accounts. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

20.3 Special Event and Emergency Response Program Assignments

a.—Special Events Assignment: The Department of Health Services will use a voluntary selection system, based upon an employees continuous service with the County, when assigning employees in the classes of Environmental Health Specialist Trainee I, II, III and Dairy Inspector to inspection of food facilities for weekend or holiday special events. Management of the Department of Health Services may deny an employee's request for an assignment due to an employee's qualifications to perform a particular assignment. A denial based upon an employee's qualifications may be grieved by the affected employee to the Third Step of this Memorandum the grievance procedure for a final binding decision by the department head. A request may also be denied where the department determines that such a request will result in excessive

overtime or mileage costs. For the purpose of this section "excessive" shall mean only round trip travel in excess of one hour or sixty (60) miles.

~~b. Emergency Response Program Standby Assignment: Assignment to standby in the Emergency Response Program (ERP) of the Department of Health Services' Hazardous Materials Section shall, whenever possible, be voluntary. All Environmental Health Specialists that are assigned to the Hazardous Materials Section and have completed the orientation training are eligible for volunteer ERP standby duty. Whenever a minimum of five (5) employees are willing to participate voluntarily, the program will be operated on a volunteer basis. If fewer than five (5) employees are available to participate voluntarily for ERP standby duty, the assignment to ERP standby will be mandatory for Environmental Health Specialists that are assigned to the Hazardous Materials Section.~~

-20.4 Lyme Tests

An employee who undergoes a test for Lyme disease will be reimbursed by the County for the portion of the test costs not reimbursed by the employee's health plan under Article 9. The employee must submit a claim for such reimbursement to the County's Risk Manager with appropriate supporting documentation.

20.5 Layoff And Placement Policy

a. Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (21 calendar days) after formal written notice has been presented or mailed to the employee at his or her last know address with a copy to the Union. The County recognizes its obligation to pay all compensation due and owing to an employee upon termination.

b. Job Placement

Prior to layoff, the County shall attempt to place employees in a vacant position. The employee must have received formal layoff notice and requested reassignment to another department and/or position. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job Placement under this article shall not be grievable or arbitrable under this MOU, but may be appealed to the Director of Human Resources for review.

c. Training

The County shall work with Job Link to offer job training resources to employees about to be laid off.

d. Severance Period

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, may separate from County service fourteen (14) calendar days prior to the effective date of the layoff~~after the eighth (8th) work day of the three (3) week notice period~~ and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the remainder of the three (3) week period~~that fourteen (14) day period~~.

e. Medical Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one-half its usual contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty-four (24) total months.

f. Salary Preservation

May be a subject for consideration by the County but shall not be a mandatory subject of bargaining.

g. Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 17 of this MOU.

20.6 Labor/Management Benefits and Advisory Committees

a. Interest Based Bargaining~~Training~~

1. The parties may agree to participate jointly in "Interest Bargaining" training sessions with a mutually agreed upon facilitator. The County shall provide appropriate release time for selected committee members during the term of this agreement subject to operational needs of the

Department. The County wide training fund shall pay half of the training cost with remaining funding coming from individual employee professional development or personal funds.

2. It is the intent of the parties to incorporate interest bargaining ~~etc~~ concepts into future labor/management negotiations.
3. This article is not grievable nor arbitrable under this contract grievance procedure.

b. Labor/Management Benefits (JLMBC) and Advisory Committees

1. ESC shall have the opportunity to participate on existing and future Labor/Management Advisory Committees in County Departments who have ESC members. The number of committee members and alternates will be agreed upon by the County Director of Labor Relations and the union Business Agent.
2. A member of the staff of the Human Resources Department or any committee member trained in facilitation or group problem-solving may serve as a facilitator. By mutual agreement the parties may also utilize the service of an outside facilitator with the department and the labor organizations sharing the outside facilitator's fee.
3. Labor/Management Advisory Committee meetings held during the employees regularly scheduled work time shall be deemed time worked for compensation purposes.
4. The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. The committees are encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committees are encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the department head with a copy to the Director of Human Resources and the Union Business Agent.
5. The department head shall evaluate proposed solutions, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.
6. Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the department Labor/Management Advisory committee in seeking and

locating funding for changes through other sources. The decisions of the department head shall not be precedent nor bind the County or other County departments. The County-wide Labor/Management committee shall publicize the positive results of department committee recommendations.

~~7. Matters of county wide interest and matters impacting the collective bargaining agreement shall be forwarded to the County Wide Labor/Management committee for review. ESC shall be represented by one member and the Business Agent or designee. Department committees are not authorized to bargain, modify or add to existing provisions of the existing agreement. Grievances, wages, hours, fringe benefits are also excluded from consideration by the committee; however, the County Wide Labor/Management committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Advisory committee to review and discuss a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.~~

7. ESC shall have the opportunity to participate on the Joint Labor/Management Benefits Committees (JLMBC). ESC shall be represented by one (1) member and/or the Business Agency or designee.

20.7 Retirement – 3% At 60 Retirement Program

20.7.1 Retirement – Employees Hired On Or Before December 31, 2012 And Employees Hired On Or After January 1, 2013 With Pension Reciprocity

This Section 20.7.1 (including subsections) shall apply to (1) employees hired on or before December 31, 2012 who are contributing members of the Sonoma County Employees' Retirement Association (SCERA) and (2) employees hired on or after January 1, 2013 who become contributing members of SCERA and who qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

20.7.1.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 20.7.1 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

20.7.1.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 20.7.1 who are contributing members of the SCERA.

20.7.1.3 Required Employee Contribution

SCERA members covered by this Section 20.7.1 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also will continue to pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

20.7.2 Retirement – Employees Hired On Or After January 1, 2013

This Section 20.7.2 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c).

Final Compensation Based On Three Year Average

20.7.2.1 As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 20.7.2, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

2% @ 62 Pension Formula

20.7.2.2 As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 20.7.2 who are contributing members of the SCERA.

20.7.2.3 Required Employee Contributions

As required by Government Code Section 7522.04(g), SCERA members covered by this Section 20.7.2 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 20.7.2 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

20.7.3 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of SCERA, employees who are contributing members of SCERA can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this MOU.

~~Effective June 22, 2004, the 3% at 60 Retirement program became available to ESC represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA).~~

~~On the above date, ESC represented SCERA members began contributing an additional 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfunded accrued actuarial liability resulting from any past service. Represented employees also will pay a pre-tax statutory contribution of approximately one percent (1%) or slightly more, contingent upon age of entry into the retirement system.~~

~~Additionally on this date, the employer paid one half percent (.5%) deferred compensation (457) contribution ceased and was re-directed to pay one half percent (.5%) of the normal retirement cost going forward.~~

~~Additional savings from the County Health Plan, conversion to Kaiser Plan "V" (\$5 co pay) and an additional \$1 per pay period employee dental contribution effective the first pay date in July 2004, were directed also to fund the normal cost above. In the event that effective County Health Plan changes are not achieved, the parties agree to re-open to discuss how to adequately fund the remaining costs associated with the new 3% at 60 enhanced retirement program.~~

20.8 Retirement Program Costs:

~~The parties agree to participate in a committee and discussion of modifications to the current retirement formula for new hires. ESC shall be represented by one member and the Business Agency or designee.~~

FOR THE COUNTY:

FOR ESC:

Juanita Montoya

W. Robert I.

Date: *12/20/13*

Date: *12/20/2013*

COUNTY OF SONOMA

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20
Health Professionals, Unit 75

TENTATIVE AGREEMENT

December 20, 2013

The County Of Sonoma ("County") And Engineers and Scientists of California, Local 20 ("ESC") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by ESC bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

**NEW ARTICLE 21: UNPAID FURLOUGH PROGRAM
(Existing Articles 21 and 22 to be renumbered.)**

21.1 Purpose

ESC and the County have agreed to an Unpaid Furlough Program (UFP) to enable ESC represented employees to achieve the County's stated cost reduction goals for all County employees. The UFP will consist of unpaid time off during each fiscal year as shown in the chart below for each full-time employee and pro-rated based on FTE for part-time employees.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an UFP day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

Fiscal Year	Hours of Furlough	Approx. Deduction per Pay Period*
FY 13/14*	31 hours unpaid furlough	3.1%
FY 14/15	48 hours unpaid furlough	2.3%
<u>FY 15/16 (Status Quo)</u>	<u>44.5 hours unpaid furlough</u>	<u>2.13%</u>

* Based on approximately 1,000 work hours remaining in FY 13/14 at ratification; full fiscal years based on 2,087 hours. FY 13/14 furlough hours

reduced to 31 by crediting ESC with FY 13/14 savings from suspension of floating holiday hours and holiday eve hours.

21.2 Scheduling Unpaid Furlough Days

Unpaid furlough days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for UFP hours taken.

Options for scheduling UFP days include, but are not limited to any combination of the following:

- Based on reduced service demands, the Department Head schedules UFP days so that some or all of the employees of the department are on UFP days simultaneously.
- The Department Head sets a schedule for UFP days.
- UFP days are scheduled similar to vacation days at the employee's request with approval from their supervisor.

UFP will be used in increments of the length of an employee's regular shifts or not less than 1 hour increments, and scheduled with the approval of their supervisor. UFP shall be used before any vacation or compensatory time off, until all UFP hours have been exhausted. For employees with greater than 270 hours of accrued vacation as of Dec. 18, 2013, vacation hours may be used before UFP hours through Feb. 17, 2014.

Except as otherwise provided in this Article, an employee shall use all UFP days for a fiscal year before any other paid or unpaid leave.

21.3 Impact Of UFP Days On Salary And Benefits

UFP shall be considered time in paid status. UFP shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Base salary shown on the salary schedule shall not be adjusted for UFP purposes. Instead, a "deduction" to salary will be the method used to generate UFP savings. County and employee retirement contributions are not affected by the UFP Program. Also, computations used for final compensation for employees retiring are not affected by the UFP Program.

Since the UFP pay reduction is spread out during multiple pay periods, resulting in employees being in a paid status for all hours including the UFP, the hourly cash allowance is not impacted and will be paid for all hours in a paid status. Hours not in a paid status (unpaid and non-UFP hours) shall be treated the same as current practices.

21.4 Changes to Scheduled UFP Time

In the event an employee is required to work on a previously scheduled UFP day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future UFP day.

21.5 Pay Deductions — Amortization

Deductions in pay for all UFP hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year. Each participating employee shall receive their normal paycheck, less the UFP deduction. UFP shall be prorated for part-time employees based upon their FTE (full-time equivalent).

Amortized UFP hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

21.6 UFP Accounts And Balances

The Auditor-Controller-Treasurer-Tax Collector/Payroll will create an accrual bank for UFP accumulated each pay period. UFP taken will be subtracted each pay period from employee's UFP balance.

It is the Department's responsibility to monitor, authorize and schedule UFP days to ensure employees are given the opportunity to take the full number of UFP hours assigned per fiscal year, and that employees do not exceed the full number of UFP hours assigned per fiscal year through the last full pay period of the corresponding fiscal year. Similarly, employees are responsible for monitoring and requesting UFP days, to assure that they take the required hours of UFP time during each fiscal year.

Except under extraordinary circumstances, with prior approval of the appointing authority, all employees shall use the required hours of UFP time during each fiscal year. With prior approval, at the close of the fiscal year any balance in the UFP accumulated account UFP hours owed by the employee to the County will remain in the employee's account to be taken during following

fiscal year until depleted. Employees must use any accumulated UFP prior to using vacation, or compensatory time off or unpaid leave.

21.7 UFP Deduction — New Employees

New full-time and part time employees hired after adoption of the UFP program will have the same amortized and/or pro-rated deduction as all other employees. New employees shall be required to take a prorated number of UFP hours during the fiscal year, to be determined based on their date of hire.

21.8 UFP — Terminating And Transferring Employees

Employees who separate from County service shall be paid for any accumulated UFP hours not taken at their current rate of pay. If a negative balance exists in the UFP accrual bank, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employees who transfer to a bargaining unit that is not participating in an UFP program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

21.9 Employees Laid Off — Eligible For Severance

If an employee receives a lay off notice, and is eligible for a severance period that includes scheduled floating UFP days, the time will not be charged to UFP, vacation, sick leave, or CTO. Any UFP accumulated but unused balances will be paid to the employee at time of lay off.

21.10 Employees With Periods Of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust all UFP remaining for the fiscal year prior to going into an LWOP unpaid status. Employees returning to paid status will have the same UFP deduction taken as regular employees (pro-rated based on FTE). Each time the employee goes on leave, any UFP accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

21.11 Workers Compensation Leave

UFP provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

21.12 Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and will not be reduced by the amounts deducted for UFP.

FOR THE COUNTY:

Jane Murphy

Date: *12/29/2013*

FOR ESC:

STP

Date: *12/20/13*



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 of the County of Sonoma, Board of Directors of the Sonoma County Water Agency, Board of Commissioners of the Community Development Commission, Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, and Board of Directors of the Northern California Air Pollution Control District

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Deena Thompson-Stalder (707)565-3174

Supervisorial District(s):

All

Title: Miscellaneous Classification and Compensation Changes

Recommended Actions:

Approve Concurrent Resolution amending Salary Resolution No. 95-0926 to establish the new classifications and salaries of Human Resources Analyst I – Project, Human Resources Analyst II – Project, and Human Resources Analyst III – Project, effective January 14, 2014.

Approve Resolution amending the Department Allocation List for the Human Resources Department to delete 1.0 Full Time Equivalent (F.T.E.) Senior Office Assistant and to add 1.0 F.T.E. Human Resources Technician, to delete a 0.5 F.T.E. Human Resources Analyst III and to add 1.0 F.T.E. Human Resources Analyst III – Project, effective January 14, 2014.

Executive Summary:

Human Resources Department:

Human Resources Analyst I/II/III - Project: Since July 2011, various departments have provided funding to the Recruitment and Classification Division of the Human Resources Department in order to receive more dedicated Human Resources staff support for their recruitments, classification studies, and other Human Resources related projects.

Project positions, as defined by County policy and the Civil Service Rules, are limited term positions that are in the classified service, are benefited, and exist only for a limited period of time for the purpose of accomplishing a specific project that has a limited funding source, with a maximum duration of 60 months. Over the last few years, Human Resources has received requests for project based work for which Extra Help was not appropriate, therefore, Human Resources determined it would be most practical to create the project classifications for the Human Resources Analyst series, to be able to meet the needs of departments who request limited term project based support. Human Resources will be

able to fill project positions at the appropriate level with the creation of the full series, which also allows incumbents the opportunity to alternately promote during the course of the project assignment, if merited.

Because project positions are limited in duration, at the end of the project term, every effort to mitigate layoffs and find positions for impacted employees is made. Often employees in project classifications are able to transfer to permanent positions in the regular class.

Based on Human Resources Recommendation, the Civil Service Commission adopted the classifications of Human Resources Analyst I – Project, Human Resources Analyst II – Project, and Human Resources Analyst III – Project at their December 19, 2013 meeting.

Salary Recommendation: Human Resources recommends setting the salary for Human Resources Analyst I – Project at \$5,696.10/monthly I-step, Human Resources Analyst II – Project at \$6,553.56/monthly I-step, and Human Resources Analyst III – Project at \$7369.27/monthly I-step which is consistent with the County practice of setting Project classification salaries the same as the equivalent non-project classification. The Human Resources Director and County Administrator’s Office concur that the recommended salaries are appropriate.

Human Resources Analyst III - Allocation

Currently and since 2010, the Sonoma County Water Agency (SCWA) provides funding for a 0.5 F.T.E Human Resources Analyst to Human Resources for SCWA to receive dedicated part-time Analyst support. Over time, SCWA has had an increased need for additional support related to recruitment, classification, compensation, and other Human Resources projects. As such, the existing 0.5 allocation does not adequately meet the current demand for support. Thus, SCWA desires to increase the capacity for Human Resources support by adjusting the funding to allow for a 1.0 project based position. The current need has shifted to be more project based work and it is not anticipated to be ongoing. Therefore, SCWA and Human Resources agree that a full-time project position, rather than the 0.5 regular Analyst position is most appropriate.

Senior Office Assistant: At the request of the Risk Management Division of the Human Resources Department, Human Resources conducted a classification study of one Senior Office Assistant assigned to the Benefits Unit. Based upon the complexity of the benefits related technical knowledge required of the position, Human Resources determined the incumbent was responsible for activities most consistent with the job classification of Human Resources Technician. The Civil Service Commission approved the reclassification of one Senior Office Assistant to Human Resources Technician and the promotion of the incumbent pursuant to Civil Service Rule 3.3B, at its December 5, 2013, meeting.

Prior Board Actions:

Throughout the year, each year, the Human Resources Department submits several Miscellaneous Classification and Compensation Board Items. The items contained in these reports have received Civil Service Commission approval as appropriate, and require Board approval in order to be fully adopted and implemented.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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):

Human Resources Department/Reclassification of Senior Office Assistant: The estimated cost of the salary adjustment (including benefits) is \$6,631 for FY 2013/2014, and an estimated ongoing annual cost (including benefits) of \$13,710. The Human Resources Department has incorporated the applicable costs into its budget through salary savings.

Human Resources Department/Human Resources III: The cost of the Human Resources Analyst III – Project position will be absorbed by the Department requesting the special project, which is the Sonoma County Water Agency. There is no impact on the Human Resources Department’s Budget. The Sonoma County Water Agency is currently funding a .5 F.T.E. Human Resources Analyst III. Therefore, the estimated cost of the salary, including benefits, is \$36,417 for FY 2013/2014, and an estimated ongoing cost, including benefits, of \$150,432. The Sonoma County Water Agency will fund this increased cost. And additional appropriations required will be included in the next consolidated budget adjustment.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Senior Office Assistant	\$3,175.90 - \$3861.17	0	1.0
Human Resources Technician	\$3,902.91 - \$4,744.72	1.0	0
Human Resources Analyst III	\$6,063.08 - \$7,369.27	0	0.5
Human Resources Analyst III – Project	\$6,063.08 - \$7,369.27	1.0	0

Narrative Explanation of Staffing Impacts (If Required):

Human Resources Department/Reclassification of Senior Office Assistant: Effective January 14, 2014, one incumbent will be reclassified to Human Resources Technician in accordance with CSR 3.3B.

Attachments:

1. Concurrent Resolution with Exhibit A.
2. Resolution Amending Department Allocation List for Human Resources Department.

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

1. Report to the Civil Service Commission – Senior Office Assistant Class Study.
2. Memo to Civil Service Commission establishing Human Resources Analyst I/II/III – Project.



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending The Salary Resolution No. 95-0926 To Establish The New Classifications And Salaries For Human Resources Analyst I – Project, Human Resources Analyst II – Project, And Human Resources Analyst III – Project, Effective January 14, 2014.

Whereas, at their December 19, 2013, meeting, the Civil Service Commission approved the recommendations to establish the new job classification specifications for Human Resources Analyst I – Project, Human Resources Analyst II – Project, and Human Resources III – Project; and

Whereas, Human Resources proposes the salaries for these Project Classifications, in accordance with County practice, be set the same as the salaries of the equivalent regular classification; and

Whereas, Human Resources recommends the salary for the Human Resources Analyst I – Project to be set to salary range 2694; Human Resources Analyst II – Project to be set to salary range 3100; and Human Resources Analyst III – Project to be set to salary range 3486; and

Whereas, the Human Resources Director and County Administrator's Office concur that the proposed salaries for Human Resources Analyst I – Project, Human Resources Analyst II – Project, and Human Resources Analyst III – Project are appropriate; and

Now, Therefore, Be It Resolved that the job classifications of Human Resources Analyst – Project I, Human Resources Analyst – Project II, and Human Resources Analyst – Project III be established and that Salary Resolution No 95-0926, Appendix A – Salary Table – Administrative Management be amended to reflect the title and salary range as set forth in Attachment A, effective January 14, 2014.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

SALARY RESOLUTION 95-0926

Appendix A

Salary Tables

ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A-Step 1/14/14
0802	Human Resources Analyst I – Project	2694
0803	Human Resources Analyst II – Project	3100
0804	Human Resources Analyst III – Project	3486



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending The Department Allocation List For The Human Resources Department To Reflect The Deletion Of A 1.0 Full-Time Equivalent Senior Office Assistant – Confidential, The Addition Of A 1.0 Full-Time Equivalent Human Resources Technician, The Deletion Of A 0.5 Full-Time Equivalent Human Resources Analyst III, And To Add A 1.0 Full-Time Equivalent Human Resources Analyst III - Project, Effective January 14, 2014.

Whereas, a classification study conducted by Human Resources concluded that the delegated authority and duties performed by one Senior Office Assistant - Confidential are most appropriately aligned with the job classification of Human Resources Technician; and

Whereas, at the December 5, 2013, meeting, the Civil Service Commission reclassified the Senior Office Assistant - Confidential to Human Resources Technician, and promoted the incumbent in accordance with Civil Service Rule 3.3B; and

Whereas, the Sonoma County Water Agency has determined a need for project based support from the Human Resources Department; and

Whereas, the Sonoma County Water Agency has been funding a dedicated 0.5 F.T.E. Human Resources Analyst; and the Sonoma County Water Agency has identified a need to increase the capacity for Human Resources related project work, to conduct recruitments, classification studies, and other special Human Resources related projects for the Agency; and

Whereas, the Sonoma County Water Agency has agreed to fund a dedicated 1.0 F.T.E Human Resources Analyst III – Project position in lieu of a 0.5 F.T.E regular Human Resources Analyst position; and

Now, Therefore, Be It Resolved that Allocation Table of the Human Resources Department is hereby revised as follows:

Resolution #

Date:

Page 2

Budget Index	Job Class	Class Title	Existing Positions In Class	Change in Position Allocation	New Total Allocation For Class	Duration/ End Date	Salary Range
006015	7003	Senior Office Assistant-Confidential	6.5	(-1.00)	5.5	Ongoing	1881
006015	7803	Human Resources Technician	7.0	1.00	8.0	Ongoing	2244
006015	0807	Human Resources Analyst III	11.5	(0.5)	11.0	Ongoing	3486
006015	0804	Human Resources Analyst III – Project	0	1.00	1.0	Project	3486

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

Susan Scott, 565-3389

Supervisorial District(s):

Countywide

Title: Amendments to Printer Maintenance Agreement and Data Equipment Maintenance Agreement

Recommended Actions:

1. Authorize the Chair to sign an Amendment to the Agreement with Signature Technology Group for Printer Maintenance Services to extend the contract for one year to January 23, 2015 for an amount not to exceed \$90,000 for the additional year, and a total contract amount not to exceed \$360,000.
2. Authorize the Chair to sign an Amendment to the Agreement with Signature Technology Group for Data Equipment Maintenance to extend the contract for one year to January 31, 2015 for an amount not to exceed \$77,400 to cover the cost of an additional year, and a total contract amount not to exceed \$212,800.

Executive Summary:

The Information Systems Department (ISD) is requesting one year extensions for two different services agreements, the Printer Maintenance agreement and the Data Equipment Maintenance agreement, both with Signature Technology Group. The implementation of the County's Enterprise Financial System and the rollout of the Voice over IP telephone services will have a significant impact on these services. The County mainframe equipment will be phased out as the Financial System is phased into use. Additionally the new financial system will require a greater use of scanning equipment. As the Voice over IP services roll out, the number of uninterruptable power supply units, which will require monitoring and battery replacements, will steadily increase. These two amendments to extend will enable the Information Systems Department to continue to receive maintenance services for printers and data equipment during this time of transition. They will also provide Department staff with the time to fully assess the changing needs and prepare a Request for Proposal process that will incorporate the changing requirements for printer and data equipment maintenance agreements.

Printer Maintenance Agreement - The Information Systems Department is responsible for over 500 printers of various types in use by County departments. The Department has found that it is more cost

effective to provide printer maintenance services through an outside contractor that specializes in printer maintenance and has warehouse space and a parts inventory rather than provide the service directly. In October 2010 ISD issued a Request for Proposals to solicit proposals for the provision of these services. Based on careful evaluation of the three proposals submitted, Signature Technology Group's proposal was selected as it provided the most comprehensive and economical services of the three proposals. A three year agreement for these services was approved by the Board in January 2011.

Data Equipment Maintenance – Data equipment maintenance is used to provide routine and as needed support for the County's mainframe computer and related peripheral equipment. The Information Systems Department issued a Request for Proposals for data equipment maintenance services in August 2010. After a careful and thorough evaluation process, the Signature Technology Group's proposal was accepted from a total of four responses and a three year agreement for these services was approved by the Board in February 2011. This service agreement has provisions for adding and removing equipment as needed. Consequently as the Department starts rolling out Voice over IP telephone services we will be able to add new uninterruptable power supply units to the contract as they are deployed. In addition to the cost of the one year extension for this agreement of \$42,400 (\$2,700/month for equipment maintenances and \$10,000 for as-requested services) we are requesting an additional amount, not to exceed \$35,000, to cover the cost of the additional equipment.

We are requesting that the Board authorize the Chair to sign the First Amendment to the Agreement for Printer Maintenance Services with Signature Technology Group, to extend the contract for one year for an amount not to exceed \$90,000 to cover the cost of the additional year of service, and a total amount not to exceed \$360,000 over the four year course of the contract.

Additionally we are requesting that the Board authorize the Chair to sign the First Amendment to the Agreement for Data Equipment Maintenance with Signature Technology Group, to extend the contract for one year for an amount not to exceed an amount \$77,400 to the cover the cost of an additional year and anticipated increases in uninterruptable power supply units, and a total amount not to exceed \$212,800 over the four year course of the agreement.

Prior Board Actions:

- February 1, 2011 - Approved the three year agreement with Signature Technology Group for Data Center Maintenance service.
- January 25, 2011 - Approved the three year agreement with Signature Technology Group for Printer Maintenance services.
- January 15, 2008 - Approved a three year agreement with Signature Technology Group for Printer Maintenance.
- January 18, 2001 - Approved a three year agreement with Signature Technology Group for Printer Maintenance. Approved subsequent amendments to extend this contract.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 70,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 70,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 70,000	Total Sources	\$ 70,000

Narrative Explanation of Fiscal Impacts (If Required):

These are ongoing maintenance expenses. About 50% of the expenses for the Printing and 40% for the Data Center Equipment services are expected to be used in this fiscal year and are budgeted in the annual budget. Cost recovery for the expense was incorporated into the Information Systems and Telephone billing rates. The expense will also be part of the annual budget for FY 14-15 and incorporated into the FY 14-15 billing rates.

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:

Amendment for Printer Maintenance; Amendment for Data Equipment Maintenance



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 Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works - Northern Sonoma County Air Pollution Control District

Staff Name and Phone Number:

Barbara Lee, 707-433-5911

Supervisory District(s):

Northern Sonoma County Air Pollution Control District

Title: Carl Moyer Grant Program for Clean Air Projects

Recommended Actions:

Adopt Resolution approving the District's participation in the Carl Moyer Grant Program for clean air programs and authorizing the Air Pollution Control Officer to: (1) annually file an application with the California Air Resources Board (CARB) for Carl Moyer Program funds through the statutory term of the program; (2) execute any funding agreements with CARB and other necessary actions to receive allocated funds through the statutory term of the program; (3) implement and expend the funds through a grant program in accordance with CARB guidelines, including the execution of grant funding agreements, subject to approval of County Counsel as to form; and (4) match the Carl Moyer funds received from CARB with local AB 923 funds, as may be required.

Executive Summary:

Staff of the Northern Sonoma County Air Pollution Control District (District) is requesting authorization for the Air Pollution Control Officer (APCO) to administer the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) as reauthorized by the Legislature pursuant to AB 8 (Perea, effective January 1, 2014) through the statutory term of the program. The Carl Moyer Program provides grant funding for cleaner-than-required engines and equipment. Grants are administered by local air districts. If approved, this item would authorize and direct the APCO to apply for allocated Carl Moyer Program funds on an annual basis; execute grant agreements with the California Air Resources Board (CARB); solicit grant project proposals and review those proposals pursuant to CARB Guidelines; execute grant agreements with qualified applicants; and all other administrative duties associated with the Carl Moyer Program, consistent with CARB Guidelines. All grant agreements would be subject to approval of County Counsel as to form.

Carl Moyer Program Background

The Carl Moyer Program was established by the California Legislature to reduce the emissions of oxides

of nitrogen (NOx) and particulate matter (PM) from diesel engines within the State. The funds are intended to be used for new purchase, re-power, or retrofit of diesel engines that meet program criteria, which are established in statute and by detailed program guidelines developed by CARB. Under each funding cycle and on an annual basis, each air district is eligible for a minimum allocation of \$200,000, and additional funds based on population and air quality. These additional funds are calculated annually by CARB; the minimum allocation does not require any local match, but funds in excess of the minimum must be matched with \$1 of local funds for every \$2 of state funding received.

The District provides local match funds for Carl Moyer Program funding from the \$2 per motor vehicle registration surcharge authorized by AB 923 (Firebaugh, Statutes of 2004) and approved by the District's Board of Directors in December 2004. These funds may be used for local funding of Carl Moyer projects, to fund Lower Emission School Buses, for specified Agricultural Assistance projects, and for remote sensing of light-duty vehicle emissions.

Ten percent of the Carl Moyer Program funds received from the State are set aside to be applied toward the District's administrative costs to run the program. The remaining funds received by the District from the State are granted to qualifying projects. The District has applied for and received over \$2 million from the Carl Moyer fund over the past 15 funding cycles (the first several years of the program the allocation amount varied and was as low as \$72,000 annually). These funds have been used to fund over 35 eligible projects within Sonoma County.

Carl Moyer Program Reauthorization

In September of 2013 with the passage of AB 8, the California Legislature reauthorized the Carl Moyer Program funding, allocation formula, and oversight through 2023. CARB will collect funds through this date and will allocate them according to the formula in the subsequent calendar year. Local air districts have two years to expend the funds after receipt. CARB has provided model language for district governing boards to establish program implementation authority and responsibility for the full term of the reauthorized program. The model resolution was developed to streamline program administration, reduce administrative costs, and provide better certainty for multi-year program planning. The attached resolution would provide the APCO with authorization and direction to apply for Carl Moyer funds each year, through the statutory term, and to undertake all activities needed to administer those funds through their full expenditure, and post-program tracking, consistent with CARB Guidelines, and with all grant agreements subject to approval of County Counsel as to form. The Resolution also authorizes the District to match the Carl Moyer funds received from CARB with local AB 923 funds, as may be required. This would only apply to AB 923 funds used to match Carl Moyer Program grants; the District would continue to seek Board approval on a project-by-project basis for AB 923 grant funding of projects that are outside of the Carl Moyer program.

Prior Board Actions:

12/4/12: Reso 12-0562 Authorizing the APCO to Apply for and Administer Carl Moyer Year 15 Funds;
1/11/12: Reso 12-0010 Authorizing the APCO to Apply for and Administer Carl Moyer Year 14 Funds;
12/14/10: Reso 10-0904 Authorizing the APCO to Apply for and Administer Carl Moyer Year 13 Funds.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Improving air quality by providing incentives for emission reduction programs.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 300,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 250,000
	\$	Fees/Other	\$ 50,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 300,000	Total Sources	\$ 300,000

Narrative Explanation of Fiscal Impacts (If Required):

\$250,000 of revenue and appropriations are budgeted annually for the Carl Moyer Program; an additional \$50,000 is budgeted annually for local match funds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

None.



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Directors of the Northern Sonoma County Air Pollution Control District to Accept, Administer, and Grant Carl Moyer Program Funds from the California Air Resources Board, and to Grant Local AB 923 Funds for Projects that Require Local Match Funding, on Eligible Projects Through The Statutory Term of the Carl Moyer Program.

Whereas, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (CARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines; and

Whereas, the Northern Sonoma County Air Pollution Control District (District) has successfully implemented Carl Moyer projects in past years to reduce emissions and improve air quality in the North Coast Air Basin, and seeks to continue in its clean air commitment to reduce emissions from diesel engines through clean air projects; and

Whereas, California Health and Safety Code section 44287 requires air districts participating in the Carl Moyer Program to provide match funding, and Carl Moyer Program Guidelines (CMP Guidelines) have established a match requirement of 15 percent of State funds received, with an exemption from this requirement for districts receiving the minimum grant award of \$200,000; and

Whereas, Assembly Bill 923 (Firebaugh, Statutes of 2004) authorizes collection of fees on registered motor vehicles to fund specified emission reduction projects, including its use as match funds for projects eligible for the Carl Moyer Program; and

Whereas, by Resolution No. 04-1156, this Board established the collection and allocation of fees in the amount of \$2 per motor vehicle for projects consistent with AB 923; and

Whereas, the District may be invited to accept CMP funds from other districts through inter-district transfer;

Now, Therefore, Be It Resolved that the Board of Directors of the District does hereby

Resolution #

Date:

Page 2

approve the District's continued participation in the CMP, and authorizes the Air Pollution Control Officer to file an application for and accept funds allocated and awarded to the District for eligible projects and program administration each year through the statutory term of the program, in accordance with the terms and conditions of CMP grant agreements with CARB; and

Be It Further Resolved that the Board of Directors of the District authorizes the Air Pollution Control Officer to match CMP funds with AB 923 funds for qualifying CMP projects as required by the CMP Guidelines; and

Be It Further Resolved that the Air Pollution Control Officer is authorized to execute on behalf of the District grant agreements with CARB, and all other necessary documents to implement and carry out the purposes of this resolution, each year through the statutory term of the program; and

Be It Further Resolved that the Air Pollution Control Officer is authorized to solicit proposals for emission reduction projects to be funded by the Carl Moyer Program Grant funds, and to take all steps necessary to implement the Carl Moyer Program in accordance with the Program Guidelines established by CARB, including the execution of grant funding agreements with qualified applicants subject to approval by County Counsel as to form, each year through the statutory term of the program.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Permit Resource and Management Department

Staff Name and Phone Number:

Ken Ellison 565-1928

Supervisorial District(s):

Second

Title: Appeal of the Planning Commission's interpretation of allowed uses for Novato Disposal Services Inc.; ADA10-0005

Recommended Actions:

Adopt the attached resolution upholding the Appeal (ADA10-0005) and setting aside the December 16, 2010 Planning Commission decision (PC Resolution #10-039), on the grounds that the applicant (Novato Disposal Services, Inc.) has withdrawn its interpretation request and submitted a Use Permit modification application to allow the Board to more appropriately condition the project, on a 5.4 acre property located at 2543 Petaluma Blvd. South, Petaluma, APN 019-220-046 (formally 019-220-038), Second Supervisorial District.

Executive Summary:

In 2010, Novato Disposal Services Inc. ("Novato Disposal") requested that proposed changes to its ongoing recycling operation (primarily substituting some of its approved light recycling for construction debris inert recycling) be interpreted as consistent with its existing Use Permit (PLP02-0072) ("the Use Permit"). Based on a referral from the Public Health Department, PRMD determined that modification of the Use Permit would be required for such a change in use. Novato Disposal subsequently appealed staff's determination (ADA10-0005).

On December 16, 2010, the Planning Commission, on a 5/0 vote, agreed that Novato Disposal's proposed substitution/changes were consistent with the Use Permit subject to certain restrictions (PC Resolution #10-039). The Planning Commission's decision was appealed to the Board of Supervisors by the Petaluma River Council, California Sportfishing Protection Alliance, and David Keller ("the Appeal").

Novato Disposal subsequently withdrew its interpretation request (although the Appeal remained because the Petaluma River Council, California Sportfishing Protection Alliance, and David Keller did not withdraw the Appeal). Novato Disposal then submitted a Use Permit modification application to modify the Use Permit to allow the same construction debris inert recycling, plus some other minor operational

changes.

On December 3, 2013, the Board of Supervisors conducted a public hearing on the Appeal and took a 5-0 straw vote to uphold the Appeal, thereby setting aside the December 16, 2010 Planning Commission decision, on the grounds that Novato Disposal has withdrawn its interpretation request and submitted a Use Permit modification application to allow the Board to more appropriately condition the project.

Prior Board Actions:

On February 8, 2005, the Board of Supervisors approved PLP02-0072 for a Use Permit with Design Review (i.e., the Use Permit) to legalize and expand an existing recycling and maintenance facility operated by Novato Disposal Services, Inc. at 2543 Petaluma Boulevard South.

On December 3, 2013, the Board of Supervisors conducted a public hearing on the Appeal and took a 5-0 straw vote to uphold the Appeal, on the grounds that Novato Disposal had withdrawn its interpretation request and submitted a Use Permit modification application to allow the Board to more appropriately condition the project.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Properly managed recycling facilities promote environmental stewardship.

Fiscal Summary - FY 13-14

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):

This is an at cost project paid for by the applicant, so no impact to County finances is expected.

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



County of Sonoma

State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

ADA10-0005 Ken Ellison

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Upholding The Appeal (ADA10-0005) And Setting Aside The December 16, 2010 Planning Commission Decision (PC Resolution #10-039) Regarding Uses Consistent With The Previously Approved Use Permit PLP02-0072 For A Recycling Operation, On A 5.4 Acre Property Located At 2543 Petaluma Blvd. South, Petaluma, APN 019-220-046 (Formally 019-220-038) , Second Supervisorial District.

Whereas, On February 8, 2005, the Board of Supervisors approved PLP02-0072 for a Use Permit with Design Review (“the Use Permit”) to legalize and expand an existing recycling and maintenance facility operated by Novato Disposal Services, Inc. (“Novato Disposal”), on a 5.4 acre property located at 2543 Petaluma Blvd. South, Petaluma, APN 019-220-046 (Formally 019-220-038) , Second Supervisorial District; and

Whereas, In 2010, Novato Disposal requested that proposed changes to its ongoing recycling operation (primarily substituting some of its approved light recycling for construction debris inert recycling) be interpreted as consistent with the Use Permit. Based on a referral from the Public Health Department, PRMD determined that modification of the Use Permit would be required for such a change. Novato Disposal subsequently appealed staff’s determination (ADA10-0005); and

Whereas, On December 16, 2010, the Planning Commission, on a 5/0 vote, agreed that Novato Disposal’s proposed substitution/changes were consistent with the Use Permit subject to certain restrictions (PC Resolution #10-039). The Planning Commission’s decision was appealed to the Board of Supervisors by the Petaluma River Council, California Sportfishing Protection Alliance, and David Keller (“the Appeal”); and

Whereas, Novato Disposal subsequently withdrew its interpretation request (although the Appeal remained because the Petaluma River Council, California Sportfishing Protection Alliance, and David Keller did not withdraw the Appeal). Novato Disposal then submitted a Use Permit modification application to modify the Use Permit to allow the same construction debris inert recycling, plus some other minor operational changes.

Whereas, On December 3, 2013, the Board conducted a public hearing on the Appeal and took a 5-0 straw vote to uphold the Appeal, thereby setting aside the December 16, 2010

Planning Commission decision, on the grounds that Novato Disposal has withdrawn its interpretation request and submitted a Use Permit modification application to allow the Board to more appropriately condition the project.

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

1. Novato Disposal has withdrawn its interpretation request that certain proposed changes to its ongoing recycling operation be found consistent with the Use Permit; and
2. Novato Disposal has submitted an application to modify the Use Permit to allow certain changes in its ongoing recycling operation; and
3. The Use Permit modification request will allow the Board to more appropriately analyze and condition the project; and

Be It Further Resolved that the Board of Supervisors hereby upholds the Appeal and sets aside the December 16, 2010 Planning Commission decision on Novato Disposal's interpretation request (PC Resolution #10-039).

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

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Melinda Grosch 565-2397

Supervisorial District(s):

Fourth

Title: Williamson Act Contract Amendment, KOA Vineyards LLC, AGP13-0024

Recommended Actions:

Adopt a Resolution to rescind existing Type I and Type II Williamson Act Contracts and authorize the Chair of the Board of Supervisors to simultaneously enter into a new Prime Land Conservation Contract for 31.31 acres as requested by Ellie Ouaknine for KOA Vineyards LLC; 150 Old Vine Road, Windsor; APN 066-280-028 and 066-280-044.

Executive Summary:

Action Requested of the Board of Supervisors: For this application, KOA Vineyards LLC seeks approval of a replacement Williamson Act contract for prime agricultural land (vineyards). Your Board is requested to adopt a resolution to rescind an existing Non-Prime Land Conservation contract and a Prime Land Conservation contract and replace them with one new Prime Land Conservation contract for a 31.31 acre parcel within Agricultural Preserves 2-348 and 1-348. Additionally the Board should authorize the Chair to execute the replacement Land Conservation Contract and attached Land Conservation Plan.

Location, Zoning and Project Description: The project site is located southwest of Windsor at 150 Old Vine Lane, off of Mark West Station Road. The project site consists of one 31.31 acre parcel with a single family residence, an in-ground pool, and 27.1 acres of vineyard. The parcel is zoned DA (Diverse agriculture) 60 acre density with the F2 (Flood Plain) Combining District.

Background: In 1991 a Lot Line Adjustment (File LA/AG91-137) was requested between the contracted parcel and an adjoining un-contracted parcel of 17.59 acres. The original 13.72 acre portion of the subject parcel (APN 066-280-044) was encumbered under the current Type II contract in 1972 when it was part of a larger parcel. For unknown reasons only the 17.59 acre portion was addressed in the Williamson Act contract that followed the Lot Line Adjustment. A new Type I Agricultural Preserve was created and APN 066-280-028 was brought under a Type I contract but the 13.72 acre portion added from the adjoining parcel remained under the Type II contract that covered the large parent parcel.

Because contracted land cannot be combined with un-contracted land the un-contracted land must be under contract. At 31.31 acres the parcel that resulted from the Lot Line Adjustment does not meet the minimum parcel size (40 acres) for Type II contracts. However, due to the vineyards planted on the property the parcel qualifies for a Type I contract.

Earlier this year, the Board of Supervisors initiated phase-out of undersized parcels and 13.72 acres of the subject parcel is subject to non-renewal of its Williamson Act contract as a result. If the Board of Supervisors does not approve a replacement contract, the property will phase out of the program over the next nine years.

The Board of Supervisors' December 2011 update of the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones ("Uniform Rules") eliminated the distinction between Prime (Type I) and Non-Prime (Type II) Agricultural Preserves. This allows the County to enter into either a Prime or Non-Prime contract in any established Preserve. The subject land is located within established Agricultural Preserves (2-348 and 1-348).

Also as part of the update of the Uniform Rules, the County has implemented use of a Land Conservation Plan which is attached to and incorporated into a Williamson Act Contract. The Land Conservation Plan shows locations of various agricultural, open space, permitted, and compatible land uses on contracted land. Future changes to the Land Conservation Plan may be approved by the Director of PRMD and recorded on title of the subject parcel.

Contract Requirements: The requirements for a new or replacement contract for land within a preserve are separate from the requirements for establishment of a preserve. The KOA Vineyards LLC parcel qualifies for a Prime Contract for the following reasons:

- a) Land is within an Agricultural Preserve: The parcel is currently located within Agricultural Preserves 2-348 and 1-348. No expansion of the existing Agricultural Preserves is necessary.
- b) Prime farmland: Contracts for parcels less than 40 acres in size must be for land designated prime farmland. Prime agricultural land is defined as land planted with fruit- or nut-bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and meet the minimum income requirements. The parcel was planted in vineyard in 1989 that has produced the required income for the subsequent years, thus meeting the definition of prime agricultural land.
- c) Minimum parcel size: The land must be at least 10 acres in size for Prime Land Conservation contracts. At 31.31 acres the parcel exceeds the minimum parcel size.
- d) Devoted to Agricultural or Open Space Uses: The applicant is requesting a contract for Agricultural Land. To be considered devoted to agriculture a minimum of 50% of the land must be continuously used or maintained for agricultural uses. Of the 31.31 acres 27.1 or 86.6% of the land is planted in vineyards, exceeding the 50% requirement.
- e) Only compatible Non-Agricultural uses allowed: In addition to the vineyards there is a single family dwelling, inhabited by the owner, and swimming pool on the property, both compatible uses. A small

irrigation pond is also located on the parcel and is considered part of the agricultural use.

f) Annual Income Requirements: For Prime Agricultural Land – Vines and Bushes (i.e., Grapes, Berries, Hops, etc.) the minimum income is \$1,000 per planted acre gross annual income. The current owners purchased the property in 2011 and have only one year of income data from 2012. In that year they harvested 125.5 tons of grapes and earned \$296,014 for an income of \$10,923/acre. The parcel exceeds the minimum qualifications for income.

g) Single Legal Parcel Requirement: The land proposed for the contract is comprised of a single 31.31 acre legal parcel resulting from a Lot Line Adjustment in 1991. It still has two Assessor Parcel Numbers because of the two current Williamson Act Contracts. Approval of this request to rescind the current contracts and replace a single contract will allow one Assessor Parcel Number to be assigned to the property.

Staff Recommendation: Staff recommends the Board of Supervisors approve the request because all of the state and local requirements for a Prime Land Conservation contract for the 31.31 acres within the existing Agricultural Preserve have been met.

Prior Board Actions:

On June 11, 1991, the Board approved the creation of a Type I Agricultural Preserve (Preserve Number 1-348) and a Type I Williamson Act Contract for 17.6 acres of land (APN 066-280-028) as a condition of approval of a previous Lot Line Adjustment.

On December 13, 2011, the Board approved the *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Resolution No. 11-0678). In addition, this Board of Supervisors Resolution authorized PRMD to non-renew substandard sized parcels unless a replacement contract is obtained.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Land Conservation Contracts support agriculture and agribusiness by assisting in the preservation of agricultural or open space land through the incentive of reduced property taxes.

Fiscal Summary - FY 13-14

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):

Approval of the replacement Williamson Act contract means that the owner will continue to pay a reduced property tax assessment based upon the value of the agricultural uses rather than the land value under Proposition 13. This results in a reduction in the County’s share of property tax revenue for each parcel under a Williamson Act contract. The amount of this reduction for an individual contract depends on parcel-specific variables including the Proposition 13 status of the land and the value of the agricultural crop, and is determined annually by the Assessor’s office. The Board has not requested, and staff does not recommend, evaluating property tax revenue implications on a contract-by-contract basis. Instead, the Board has directed that, as a policy matter, approving new contracts is important to the County’s agricultural economy and outweighs the cost in reduced property tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A: Draft Board of Supervisors Resolution

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

Land Conservation Contract with attached Exhibit A (legal description) and Exhibit B (Land Conservation Plan with attached Site Plan).



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

AGP13-0024 Melinda Grosch

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Request By KOA Vineyards LLC, c/o Elie Ouaknine, To 1) Rescind an Existing Williamson Act Contract and Replace It With a New Land Conservation Contract (Williamson Act Contract) and Attached Land Conservation Plan, and 2) Authorize the Chair to Execute the New Land Conservation Contract and Land Conservation Plan, For Prime Agricultural Land Located At 150 Old Vine Lane, Windsor, APN 066-280-028 and 066-280-044.

Whereas, a request has been made by property owners of KOA Vineyards LLC, c/o Elie Ouaknine, to Authorize the Chair to rescind an existing Williamson Act Contract and replace it with a new Land Conservation Contract (Williamson Act Contract) and attached Land Conservation Plan, for prime agricultural land located at 150 Old Vine Lane, Windsor, APN 066-280-028 and 066-280-044, Supervisorial District No. 4; and

Whereas, on December 13, 2011, the Board of Supervisors adopted the updated *Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones* (Uniform Rules) (Resolution No. 11-0678); and

Whereas, consistent with the *Uniform Rules*, County Counsel has revised the Land Conservation Contract form, which now incorporates a Land Conservation Plan identifying the various uses of the contracted land. Future changes to identified land uses require amendment of the Land Conservation Plan. The Board, pursuant to Resolution No. 11-0678, has authorized the Director of PRMD to approve amendments to executed Land Conservation Plans; and

Whereas, the Board of Supervisors finds that the 31.31 acre parcel, is currently located in Agricultural Preserves 2-348 and 1-348, and presently meet the requirements for a new Prime (Type I) Land Conservation Contract.

Now, Therefore, Be It Resolved that the Board of Supervisors makes the following specific findings concerning the requirements for a new Prime (Type I) Land Conservation Contract ("Contract"):

1. As required by Uniform Rule 4.2, the land proposed to be restricted by the Contract is a single legal parcel, presently identified by APN's 066-280-028

Resolution #

Date: January 14, 2014

Page 2

and 066-280-044; and

2. As required by Uniform Rule 4.2, the land proposed to be restricted by the Contract is currently located within designated Agricultural Preserves (2-348 and 1-348); and
3. The land proposed to be restricted by the Contract is Prime farmland and is 31.31 acres in size, which exceeds the 10 acre minimum parcel size requirement for a Prime Land Conservation Contract under Uniform Rule 4.2; and
4. As required by Uniform Rule 4.2, the land proposed to be restricted by the Contract presently meets the minimum annual commercial agricultural income requirement of \$1,000.00 per acre gross for vineyard land under a Prime Land Conservation Contract; and
5. Consistent with Uniform Rule 4.2, the land is devoted to an agricultural use because more than 50% of the land is planted with a commercial vineyard, which is a prime agricultural use; and
6. All non-agricultural uses of the land are allowed as compatible uses in Uniform Rule 8.0, and consistent with Government Code Section 51238.1; and

Be It Further Resolved that the Board of Supervisors finds the requested action categorically exempt from the California Environmental Quality Act pursuant to Section 15317, of the State CEQA Guidelines, which provides that executing a new Land Conservation Contract is exempt from the California Environmental Quality Act.

Be It Further Resolved that the Board of Supervisors hereby grants the request by KOA Vineyards LLC, c/o Elie Ouaknine by approving rescission of the existing Type II and Type I contracts and simultaneous replacement of those contracts with a new Land Conservation Contract and attached Land Conservation Plan, to restrict the 31.31 acre parcel located at 150 Old Vine Lane, Windsor, APN's 066-280-028 and 066-280-044.

Be It Further Resolved that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute the Land Conservation Contract and attached Land Conservation Plan.

Be It Further Resolved that the Clerk of the Board of Supervisors is hereby instructed to record within 20 days and no later than December 31, 2014 (1) this Resolution and (2) the associated Land Conservation Contract and attached Land Conservation Plan with the Office of the Sonoma County Recorder; and

Be It Further Resolved that the Board of Supervisors designates the Clerk of the Board as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based, including the original executed Contract

Resolution #
Date: January 14, 2014
Page 3

and Land Conservation Plan. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Bert Whitaker 565-2041

Supervisorial District(s):

Third District

Title: Sutter Medical Center Landscape Management Agreement

Recommended Actions:

Authorize the Chair to execute a Landscape Management Agreement between the County of Sonoma, Regional Parks Department and Sutter Medical Center of Santa Rosa to provide landscape maintenance services at the Chanate Road campus for the period of January 1, 2014 through December 31, 2015 with a total revenue amount of \$93,168.

Executive Summary:

Since 1996 Regional Parks Department has provided landscape management services for Sutter Medical Center of Santa Rosa, located on County-owned land in Supervisorial District #3. The approval of the original lease agreement in 1996 contemplated that the County would continue landscape management services based on the County's experience with maintenance of the premises. Sutter has been pleased with the level of service the department has provided over the years and wishes to continue the agreement.

For the term of the current proposed agreement Regional Parks will provide 22 hours per week of services resulting in an annual contract amount of \$46,584. Regional Parks utilizes General Assistance Guest Labor as available to provide these services at a low cost.

Sutter expects to vacate the premises at the end of 2014 and we will terminate this agreement when Sutter's obligation to maintain the Chanate property terminates. Regional Parks will work with General Services to make sure to property is properly maintained after Sutter has fulfilled their obligations.

The contract has provisions for Sutter to request and approve written estimates from Regional Parks for additional or emergency services that would be billed separately. These services include emergency call-outs, landscape designs, water audits, major damage from vandalism or storms, and major tree pruning.

Prior Board Actions:

Board of Supervisors approved landscape management agreements on 1/7/03, 2/1/05, 2/10/09, 1/11/11, and 1/31/12.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 23,292		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 23,292
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 23,292	Total Sources	\$ 23,292

Narrative Explanation of Fiscal Impacts (If Required):

Labor and materials expenditures will be offset by revenues from Sutter Hospital.

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:

Sutter Landscape Agreement 2014.pdf



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jody Like, Dept. Analyst, 565-1119

Supervisorial District(s):

All

Title: FY 13-14 Anti-Drug Abuse Grant Application

Recommended Actions:

Adopt a resolution authorizing the Sheriff to Accept and Execute the Anti-Drug Abuse (ADA) grant award totaling \$151,625 for the grant period from October 1, 2013 through September 30, 2014 including any amendments or modifications that do not substantially change the material terms of the Agreement.

Executive Summary:

This Board item requests that the Board of Supervisors authorize the Sheriff to accept and execute the FY 13-14 Anti-Drug Abuse (ADA) Grant including any amendments or modifications that do not substantially change the material terms of the Agreement. The grant funding period is October 1, 2013, through September 30, 2014; the grant is administered by the Board of State and Community Corrections (BSCC). BSCC supplanting rules prevent the use of grant funds to offset existing position costs.

ADA Background. The Sheriff's Office has been receiving annual ADA grant awards since 1991. The County's ADA program combines the efforts of the Sheriff's Office, the Probation Department, and the District Attorney's Office (DA) for the purpose of developing cases against drug dealers and coordinating other narcotic investigation and enforcement activities performed by various law enforcement agencies within Sonoma County. The total grant award is shared by the Sheriff and DA. As the implementing agency, the Sheriff's Office has the responsibility for administration of this grant.

ADA – FY 13-14. Due to the tight application deadlines, the application had to be submitted prior to the Board's approval. The FY 13-14 ADA application was submitted on November 20, 2013 for a total award of \$151,625. Of this amount, \$30,232 was allocated to the DA for the continued grant funding of a portion of a deputy district attorney and \$121,393 was allocated to the Sheriff's Office. The Sheriff's Office will use the ADA grant monies to fund approximately 500 hours of the salary and benefit costs of one deputy to support narcotic eradication and investigation activities (\$34,893). The remaining \$86,500 of the grant funds will be used to purchase equipment and technology in support of the ADA project, as

follows:

1. 3D Laser scanner to memorialize the scene of narcotic-related violent crimes, \$60,000.
2. Body wires / covert recording devices for use during undercover buy programs, \$7,500.
3. Covert surveillance cameras with remote monitoring capabilities to reduce on-site surveillance time and facilitate unmanned collection of intelligence for apprehension of offenders, \$10,000.
4. Monitor and projection equipment for Narcotics unit conference room to facilitate trainings and briefings for Narcotics personnel, \$3,000.
5. Tablets with wireless capability for use during mobile surveillance and GPS tracking, \$2,500.
6. Tactical vests for use by deputies/detectives serving narcotic related search warrants, 10 vests, \$3,500.

ADA Grant Restrictions. The grant has multiple mandatory objectives and activities that can only be implemented by criminal justice personnel. Mandatory activities include conducting investigations, making arrests, seizing illegal narcotics, and prosecuting offenders. The ADA grant prohibits supplantation, i.e. funds cannot be used to fund positions or activities already funded by other sources (e.g. General Fund, other grants, etc.); therefore FY 13-14 grant funds will be used to augment current Narcotics Unit investigation activities. ADA grant funding for a portion of a DA position has been continuous for over 15 years, therefore there are no supplanting issues with the DA's share of the grant.

ADA Appropriations. ADA funds in the amount of \$151,625 will be added to the Sheriff's FY 13-14 Adopted Budget during the mid-year consolidated budget adjustment process. Grant funds are budgeted as both revenues and expenses, and therefore have no net cost impact on the general fund. The DA's office portion of the grant award is \$30,232. Both the revenue and expenditures for the DA were included in the DA's FY 13-14 Adopted Budget.

Prior Board Actions:

Annual participation in ADA grant since 1991.

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

The Sheriff's Office and District Attorney's Office will use funding granted by the BSCC to enhance narcotic disruption activities and prosecution of offenders in Sonoma County.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 151,625	State/Federal	\$ 151,625
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 151,625	Total Sources	\$ 151,625

Narrative Explanation of Fiscal Impacts (If Required):

Appropriations will be added during the consolidated budget adjustment process. This program has no impact on general fund net cost.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A Resolution

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



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing the Sheriff to Apply For The FY 13-14 Anti-Drug Abuse (ADA) Grant, Accept The Grant Award Totaling \$151,625 For The Grant Period From October 1, 2013 Through September 30, 2014, And Execute The FY 13-14 ADA Grant Agreement Including Any Amendments Or Modifications That Do Not Substantially Change The Material Terms Of The Agreement.

Whereas, the Sheriff's Office desires to participate in the Anti-Drug Abuse Grant Program supported by the Edward Byrne Memorial Justice Assistance Grant Program funds and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

Now, Therefore, Be It Resolved that the Sheriff is authorized on behalf of this Board to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments or modifications that do not change the material terms thereof.

Be It Further Resolved that the subject federal grant funds may be received, and shall not be used to supplant expenditures controlled by this body.

Be It Further Resolved that County of Sonoma agrees to abide by the statutes and regulations governing the federal Justice Assistance Grant Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Analyst Jody Like, 565-1119

Supervisorial District(s):

All Supervisorial Districts

Title: Amendment to Agreement with Law Enforcement Psychological Services, Inc.

Recommended Actions:

Authorize the Sheriff to execute Amendment No. 1 to Agreement for Psychological Testing Services with Law Enforcement Psychological Services, Inc. to increase the contract value to \$55,000 for the term of the Agreement from July 1, 2012 to June 30, 2015.

Executive Summary:

The purpose of this item is to request that your Board authorize the Sheriff to execute an amendment to a current Agreement with Law Enforcement Psychological Services, Inc. increasing the contract value to \$55,000.

Due to significant changes in pension legislation and uncertainty surrounding employee labor negotiations throughout the fiscal year, the Sheriff's Office has experienced an unprecedented number of retirements both among sworn staff and civilian employees. Since the beginning of the fiscal year 12/13, 88 permanent staff members have separated from the Sheriff's Office. In response to this level of attrition, the Sheriff's Personnel Unit intensified its efforts to hire replacements for the vacated positions beginning in October 2012. Background investigations, including psychological testing, are performed for candidates seeking employment with the Sheriff's Office as Deputy Sheriff, Dispatcher or Correctional Deputy. The intensive hiring effort has had a significant impact on the total number of psychological tests conducted. In FY 11-12, 10 psychological tests were conducted; in FY 12-13, 33 were conducted, which represents a 230% increase due to the intensive hiring effort. In the first four months of FY 13-14, 20 psychological tests have been conducted.

Two vendors currently provide psychological testing services to the Sheriff's Office. On September 15, 2006 a Request for Proposal (RFP) was issued to nine vendors, including several local providers. The RFP evaluation committee recommended Law Enforcement Psychological Services, Inc. ("LE Psych") as the preferred vendor as they provided the best value to the County due to the quality of services provided, experience in the field of psychological testing, prior experience providing services to the Sheriff's

Office, and price. LE Psych has successfully been awarded the Sheriff's psychological testing contract through RFP processes since 1991. The second provider, Dr. Mark Clementi is a local provider who had also responded to the prior RFP. Dr. Clementi was offered a contract as a secondary provider given the volume of psychological tests currently being required to urgently fill the growing number of vacancies during this period of intensive hiring. In order to keep up with the current hiring need not only did the Sheriff's Office require a secondary contractor to provide services but we need to increase the not to exceed dollar amount of the contract with our primary vendor. This action is preferred as LE Psych provides these services at a lower rate than Dr. Clementi is able to provide service (\$350 vs. \$625). At our current rate of hiring, psychological testing services costs with LE Psych are expected to exceed the current \$24,999 contract value allowed under the County's standard professional services agreement, therefore an amendment to the current Agreement is needed. The existing Agreement with Law Enforcement Psychological Services, Inc. was executed by the County Purchasing Agent for a three year term expiring on June 30, 2015 and has a not to exceed limit of \$24,999. During the intensive hiring effort in FY 12-13 and FY 13-14, psychological testing expenditures with LE Psych are averaging approximately \$1,500 per month. Monthly expenditures are expected to be similar during the remaining six months of FY 13-14 and the first six months of FY14-15, but are projected to decrease to approximately \$700 per month for the rest of the term of the agreement. Therefore, the Sheriff's Office is requesting the not to exceed limit be increased to a total of \$55,000 for the three year term. If the contract value is not increased, the Sheriff's Personnel Unit will be unable to keep pace with attrition, overtime costs will increase to cover unfilled positions, and the ability for the Sheriff's Office to achieve its mission will be compromised. Psychological testing services are budgeted in the Sheriff's Administration budget. In FY 13-14, \$29,050 was budgeted for psychological testing; \$7,000 has been expended to date. Expenditures in excess of the baseline request are partially offset by one-time Graton Casino mitigation funds. No General Fund increase is requested at this time. The Sheriff's Office will offset the over-expenditures for psychological testing services within current appropriations until a report to the Board of Supervisors on the ongoing Intensive Hiring Effort is presented in the near future.

Prior Board Actions:

Approved agreements and amendments with Law Enforcement Psychological Services since 1991. The most recent Board item, Approval of an Agreement, was approved on January 9, 2007. (The current agreement did not require Board approval).

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

Increasing the value of the current psychological testing services contract will help ensure that vacant positions will be filled in a timely fashion so that the Sheriff's Office can maintain baseline law enforcement, detention, and support services to County residents.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 29,050	County General Fund	\$ 29,050
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 29,050	Total Sources	\$ 29,050

Narrative Explanation of Fiscal Impacts (If Required):

In FY 13-14, \$29,050 was budgeted for psychological testing; \$7,000 has been expended to date. No additional appropriations are being requested at this time.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Amendment #1 to agreement for Psychological Testing Services

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

**AMENDMENT NO. 1
TO AGREEMENT FOR PSYCHOLOGICAL TESTING SERVICES**

This Amendment No. 1 is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter, "County") and Law Enforcement Psychological Services, Inc., a California corporation (hereinafter, "Contractor").

RECITALS

WHEREAS, County and Contractor entered into the Agreement for Psychological Testing Services dated August 7, 2012 for the period of July 1, 2012 through June 30, 2015 (collectively, the "Agreement");

WHEREAS, County and Contractor have been mutually satisfied with the Agreement; and

WHEREAS, the parties wish to amend the sections and subsections of the Agreement relating to Payment (Subsections 2.2 and 2.3), which can be amended by the parties in writing pursuant to Section 8 of the Agreement.

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

AGREEMENT

1. Section 2 of the Agreement, entitled "Payment," is hereby deleted and replaced in its entirety with the following:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

a. County shall pay Contractor three hundred and fifty dollars (\$350.00) for each completed pre-employment psychological assessment of a candidate. If the Contractor administers a written test to a candidate but, upon request of the Sonoma County Sheriff's Office (SCSO), does not conduct a face-to-face interview, then County shall pay Contractor only fifteen (\$15.00) to cover the cost of the test materials.

b. County shall pay Contractor two hundred dollars (\$200.00) per hour for miscellaneous psychological consulting services it performs at the request of the SCSO.

c. County shall pay Contractor one hundred dollars (\$100.00) per hour for court testimony provided at the request of the SCSO.

Contractor shall not be entitled to reimbursement of any expenses incurred in connection with this Agreement unless otherwise agreed to in writing by the SCSO. Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and Sheriff-Coroner. The bill[s] shall identify the services completed and the amount charged. Payments under this Agreement shall not exceed \$55,000.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

**LAW ENFORCEMENT
PSYCHOLOGICAL SERVICES, INC.**

COUNTY OF SONOMA

By: _____
Michael D. Roberts, President

By: _____
Steve Freitas, Sheriff-Coroner

Date: _____

Date: _____

**APPROVED AS TO FORM FOR
COUNTY:**

By: _____
Anne Keck, Deputy County Counsel

Date: _____

**INSURANCE CERTIFICATES ON FILE
WITH THE DEPARTMENT:**

By: _____



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen 707-565-2231

Supervisorial District(s):

Fourth District

Title: Desmond Mitigation Bank Agreement

Recommended Actions:

Authorize the Director of Transportation and Public Works to execute an agreement with Christopher and Annie Desmond, totaling \$3,560,000 and any other documents required for purchase of conservation credit for mitigation related to Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project.

Executive Summary:

The Department of Transportation and Public Works Airport Division requests the Board to authorize the Director of Transportation and Public Works to execute an agreement with Christopher and Annie Desmond, owners of the Desmond Mitigation Bank, in the amount of \$3,560,000 and any other documents required for wetland credits and creek and riparian mitigation to fulfill a portion of the mitigation requirements for the Charles M. Schulz – Sonoma County Airport Runway Safety Improvement Project.

This agreement provides for the County's purchase of 3.9 acres of deep pool wetland creation credits, at a total cost of \$300,000, which provides partial compensation for impacts to 4.44 acres of wetland habitat resulting from the Project.

The agreement also allows the County to conduct riparian restoration on the Desmond Mitigation Bank at a cost of \$3,260,000. 7,002 linear feet of mitigation is required under the various permits and this mitigation provides the right to conduct 2,623 linear feet of riverine/riparian mitigation in accordance with the Revised Mitigation And Monitoring Plan. The owner of the Desmond Mitigation Bank is required to assist in obtaining any amendments in the mitigation bank documents necessary to allow the restoration. The combined wetlands mitigation provided for in this agreement will partially meet conditions required by the California Department of Fish and Wildlife Section 1602 Streambed Alteration Permit, the North Coast Regional Water Quality Control Board's Section 401 Water Quality Certification Permit and the Army Corps of Engineers 404 permit.

For the Project’s mitigation needs as a whole, the Airport conducted a request for proposals in February 2012 to provide mitigation credits or mitigation acreage for wetlands, endangered plants, and CTS impacts associated with the Project. 11 proposals were received covering 16 mitigation sites, turn-key sites and other potential mitigation sites. The selection of mitigation proposals was based on cost as well as issues raised by the permitting agencies with respect to the appropriateness of certain sites.

This agreement accounts for only a portion of the mitigation requirements associated with the Project. The mitigation ratios are subject to change during the permitting process with the resource agencies. The estimated cost for all mitigation requirements is approximately \$21,800,000. The Airport has received a Federal Aviation Administration grant award for 90% of the funding for the mitigations.

CEQA Compliance:

The agreement implements regulatory requirements and guidance to improve and restore habitat, and will not result in any significant environmental impacts. The Desmond agreement is exempt from CEQA review based on several different exemptions, including CEQA Guidelines 15304(d) (minor alterations to land and water to improve habitat), 15313 (acquisition of land for preservation of fish habitat); 15325(c) (acquisitions to allow for improvement or restoration of habitat), 15333 (small habitat restoration projects that are less than 5 acres); 15061(b)(3) ("Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."). The Department of Transportation and Public Works Airport Division requests the Board to authorize staff to issue a Notice of Exemption.

Prior Board Actions:

10/22/13: Board approved an agreement with East Austin LLC for conservation acreage; 9/10/13: Board approved four Agreements and two Amendments for purchase of conservation acreage and approved three Grant Anticipation Notes, all related to the Runway Safety Project; 12/11/12: Board approved two Agreements for purchase of conservation acreage; 10/23/12: Board approved the third amendment for RS&H; 10/23/12: Board approved the second amendment for Mead and Hunt; 3/27/12: Board approved Airport Development Loan; 1/24/12: Board approved Airport Development Loan; 1/24/12: Board approved amendment number one with Mead and Hunt; 1/24/12: Board certified the Final Environmental Impact Report, amended the General Plan and adopted the Airport Master Plan.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This agreement supports the County’s Strategic Plan focus area of Economic and Environmental Stewardship.

Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 2,560,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 2,304,000
	\$	Fees/Other	\$ 256,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 2,560,000	Total Sources	\$ 2,560,000
Narrative Explanation of Fiscal Impacts (If Required):			
<p>This agreement has phased payments over three fiscal years. In FY 13-14, the Airport will outlay \$2,560,000; in FYs 14-15 and 15-16 the outlay will be \$500,000 each year for the total agreement amount of \$3,560,000. The Airport has received a Federal Aviation Administration grant award for 90% of the funding for the mitigations. Airport operating revenues will be used as the local match to the federal grant.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
Desmond Mitigation Bank Agreement; Desmond TCE; Desmond Memo of Agreement			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen (707) 565-2231

Supervisorial District(s):

Second District

Title: Adobe Road Signal at East Washington Street Project

Recommended Actions:

Approve resolution authorizing the Chair to accept Grant Deed, Grant of Easement deeds, Quitclaim Deed, and land; execute Right of Way Contracts-Public Highway, including payments totaling \$36,153, which include \$5,425 for severance damages; and other technical actions; lands of Radha Soami Society-Beas America (APN 136-070-043); Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray & Nelson (APN 136-060-056).

Executive Summary:

The staff of the Department of Transportation and Public Works ("Department") is proposing to signalize the intersection of Adobe Road and East Washington Street. The project is required to meet increasing traffic demands and to improve safety conditions at this location. Safety is also a concern at this intersection due to its accident history. A federal grant from the High Risk Rural Road program was awarded to the County to improve the intersection. Because of the federal funds, there was an extensive environmental process, requiring both CEQA and NEPA that took almost 3 years to complete before right-of-way acquisition could take place. The project has now reached the stage of development and the Department can now move forward with this phase. The subject of this resolution is the purchase of right-of-way from three subject properties required for the Adobe Road Signal at East Washington Street Project.

Right-of-way is required from four separate subject properties adjoining the intersection in order to construct the project. In addition to County roadway and storm drainage right-of-way acquisitions, several Pacific Gas and Electric Company ("PG&E") easements are being acquired on behalf of PG&E for overhead utility line relocations required for this project. The County is responsible for the acquisition of utility easements required by PG&E when a County project results in the relocation of existing utility facilities.

Formal offers to acquire the necessary road and public utility rights-of-way were made to the subject property fee owners and a formal notification was provided to the holder of an open space easement on one of the subject properties. The right-of-way acquisition from one of the subject properties (Buckeye Ranch Family Limited Partnership) was approved by this Board on December 10, 2013. The right-of-way acquisitions that are the subject of this Resolution comprise the remaining real property interests that are required for this project.

The ownerships, property rights to be acquired, and total compensation for each of the subject property acquisitions that are the subject of this item are as follows:

Radha Soami Society-Beas America (APN 136-070-043): The property interests to be acquired consist of a Grant Deed (fee simple), Grant of Easement Deed (storm drainage easement), and two PG&E Easement Deeds for overhead utility line relocations. The fee owners have graciously agreed to donate the right-of-way for the benefit of the public. However, the right-of-way to be acquired is encumbered by a Sonoma County Agricultural Preservation and Open Space District ("SCAPOSD") open space easement and SCAPOSD seeks compensation for the impact to their interest in this property. Any lenders on this property will need to provide reconveyances/releases during escrow to provide the County with free and clear title to the right-of-way to be acquired. Should compensation become an issue at that time, the Department will return to the Board for further guidance. The construction contract work to be performed on this property (fencing replacement, driveway replacements) is valued at \$24,700. The 78.33 acre subject property parcel is located at the southwesterly corner of the road intersection and is improved with the Science of the Soul Study Center, a spiritual center.

Sonoma County Agricultural Preservation and Open Space District (open space easement interest on the above APN 136-070-043): As noted above, the Radha Soami Society-Beas America subject property and associated right-of-way requirement is encumbered by a Sonoma County Agricultural Preservation and Open Space District ("SCAPOSD") open space easement. SCAPOSD seeks compensation for the right-of-way acquisition's impact to their interest in this property. The property interest to be acquired is a Quitclaim Deed. The agreed upon monetary compensation for this property right is \$4,887. An official notice of the proposed purchase was sent to SCAPOSD on October 9, 2013.

Jaime Vaca (APN 136-070-004): The property interests to be acquired consist of a Grant of Easement (for roadway and utility purposes) and two PG&E Easement Deeds for overhead utility line relocations. The agreed upon monetary compensation for these property rights is \$22,966, which includes payment for extensive frontage steel rod and pipe fencing. As an administrative settlement, the owner will forego a portion (\$8,634) of the compensation initially offered in exchange for installation of a crushed rock parking area to be installed by the County. The owner has also agreed to provide a temporary construction easement for a project construction staging site upon this same area except for the limited and specified time that this area is required for the owner's seasonal pumpkin patch business. Construction contract work (crushed rock parking installation, driveway apron replacements) is valued at \$26,481. This 29 acre agricultural property is located at the southeasterly corner of the road intersection. The property is improved with two small residences and various farm outbuildings. The owner operates a seasonal pumpkin patch business (Punky's Adobe Farm) on this parcel.

Camilla Gray & Kurt Nelson (APN 136-060-056): The property interests to be acquired consist of a Grant

of Easement (for roadway and utility purposes) and a PG&E Easement Deed for overhead utility line relocations. The agreed upon monetary compensation for these property rights is \$8,300. The purchase price includes a \$5,000 administrative settlement. Construction contract work (extensive frontage fencing replacement, driveway apron replacements, and business sign relocations) is valued at \$39,451. This 105.86 acre agricultural property is located at the northeasterly corner of the road intersection. The property is improved with the owners' residence, horse barn, covered riding arena, and facilities associated with their dog training and kennel business (Dairydell Canine). A portion of this property is leased for cattle grazing.

All of the property owners and SCAPOSD have agreed to accept the monetary compensation referenced above and have signed all necessary right-of-way acquisition documents. The PG&E Easement Deeds will be accepted and recorded by PG&E after the close of each corresponding escrow.

The attached resolution will authorize the Chair to execute the Right of Way Contracts-Public Highway, including payments totaling \$36,153, which include \$5,425 for severance damages; accept Grant Deed, Grant of Easement deeds, Quitclaim Deed, and land; accept land described within the Grant Deed and two Grant of Easement deeds (Document Numbers 5602-51-1 and 5602-52-1) into the County highway system; authorize proration and transfer of taxes on said land; and authorize refunds, if applicable, under Section 5096 of the Revenue and Taxation Code.

The contracts have been approved as to form by County Counsel.

Prior Board Actions:

12/10/13: Board approved Buckeye Ranch acquisition.

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

Provide a safe and modern intersection on a primary arterial road providing access to the easterly side of Petaluma.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 126,785		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 126,785
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 126,785	Total Sources	\$ 126,785

Narrative Explanation of Fiscal Impacts (If Required):

The project is funded with a Federal Highway Safety Improvement Program grant, Proposition 1B, and Countywide Traffic Mitigation funds. Appropriations are available in the 2013-14 Road Improvements index. Acquisition costs total \$36,153 and construction contract work to above properties valued at \$90,632.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution; Resolution Exhibits "A, B, C, D, E, F, G, H,I"; Acquisition Maps 1, 2, 3 and 4; Location Map

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

Grant Deed (Radha Soami Society); Grant of Easement (Gray & Nelson); Grant of Easement (Vaca); Grant of Easement (Radha Soami Society); Quitclaim Deed (Open Space District); Right of Way Contracts (Open Space District); Right of Way Contracts (Gray & Nelson); Right of Way Contracts (Vaca); Right of Way Contracts (Radha Soami Society)



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, authorizing the Chair to accept Grant Deed, Grant of Easement deeds, Quitclaim Deed, and land; execute Right of Way Contracts-Public Highway, including payments totaling \$36,153, which include \$5,425 for severance damages; accept land described within the Grant Deed and two Grants of Easement deeds (Document Numbers 5602-51-1 and 5602-52-1) into the County highway system; authorizing proration and transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of Radha Soami Society-Beas America (APN 136-070-043); Sonoma County Agricultural Preservation and Open Space District (open space easement interest on APN 136-070-043); Vaca (APN 136-070-004); and Gray & Nelson (APN 136-060-056); Adobe Road Signal at East Washington Street Project; Project No. C02279.

Whereas, a Grant Deed and a Grant of Easement, both dated October 7, 2013, conveying land described therein to the County of Sonoma, and two Easement Deeds, both dated October 9, 2013, conveying land described therein to the Pacific Gas and Electric Company, have been tendered to this Board of Supervisors by Radha Soami Society-Beas America, a non-profit religious organization; and

Whereas, a Quitclaim Deed, dated December 17, 2013, conveying land described therein to the County of Sonoma, has been tendered to this Board of Supervisors by the Sonoma County Agricultural Preservation and Open Space District; and

Whereas, a Grant of Easement, conveying land described therein to the County of Sonoma, and two Easement Deeds, conveying land described therein to Pacific Gas and Electric Company, all dated December 11, 2013, have been tendered to this Board of Supervisors by Jaime Vaca, a married man as his sole and separate property; and

Whereas, a Grant of Easement, conveying land described therein to the County of Sonoma, and an Easement Deed, conveying land described therein to Pacific Gas and Electric Company, all dated December 4, 2013, have been tendered to this Board of Supervisors by Camilla J. Gray and Kurt E. Nelson, wife and husband; and

Resolution #

Date:

Page 2

Whereas, the County of Sonoma is desirous of securing said land and easements for road improvements and, on behalf of Pacific Gas and Electric Company, relocation of overhead utility lines associated with the construction of the Adobe Road Signal at East Washington Street Project located easterly of Petaluma.

Now, Therefore, Be It Resolved that the Board does hereby accept said deeds conveying real property interests to the County of Sonoma according to terms set forth therein.

Be It Further Resolved that the Chair of the Board be and hereby is authorized and directed to execute the Right of Way Contracts-Public Highway and the statutory Certificates of Acceptance in connection with said deeds conveying real property interests to the County of Sonoma.

Be It Further Resolved that the right-of-way conveyed to the County by the deeds referenced as Document No. 5602-50-1 (Grant Deed), Document No. 5602-51-1 (Grant of Easement), and Document No. 5602-52-1 (Grant of Easement), and more particularly hereinafter described, be and the same are accepted into the County highway system under the provisions of §941 and §943 of the Streets and Highways Code of the State of California.

Be It Further Resolved that the total financial consideration (cash and value of construction contract work) for the property interests to be acquired from the four ownership interests totals \$102,085 and the individual consideration by ownership is as follows:

Radha Soami Society-Beas America: The fee owners graciously agreed to donate this right-of-way to the County. Construction contract work is valued at \$24,700. (Grant Deed, Grant of Easement (storm drainage), and two PG&E Easement Deeds)

Sonoma County Agricultural Preservation and Open Space District: \$4,887 settlement associated with the impact to their open space easement that will result from the County's right-of-way acquisitions from and project construction on the Radha Soami Society-Beas America property. (Quitclaim Deed)

Vaca: \$49,447, including a cost-to-cure/severance damage payment (\$5,425) and the value (\$26,481) attributed to construction contract work. (Grant of Easement (roadway & utility) and two PG&E Easement Deeds)

Gray & Nelson: \$47,751, including \$5,000 as an administrative settlement payment and the value (\$39,451) attributed to construction contract work. (Grant of Easement (roadway & utility) and PG&E Easement Deed)

Resolution #

Date:

Page 3

Be It Further Resolved that as part of the total financial consideration above, the County Auditor-Controller-Treasurer-Tax Collector be and hereby are authorized and directed to draw their warrants on the Road Fund, Acquisition of Right-of-Way, in the sums of: \$4,887, payable to First American Title Company, their Escrow No. 4904-3592003 (Sonoma County Agricultural Preservation and Open Space District); \$22,966, payable to First American Title Company, their Escrow No. 4904-3592005 (Jaime Vaca); and \$8,300, payable to First American Title Company, their Escrow No. 4904-3592002 (Camilla J. Gray & Kurt E. Nelson); said sums representing the financial consideration agreed upon in connection with the herein described conveyances.

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma and Pacific Gas and Electric Company more particularly described as follows:

See Exhibits "A" - "I" attached

Be It Further Resolved that the County Recorder be and hereby is authorized and directed to record said deeds at no cost to the County as provided under Government Code §6103.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

APN 136-060-056 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma
County Dept. of Transportation and Public Works for
public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

**Camilla J. Gray and Kurt E. Nelson,
wife and husband, as Joint Tenants**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

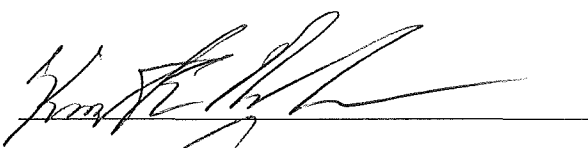
Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, curbs, gutters, sidewalks, landscaping, and appurtenances; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; electrical, gas, water, telephone, cable, television, sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

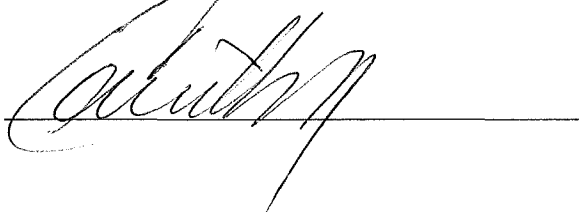
All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-52-1



Dated Dec 4, 2013



RESOLUTION EXHIBIT A

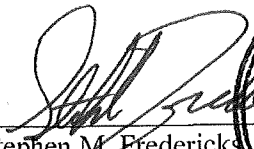
EXHIBIT "A"

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

All that portion of the lands of Gray and Nelson lying within Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, No. 7072
Exp. 12/31/2014
STATE OF CALIFORNIA

Containing 629 square meters of land.

Parcel: 5602-52-1
Revised: 7/30/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.42 Lt.

RESOLUTION EXHIBIT A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

State of California

County of Sonoma

On December 4, 2013 before me, Christina Voyles, Notary Public,
Date Here Insert Name and Title of the Officer

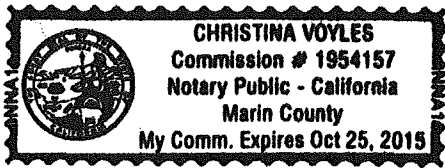
personally appeared Camilla J. Gray and Kurt E. Nelson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: 12-4-13

Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RESOLUTION EXHIBIT A

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____, and grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____

Chair of the Board of Supervisors of the County of Sonoma

End of Document

RESOLUTION EXHIBIT B

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-1325

EASEMENT DEED

CAMILLA J. GRAY and KURT E. NELSON, wife and husband,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-060-056)

Lot 4 as shown upon the Parcel Map No. 7859 filed for record July 31, 1985 in Book 374 of Maps at pages 3-4, Sonoma County Records.

Said facilities and easement area are described as follows:

Such overhanging wires, cables, crossarms, fixtures, and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the parcel of land described as follows:

PARCEL 1 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the strip of land described as follows:

PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

RESOLUTION EXHIBIT B

Distribution Easement Rev. (04/13)

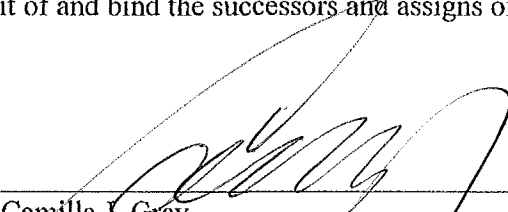
Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

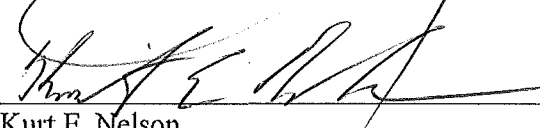
Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 12/4, 2013.



Camilla J. Gray



Kurt E. Nelson

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: E. Albanese (ERAD)
Revision Number: 0

RESOLUTION EXHIBIT B

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the northwesterly line of said lands of Gray and Nelson said point also being on the Proposed Right of Way line as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, thence along said Proposed Right of Way line South 54°36'40" East, 15.00 feet (4.572 meters) to a point on the southeasterly line of that easement described in a deed recorded as Document Number 85-047355 and the Point of Beginning; thence South 54°36'40" East, 31.83 feet (9.702 meters); thence leaving said Proposed Right of Way line North 6°38'15" East, 63.67 feet (19.407 meters) to the southeasterly line of said easement; thence along said southeasterly line South 36°37'17" West, 55.83 feet (17.017 meters) to the Point of Beginning.

Containing 888 sq. ft., more or less

Parcel : 5602-52-2

Parcel 2

Being a portion of the lands of Camilla J. Gray and Kurt E. Nelson as described in that deed recorded as Document Number 2009-098380 of Official Records, Sonoma County Records, being more particularly described as follows:

Being a strip of land of the uniform width of 5 feet extending northeasterly from the Proposed Right of Way line crossing said lands of Gray and Nelson as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records and being 2.5 feet on each side of the following described line.

Commencing at a point on the northwesterly line of said lands of Gray and Nelson said point also being on the Proposed Right of Way line as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, thence along said Proposed Right of Way line South 54°36'40" East, 272.38 feet (83.022 meters) to the Point of Beginning; thence North 37°15'24" East, 3.28 feet (1.000 meters) to the end of said strip.

The sidelines of said strip shall lengthen or shorten so as to terminate on the Proposed Right of Way line crossing said lands of Gray and Nelson as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

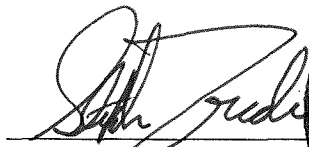
Containing 16 sq. ft., more or less

Parcel: 5602-52-3

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

RESOLUTION EXHIBIT B

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

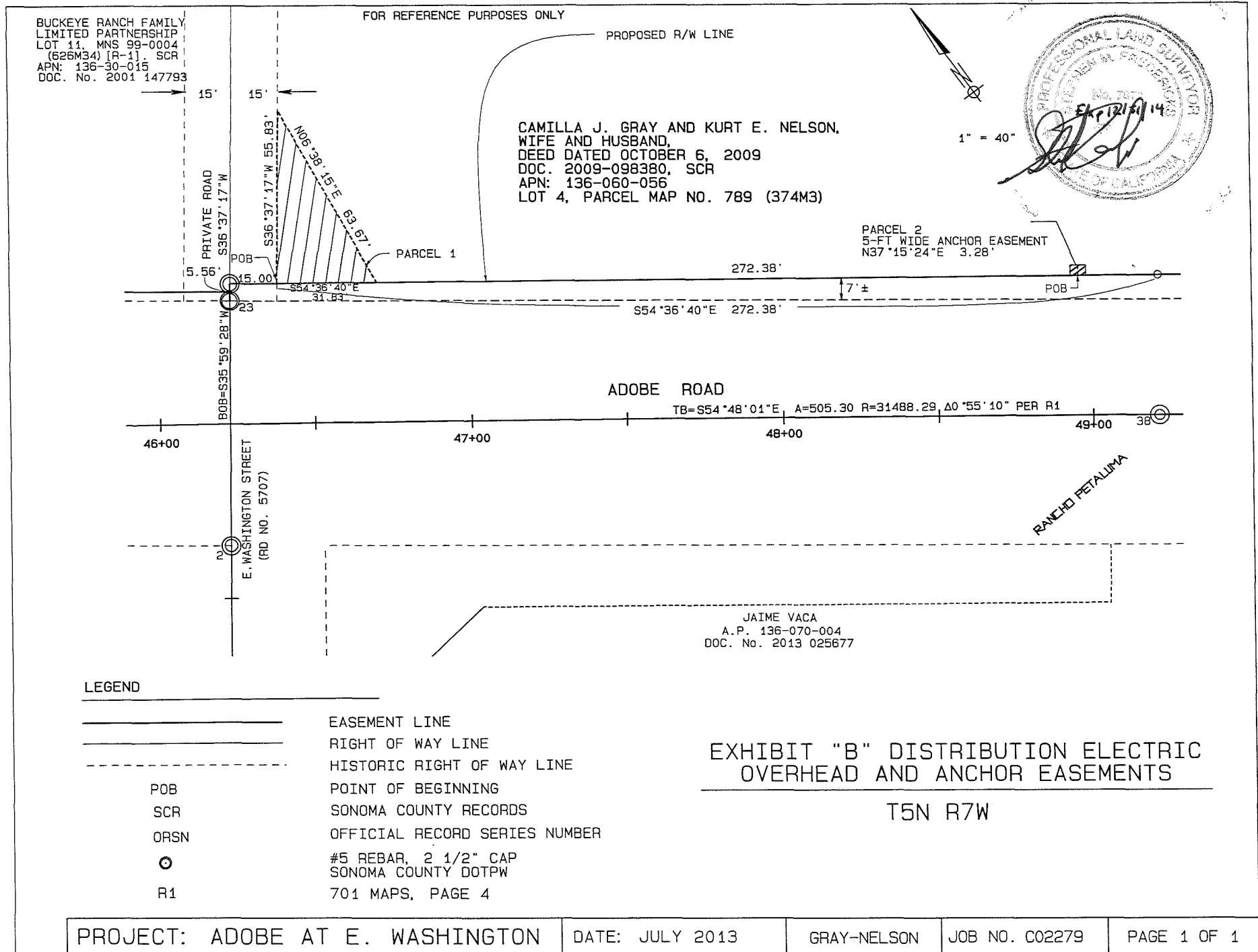


Stephen M. Fredericks, Exp. 12/31/2014



Revised: 7/30/2013

RESOLUTION EXHIBIT B



RESOLUTION EXHIBIT B

Distribution Easement Rev. (04/13)

State of California

County of Sonoma)

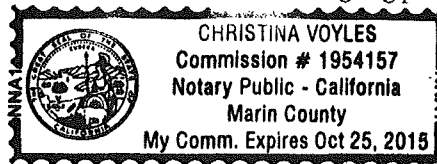
On December 4, 2013, before me, Christina Voyles, Notary Public,
Here insert name and title of the officer

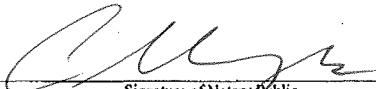
personally appeared Camilla J. Gray and Kurt E. Nelson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT C

RECORDING REQUESTED BY

COUNTY OF SONOMA
.....

**WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS**

APN 136-070-004 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

**Jaime Vaca,
a married man, as his sole and separate property**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

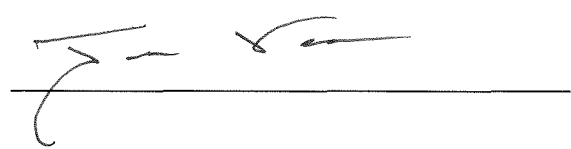
Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, curbs, gutters, sidewalks, landscaping, and appurtenances; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; electrical, gas, water, telephone, cable, television, sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-51-1



Dated 12/11, 2013

RESOLUTION EXHIBIT C



EXHIBIT "A"

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 18.541 meters right of Station 14+95.000 of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 61.553 meters; thence South 81°57'20" West, 11.202 meters; thence leaving last said line South 81°57'20" West, 2.710 meters to a point that is 14.458 meters right of Engineer's 'W' Centerline as shown on said map; thence South 35°44'51" West, 60.723 meters to a point that is 14.458 meters right of Engineer's 'W' Centerline Station 6+45.000; thence South 39°05'04" West, 91.362 meters to a point on the existing right of way; thence along said existing right of way North 35°44'51" East, 167.711 meters; thence South 54°09'28" East, 76.901 meters to a point that bears South 35°37'47" West, of Station 14+95.000 of the Engineer's 'A' Centerline as shown on said map; thence leaving said existing right of way line South 35°37'47" West, 5.764 to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks


Containing 1125 square meters (12,660 square feet), more or less

Parcel: 5602-51-1

Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.31 Rt.

Road Name: East Washington Street
Road #: 5707
Postmile: 10.88 -11.01 Rt.

RESOLUTION EXHIBIT C

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

State of California

County of Marin }

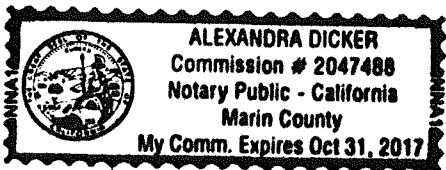
On 12/11/2013 before me, Alexandra Dicker, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jaime Vaca
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

RESOLUTION EXHIBIT C

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____, and grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____

Chair of the Board of Supervisors of the County of Sonoma

End of Document

RESOLUTION EXHIBIT D

SINGLE LINE OF TOWERS (REV. 01/11)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2405-07-1400

EASEMENT DEED

2013150 (01-13-059) 05 13 00
Adobe Rd Widening

JAIME VACA,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the Unincorporated area of Sonoma County, State of California, and are described as follows:

(APN 136-070-004)

Lot 1 as shown upon the map entitled "Map of East Side a portion of Lot 250 Petaluma Rancho" filed for record February 9, 1912 in Book 27 of Maps at page 16, Sonoma County Records.

The aforesaid easement area is described as follows:

PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

RESOLUTION EXHIBIT D

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any towers constructed hereunder with any other number or type of towers either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

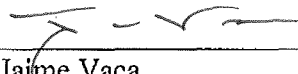
(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

RESOLUTION EXHIBIT D

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated 12/11, 2013.



Jaime Vaca

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251-3
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: C. Yada (CAY7)
Revision Number: 0

RESOLUTION EXHIBIT D

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the Existing Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 41.92 feet (12.777 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence South 35°37'47" West, 12.17 feet (3.709 meters); thence South 59°12'41" East, 5.82 feet (1.774 meters); thence North 35°54'07" East, 11.65 feet (3.551 meters) to a point on the Existing Right of Way of Adobe Road; thence along said Right of Way North 54°09'28" West, 5.86 feet (1.786 meters) to the Point of Beginning

Containing 69 sq. ft., more or less

Parcel: 5602-51-3

Parcel 2

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

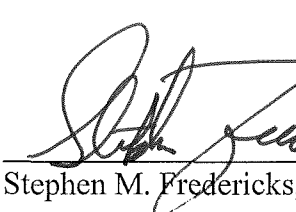

Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.830 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 81.76 feet (24.920 meters) to the Point of Beginning; thence North 54°29'50" West, 120.18 feet (36.631 meters); thence South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters); thence South 81°35'41" East, 38.98 feet (11.881 meters); thence South 59°12'41" East, 114.41 feet (34.872 meters) to the Point of Beginning

Containing 783 sq. ft., more or less

Parcel: 5602-51-2

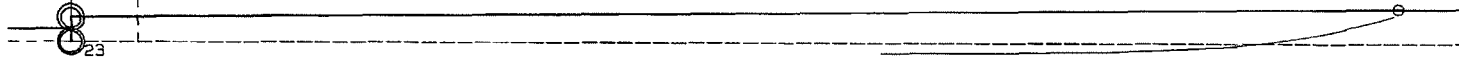
Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, 

Road Name: Adobe Road
Road #: 5602
Postmile: 14.25-14.31 Rt.

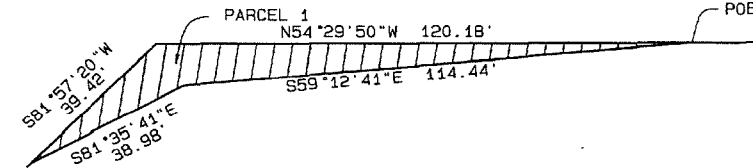
CAMILLA J. GRAY AND KURT E. NELSOON,
WIFE AND HUSBAND,
DEED DATED OCTOBER 6, 2009
DOC. 2009-098380, SCR
APN: 136-060-056
LOT 4, PARCEL MAP NO. 789 (374M3 [R-2])



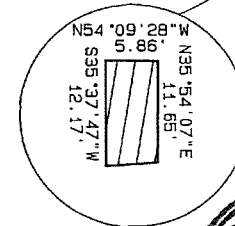
ADOBE ROAD

TB=S54°48'01"E A=505.30 R=31488.29 ΔO°55'10" PER R1

E. WASHINGTON STREET
(RD NO. 5707)



JAIME VACA
DEED DATED MARCH 7, 2013
ORSN: 2013-025678, SCR.
LOTS 1-5 OF THE "MAP OF
EAST SIDE" (27M16)
APN: 136-070-004



EASEMENT LINE
RIGHT OF WAY LINE
HISTORIC RIGHT OF WAY LINE
POINT OF BEGINNING
SONOMA COUNTY RECORDS
OFFICIAL RECORD SERIES NUMBER

#5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW

EXHIBIT "B" TRANSMISSION ELECTRIC
OVERHEAD EASEMENT



1" = 40"

POB
SCR
ORSN
⊙

T5N R7W

RESOLUTION EXHIBIT D

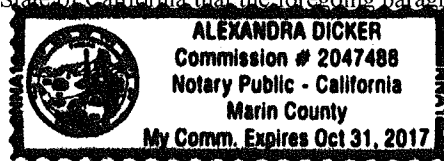
Distribution Easement Rev. (04/13)

State of California
County of Marin

On 12/11/2013, before me, Alexandra Dicker, Notary Public
Here insert name and title of the officer
personally appeared Jaime Vaca

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Alexandra Dicker
Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT E

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY

Land Services Office

1850 Gateway Blvd., 7th Floor

Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-

EASEMENT DEED

JAMIE VACA,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the Unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-070-004)

Lots 1-5 as shown upon the map entitled "Map of East Side a portion of Lot 250 Petaluma Rancho" filed for record February 9, 1912 in Book 27 of Maps at page 16, Sonoma County Records.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strips of land described as follows:

The PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

RESOLUTION EXHIBIT E

Distribution Easement Rev. (04/13)

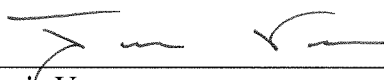
Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: 12/11, 2013.



Jamie Vaca

Area 7, North Coast
Land Service Office: Concord RMC
Operating Department: Electric Distribution
USGS location (MDB&M, T5N, R7W, Section 23, NW/4 NW/4)
FERC License Number(s): N/A
PG&E Drawing Number(s): 30281251-3
PLAT NO.: MM-30
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6, 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30281251
JCN: 01-13-059
County: Sonoma
Utility Notice Numbers: N/A
851 Approval Application No. N/A Decision _____
Prepared By: J. Steven (JKSZ)
Checked By: E. Albanese (ERAD)
Revision Number: 0

RESOLUTION EXHIBIT E

EXHIBIT "A"

Parcel 1

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.83 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 201.95 feet (61.553 meters); South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters) to the Point of Beginning; thence South 81°57'20" West, 6.22 feet (1.897) meters to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline as shown on said map; thence South 35°44'56" West, 199.22 feet (60.723 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline Station 6+45.000 (21+16.14 feet); thence South 39°05'04" West, 282.85 feet (86.213 meters); thence South 54°01'46" East, 21.59 feet (6.581 meters); thence North 36°58'07" East, 298.54 feet (90.995 meters); thence North 35°46'53" East 191.19 feet (58.275 meters) to a point that bears North 81°35'41" West from the point of beginning; thence South 81°35'41" East, 8.00 feet (2.438 meters) to the Point of Beginning

Containing 6971 sq. ft., more or less

Parcel: 5602-51-4

Parcel 2

Being a portion of the lands of Jaime Vaca as described in that deed recorded as Document Number 2013-025677 of Official Records, Sonoma County Records, being more particularly described as follows:

Being a strip of land of the uniform width of 10 feet extending southeasterly from the southeasterly line of herein above described and designated Parcel 1 and being 5 feet on each side of the following described line.

Commencing at a point on the Revised Proposed Right of Way as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records, said point being 60.83 feet (18.541 meters) right of Station 14+95.000 (49+04.85 feet) of the Engineer's 'A' Centerline as shown on said map; thence along said Revised Proposed Right of Way line North 54°29'50" West, 201.95 feet (61.553 meters); South 81°57'20" West, 36.75 feet (11.202 meters); thence leaving last said line South 81°57'20" West, 2.67 feet (0.813 meters); thence South 81°57'20" West, 6.22 feet (1.897) meters to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline as shown on said map; thence South 35°44'56" West, 199.22 feet (60.723 meters) to a point that is 47.43 feet (14.458 meters) right of Engineer's 'W' Centerline Station 6+45.000 (21+16.14 feet) ; thence South 39°05'04" West, 282.85 feet (86.213 meters); thence South 54°01'46" East, 21.59 feet (6.581 meters); thence North 36°58'07" East, 298.54 feet (90.995 meters) to the Point of Beginning; thence South 53°31'06" East, 5.00 feet (1.524 meters) to the end of said strip.

The sidelines of said strip shall lengthen or shorten so as to terminate on the southeasterly line of aforesaid Parcel 1.

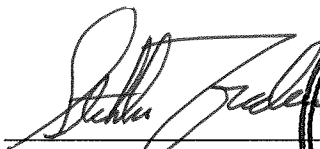
RESOLUTION EXHIBIT E

Containing 50 sq. ft., more or less

Parcel: 5602-51-5

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

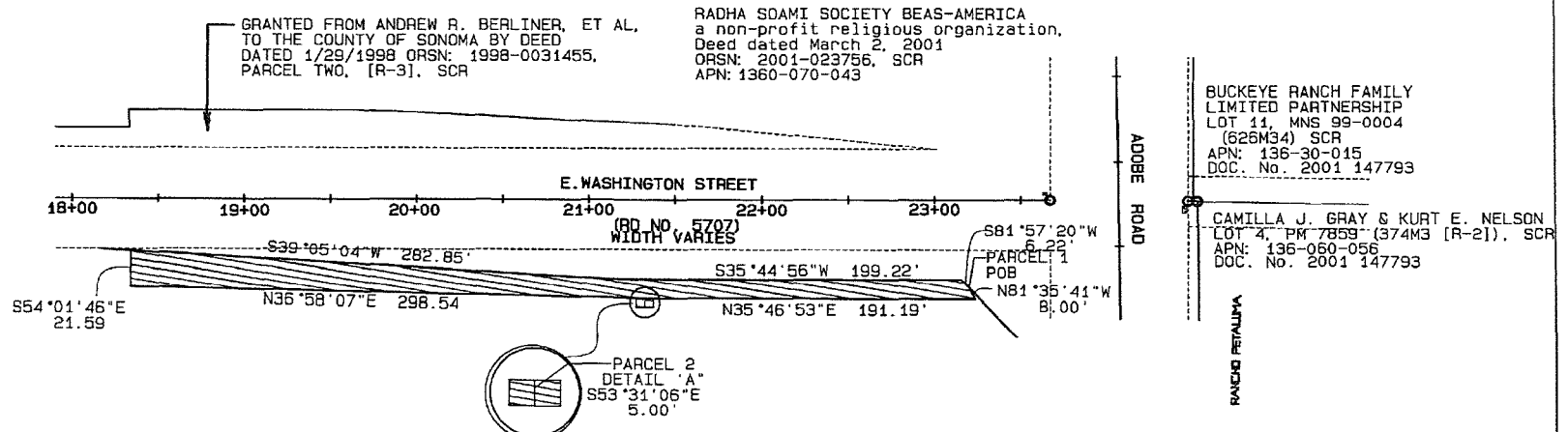


Stephen M. Fredericks,



Exp. 12/31/2014

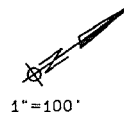
FOR REFERENCE PURPOSES ONLY



JAI ME VACA
 DEED DATED MARCH 7, 2013
 ORSN: 2013-025678, SCR.
 LOTS 1-5 OF THE "MAP OF
 EAST SIDE" (27M16)
 APN: 136-070-004

LEGEND

- EASEMENT LINE
- RIGHT OF WAY LINE
- - - - - HISTORIC RIGHT OF WAY LINE
- POB POINT OF BEGINNING
- SCR SONOMA COUNTY RECORDS
- ORSN OFFICIAL RECORD SERIES NUMBER
- #5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW



**EXHIBIT "B" DISTRIBUTION ELECTRIC
 OVERHEAD AND ANCHOR EASEMENTS**

T5N R7W

PROJECT: ADOBE AT E. WASHINGTON

DATE: JULY 2013

VACA

JOB NO. C02279

PAGE 1 OF 1

RESOLUTION EXHIBIT E

RESOLUTION EXHIBIT E

Distribution Easement Rev. (04/13)

State of California

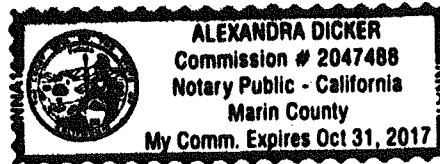
County of Marin)

On 12/11/2013, before me, Alexandra Dicker, Notary Public
Here insert name and title of the officer

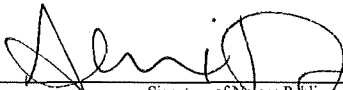
personally appeared Jaime Vaca

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.


Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT F

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN

TO

EXECUTIVE SECRETARY

DEPARTMENT OF

TRANSPORTATION AND

PUBLIC WORKS

APN 136-070-043 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.
C02166 Adobe Road at East Washington Street

GRANT DEED


**Radha Soami Society Beas-America,
a non-profit religious organization**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Document: 5602-50-1
Revised: 8/1/2013


By: _____

Dated OCT 07 2013 , 20


By: _____

RESOLUTION EXHIBIT F

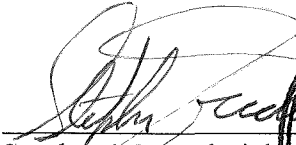

EXHIBIT "A"

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 13.920 meters right of Station 12+70.000 of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 4.930 meters to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 59.325 meters; thence South 55°04'16" East, 54.000 meters; thence South 24°24'26" East, 11.700 meters; thence South 35°44'51" West, 46.000 meters; thence South 30°36'50" West, 17.863 meters to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along said existing right of way North 38°12'07" East, 9.685 meters; thence North 41°11'09" East, 46.877 meters; thence North 35°44'51" East, 10.441 meters to the beginning of a curve whose radius point bears North 54°15'00" West, 6.096 meters; thence northeasterly, northerly and northwesterly along said curve through a central angle of 89°44'09" a distance of 9.547 meters; thence North 54°04'16" West, 123.830 meters to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Frederick, Exp. 12/31/2014


Containing 838 square meters (9021 sq. ft.), more or less

Parcel: 5602-50-1
Revised: 8/1/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.16-14.25 Rt.

Road Name: East Washington Street
Road #: 5707
Postmile: 10.96-11.01 Rt.

RESOLUTION EXHIBIT F

Distribution Easement Rev. (04/13)

State of California
County of Sonoma)

On OCT 07 2013, before me, ROBERT N. FOSTER
NOTARY PUBLIC
Here insert name and title of the officer

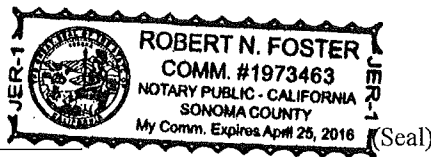
personally appeared ANIL Kumar Bedi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robert N. Foster
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other NON-PROFIT CORP.

RESOLUTION EXHIBIT F

Distribution Easement Rev. (04/13)

State of ~~California~~ North Carolina
County of Cumberland

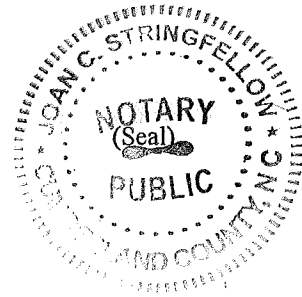
On October 09, 2013, before me, Joan C. Stringfellow Notary Public
Here insert name and title of the officer
personally appeared Kathy Sujanani

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joan C. Stringfellow
Signature of Notary Public
April 10, 2015



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT F

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____, and grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____

Chair of the Board of Supervisors of the County of Sonoma

End of Document

RESOLUTION EXHIBIT G

RECORDING REQUESTED BY

COUNTY OF SONOMA
.....

WHEN RECORDED, RETURN
TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

APN 136-070-043 (ptn.)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.
C02166 Adobe Road at East Washington Street

GRANT OF EASEMENT

**Radha Soami Society Beas-America,
a non-profit religious organization**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION
OF THE STATE OF CALIFORNIA**

AN EASEMENT FOR STORM DRAINAGE PURPOSES to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of ingress thereto and egress therefrom on, under, over, and across the lands described below.

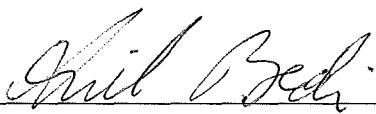
The specified facilities shall consist of, but not necessarily be limited to, the following:

Storm drainage facilities and appurtenances thereto for use by the public, including underground conduits, drainage channels and ditches, culverts, and appurtenances; also the right to construct, maintain and reconstruct any such facilities mentioned above. Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

The lands within the easement are more particularly described as follows:

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED


By: _____

Document: 5602-50-2
Revised: 8/1/2013

Dated OCT 07 2013 , 20


By: _____

RESOLUTION EXHIBIT G


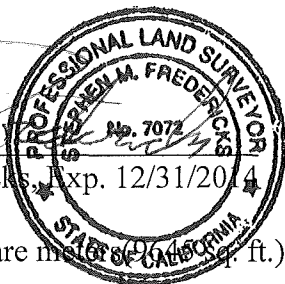
EXHIBIT "A"

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 13.920 meters right of Station 12+70.000 of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 4.930 meters to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 59.325 meters; thence South 55°04'16" East, 6.035 meters to a point that bears radially from Station 13+35.000 of the Engineer's 'A' Centerline; thence South 34°55'33" East, 11.429 meters, to a point that bears 30.000 meters right of said Station 13+35.000; thence North 54°26'18" West, 75.664 meters, to a point that bears 30.000 meters right of Station 12+60.000; thence North 36°11'51" East, 16.048 meters to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along said existing right of way South 54°44'16" East, 10.041 meters to the Point of Beginning.

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, Exp. 12/31/2014


Containing 896 square meters (216,460 sq. ft.), more or less

Document: 5602-50-2
Revised: 8/1/2013

Road Name: Adobe Road
Road #: 5602
Postmile: 14.15-14.20 Rt.

RESOLUTION EXHIBIT G

Distribution Easement Rev. (04/13)

State of California
County of Sonoma)

On OCT 07 2013, before me, ROBERT N. FOSTER
NOTARY PUBLIC
Here insert name and title of the officer

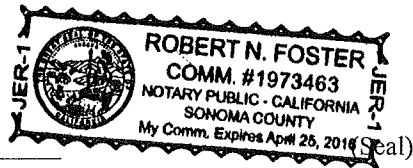
personally appeared ANIL Kumar Bedi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robert N. Foster
Signature of Notary Public



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other NON-PROFIT CORP.

RESOLUTION EXHIBIT G

Distribution Easement Rev. (04/13)

State of ~~California~~ North Carolina
County of Cumberland)

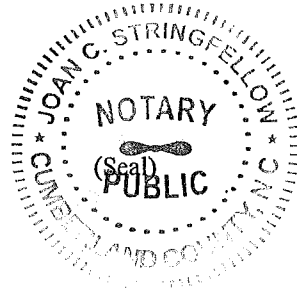
On October 09 2013, before me, Joan C. Stringfellow Notary Public,
Here insert name and title of the officer
personally appeared Kathy Sujanani.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joan C. Stringfellow
Signature of Notary Public
April 10, 2013



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT G

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 20____, and grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____

Chair of the Board of Supervisors of the County of Sonoma

End of Document

RESOLUTION EXHIBIT H

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2405-07-1327

EASEMENT DEED

2013149 (01-13-059) 05 13 00
Adobe Rd Widening

RADHA SOAMI SOCIETY BEAS-AMERICA, a non-profit religious organization,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grants to Grantee the right to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wires and cables as Grantee shall from time to time suspend therefrom for the transmission and distribution of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the Unincorporated area of Sonoma County, State of California, and are described as follows:

(APN 136-070-043)

The parcel of land described in the deed from Andrew Berliner and James Rosen to Radha Soami Society Beas-America dated March 2, 2001 and recorded as Document No. 2001-023756, Sonoma County Records.

The aforesaid easement area is described as follows:

PARCEL 1 and PARCEL 2 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

RESOLUTION EXHIBIT H

Grantor further grants to Grantee the right to install, replace, maintain and use an anchor with appurtenant guy wires within the strip of land described as follows:

PARCEL 3 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any towers constructed hereunder with any other number or type of towers either in the original location or at any alternate location or locations within said easement area;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area; and

(e) the right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

Grantee hereby covenants and agrees:

(a) not to fence said easement area;

(b) to repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

RESOLUTION EXHIBIT H

Grantor reserves the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated October 9, 2013.

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,

By Anil Bedi

ANIL BEDI
Print Name

SECRETARY
Print Title

By B. Sug

B. SUJANANI
Print Name

TREASURER
Print Title

RESOLUTION EXHIBIT H

Area 7, North Coast

Land Service Office: Concord RMC

Operating Department: Electric Distribution

USGS location (MDB&M, T5N, R7W, Section 23, NW/4)

FERC License Number(s): N/A

PG&E Drawing Number(s): 30281251_2

PLAT NO.: MM-30

LD of any affected documents: N/A

LD of any Cross-referenced documents: N/A

TYPE OF INTEREST: 3, 6, 43

SBE Parcel Number: N/A

(For Quitclaims, % being quitclaimed) N/A

Order # or PM #: 30281251

JCN: 01-13-059

County: Sonoma

Utility Notice Numbers: N/A

851 Approval Application No. N/A Decision

Prepared By: J. Steven (JKSZ)

Checked By: C. Yada (CAY7)

Revision Number: 0

RESOLUTION EXHIBIT H

Distribution Easement Rev. (04/13)

State of California
County of Sonoma)

On OCT 07 2013, before me, ROBERT N. FOSTER
NOTARY PUBLIC
Here insert name and title of the officer

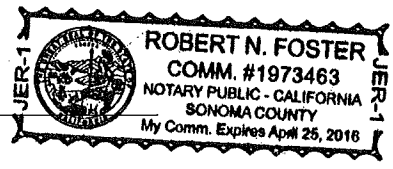
personally appeared Anil Kumar Bodi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robert N. Foster
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other NON-PROFIT CORP.

RESOLUTION EXHIBIT H

Distribution Easement Rev. (04/13)

State of ~~California~~ North Carolina
County of Cumberland)

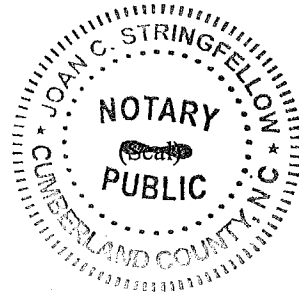
On October 9, 2013, before me, Joan C. Stringfellow Notary Public
Here insert name and title of the officer
personally appeared Kathy Sujanani

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{North Carolina} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joan C. Stringfellow
Signature of Notary Public
April 10, 2015



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT H

EXHIBIT "A"

Parcel 1

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 16.17 feet (4.930 meters) to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 82.51 feet (25.149 meters) to the Point of Beginning; thence South 54°44'12" East, 112.13 feet (34.177 meters); thence South 55°04'16" East, 177.17 feet (54.000 meters); thence South 24°24'26" East, 19.80 feet (6.035 meters); thence leaving said Revised Proposed Right of Way, North 54°53'53" West, 195.19 feet (59.494 meters); thence North 49°50'44" West, 111.60 feet (34.016 meters) to the Point of Beginning.

Containing 2356 sq. ft., more or less.

Parcel: 5602-50-3

Parcel 2

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

Beginning at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 9.12 feet (2.780 meters); thence North 49°50'44" West, 153.55 feet (46.802 meters); thence North 40°05'49" East, 9.84 feet (2.999 meters) to a point on the existing right of way of the County of Sonoma; thence South 54°04'16" East, 78.56 feet (23.945 meters) to a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records; thence along last said existing right of way South 35°45'28" West, 12.00 feet (3.658 meters); thence South 54°04'16" East, 73.83 feet (22.503 meters) to the Point of Beginning.

Containing 1479 sq. ft., more or less.

Parcel: 5602-50-6

Parcel 3

Being a portion of the lands of the Radha Soami Society Beas-America as described in that deed recorded as Document Number 2001-023756 of Official Records, Sonoma County Records, being more particularly described as follows:

RESOLUTION EXHIBIT H

Being a strip of land of the uniform width of 5 feet extending southwesterly from the southwesterly line of herein above described and designated Parcel 1 and being 2.5 feet on each side of the following described line.

Commencing at a point on the existing right of way of the County of Sonoma as described in that deed recorded as Document Number 1998-031455 of Official Records, Sonoma County Records said point being 45.67 feet (13.920 meters) right of Station 12+70.000 (41+66.66 feet) of the Engineer's 'A' Centerline as shown on that Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records; thence radial to said centerline South 36°01'41" West, 16.17 feet (4.930 meters) to a point on the Revised Proposed Right of Way as shown on that Record of Survey; thence along said Revised Proposed Right of Way South 54°44'12" East, 82.51 feet (25.149 meters); thence South 54°44'12" East, 112.13 feet (34.177 meters); thence South 55°04'16" East, 177.17 feet (54.000 meters); thence South 24°24'26" East, 19.80 feet (6.035 meters); thence leaving said Revised Proposed Right of Way, North 54°53'53" West, 195.19 feet (59.494 meters) to the Point of Beginning; thence South 37°49'59" West, 5.65 feet (1.722 meters) to the end of said strip.



The sidelines of said strip shall lengthen or shorten so as to terminate on the southwesterly line of aforesaid Parcel 1.

Containing 29 sq. ft., more or less.

Parcel: 5602-50-4

Basis of Bearings: That Record of Survey recorded in Book 701 of Maps at Page 15, Sonoma County Records.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Stephen M. Fredericks, P.S.


Revised: 7/30/2013

FOR REFERENCE PURPOSES ONLY

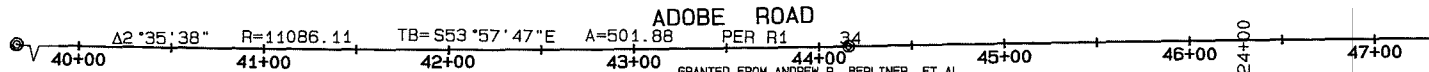


1" = 100

BUCKEYE RANCH FAMILY LIMITED PARTNERSHIP
 LOT 11, MNS 99-0004 (626M34) [R-1], SCR
 APN: 136-30-015
 DOC. No. 2001 147793

CAMILLA J GRAY &
 KURT E NELSON
 LOT 4, PM 7859
 (374M3) [R-2], SCR
 APN: 136-050-056
 DOC. No. 2009 098380

PARCEL "A" (626M34)
 3-FT WIDE R/W DEDICATION
 PM NO. MNS 99-004 [R-1]

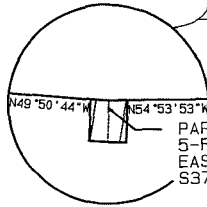
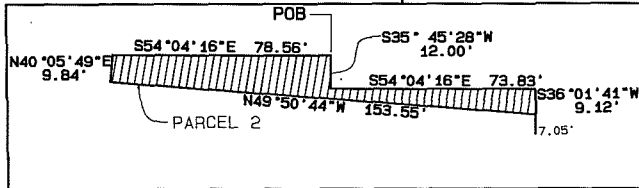


ADOBE ROAD

GRANTED FROM ANDREW R. BERLINER, ET AL.
 TO THE COUNTY OF SONOMA BY DEED
 DATED 1/29/1998 ORSN: 1998-0031455,
 PARCEL ONE, [R-3], SCR

JAIME VACA
 A.P. 136-070-004
 DOC. No. 2013 025677

DETAIL "B"



PARCEL 3
 5-FT WIDE ANCHOR
 EASEMENT STRIP
 S37°49'59"W 5.65'

RANCHO PETALUMA

GRANTED FROM ANDREW R. BERLINER, ET AL.
 TO THE COUNTY OF SONOMA BY DEED
 DATED 1/29/1998 ORSN: 1998-0031455,
 PARCEL TWO, [R-3], SCR

LEGEND

- EASEMENT LINE
- RIGHT OF WAY LINE
- HISTORIC RIGHT OF WAY LINE
- POB POINT OF BEGINNING
- SCR SONOMA COUNTY RECORDS
- ORSN OFFICIAL RECORD SERIES NUMBER
- ⊙ #5 REBAR, 2 1/2" CAP
SONOMA COUNTY DOTPW
- R1 701 MAPS, PAGE 4

RADHA SOAMI SOCIETY BEAS-AMERICA
 a non-profit religious organization,
 Deed dated March 2, 2001
 ORSN: 2001-023756, SCR
 APN: 136-070-043



EXHIBIT "B" TRANSMISSION ELECTRIC
 OVERHEAD AND ANCHOR EASEMENTS

T5N R7W

PROJECT: ADOBE AT E. WASHINGTON	DATE: JULY 2013	RADHA SOAMI	JOB NO. C02279	PAGE 1 OF 1
---------------------------------	-----------------	-------------	----------------	-------------

RESOLUTION EXHIBIT H

RESOLUTION EXHIBIT I

Distribution Easement (Rev. 04/13)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
1850 Gateway Blvd., 7th Floor
Concord, CA 94520

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2405-07-

EASEMENT DEED

RADHA SOAMI SOCIETY BEAS-AMERICA, a non-profit religious organization,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the Unincorporated area of Sonoma County, State of California, described as follows:

(APN 136-070-038)

The parcel of land described in the deed from Andrew Berliner and James Rosen to Radha Soami Society Beas-America dated March 2, 2001 and recorded as Document No. 2001-023756, Sonoma County Records.

Said facilities and easement area are described as follows:

Such anchors, guy wires and cables, guy stubs, and fixtures as Grantee deems necessary located within the strip of land described as follows:

STRIP 1 as described in EXHIBIT "A" and shown on EXHIBIT "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

RESOLUTION EXHIBIT I

Distribution Easement Rev. (04/13)

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within easement area (including ingress thereto and egress therefrom).

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: October 9, 2013.

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,

By Anil Bedi

ANIL BEDI
Print Name

SECRETARY
Print Title

By B. Suj

B. SUJAWANI
Print Name

TREASURER
Print Title

RESOLUTION EXHIBIT I

Distribution Easement Rev. (04/13)

State of California
County of Sonoma)

On OCT 07 2013, before me, ROBERT N. FOSTER
NOTARY PUBLIC
Here insert name and title of the officer

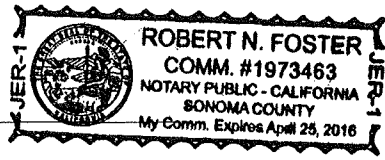
personally appeared Anil Kumar Bedi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Robert N. Foster
Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other NON-PROFIT CORP.

RESOLUTION EXHIBIT I

Distribution Easement Rev. (04/13)

State of ~~California~~ North Carolina
County of Cumberland)

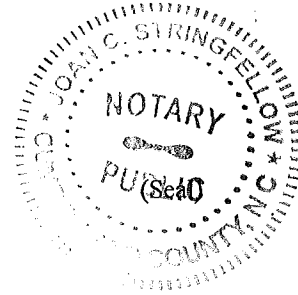
On October 9, 2013, before me, Joan C. Stringfellow Notary Public,
Here insert name and title of the officer
personally appeared Kathy Sujanani.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{North Carolina} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joan C. Stringfellow
Signature of Notary Public
April 10, 2013



CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

RESOLUTION EXHIBIT I

LD 2405-07-
Electric Distribution Easement
30281251-5

EXHIBIT "A"

STRIP 1:

A strip of land of the uniform width of 10 feet extending northwesterly from the northwesterly right of way line of East Washington Street (Now being 82.30 feet wide) and lying 5 feet on each side of the line described as follows:

Commencing at the southwesterly terminus of a course in the northwesterly line of East Washington Street, as described in the Grant Deed from Andrew R. Berliner and James Rosen to the County of Sonoma by deed dated January 29, 1998 and recorded as PARCEL TWO as Document Number 1998-0031455, Sonoma County Records, said line according to said deed having a bearing of N 35°20'37" E and a length of 134.32 feet (North 35°44'50" East for this description), and running thence along said line

(a) north 35°44'50" east 15.56 feet
to the True Point of Beginning of this description; thence leaving said right of way line

(1) north 53°15'32" west 15.00 feet to a point within said lands.

The sidelines of said strip shall be lengthened or shortened as to terminate at the northwesterly right of way line of East Washington Street.

Being a portion of APN: 136-070-038

Contains 150 square feet

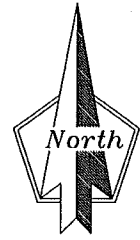
And as shown on EXHIBIT "B" attached hereto and made a part hereof.

RESOLUTION EXHIBIT I

FOR REFERENCE PURPOSES ONLY

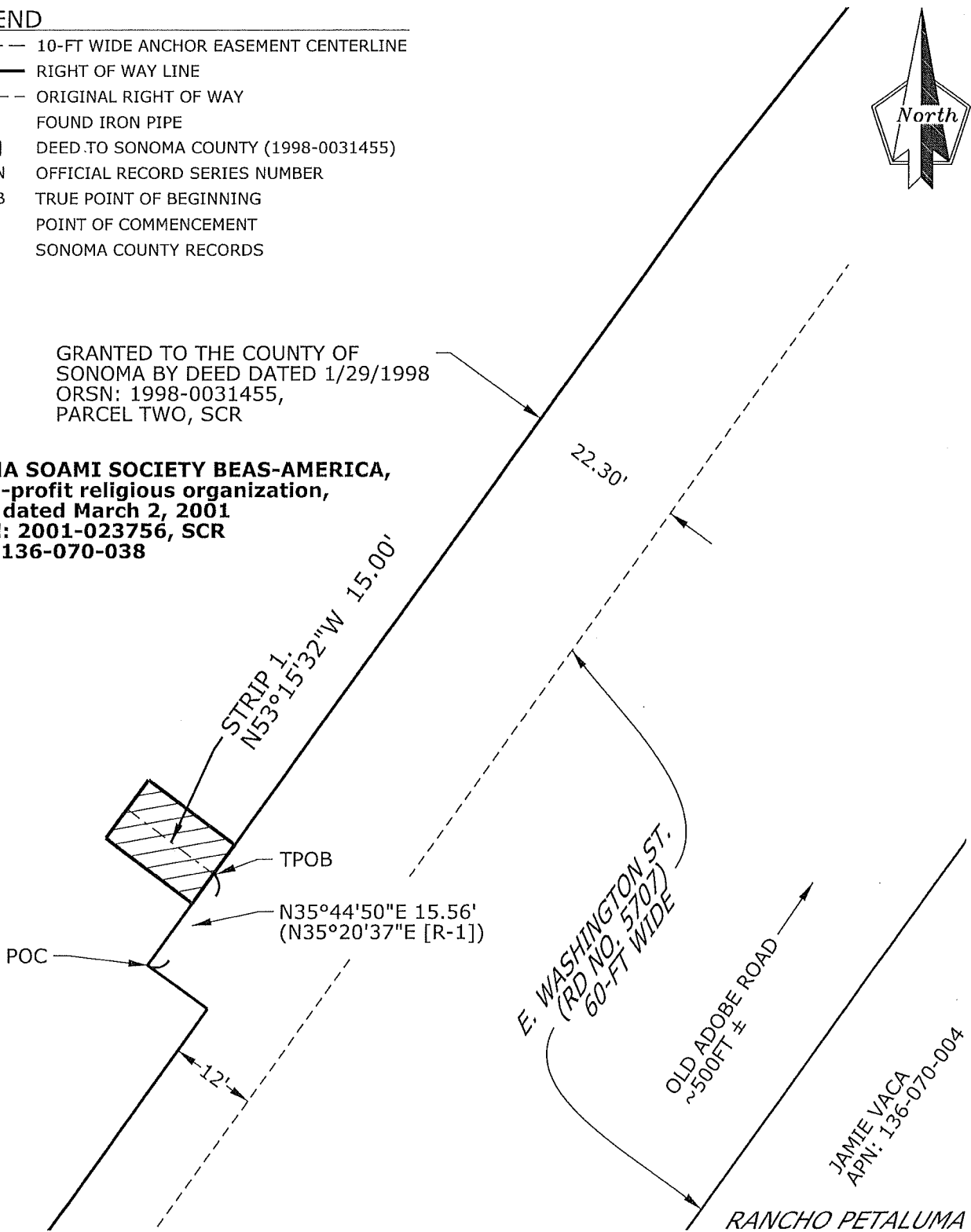
LEGEND

- 10-FT WIDE ANCHOR EASEMENT CENTERLINE
- RIGHT OF WAY LINE
- ORIGINAL RIGHT OF WAY
- FOUND IRON PIPE
- [R-1] DEED TO SONOMA COUNTY (1998-0031455)
- ORSN OFFICIAL RECORD SERIES NUMBER
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- SCR SONOMA COUNTY RECORDS



GRANTED TO THE COUNTY OF SONOMA BY DEED DATED 1/29/1998
ORSN: 1998-0031455,
PARCEL TWO, SCR

RADHA SOAMI SOCIETY BEAS-AMERICA,
a non-profit religious organization,
Deed dated March 2, 2001
ORSN: 2001-023756, SCR
APN: 136-070-038



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG BOUNDARY LINES

Applicant:

EXHIBIT "B"

SCALE

1"=20'

DATE

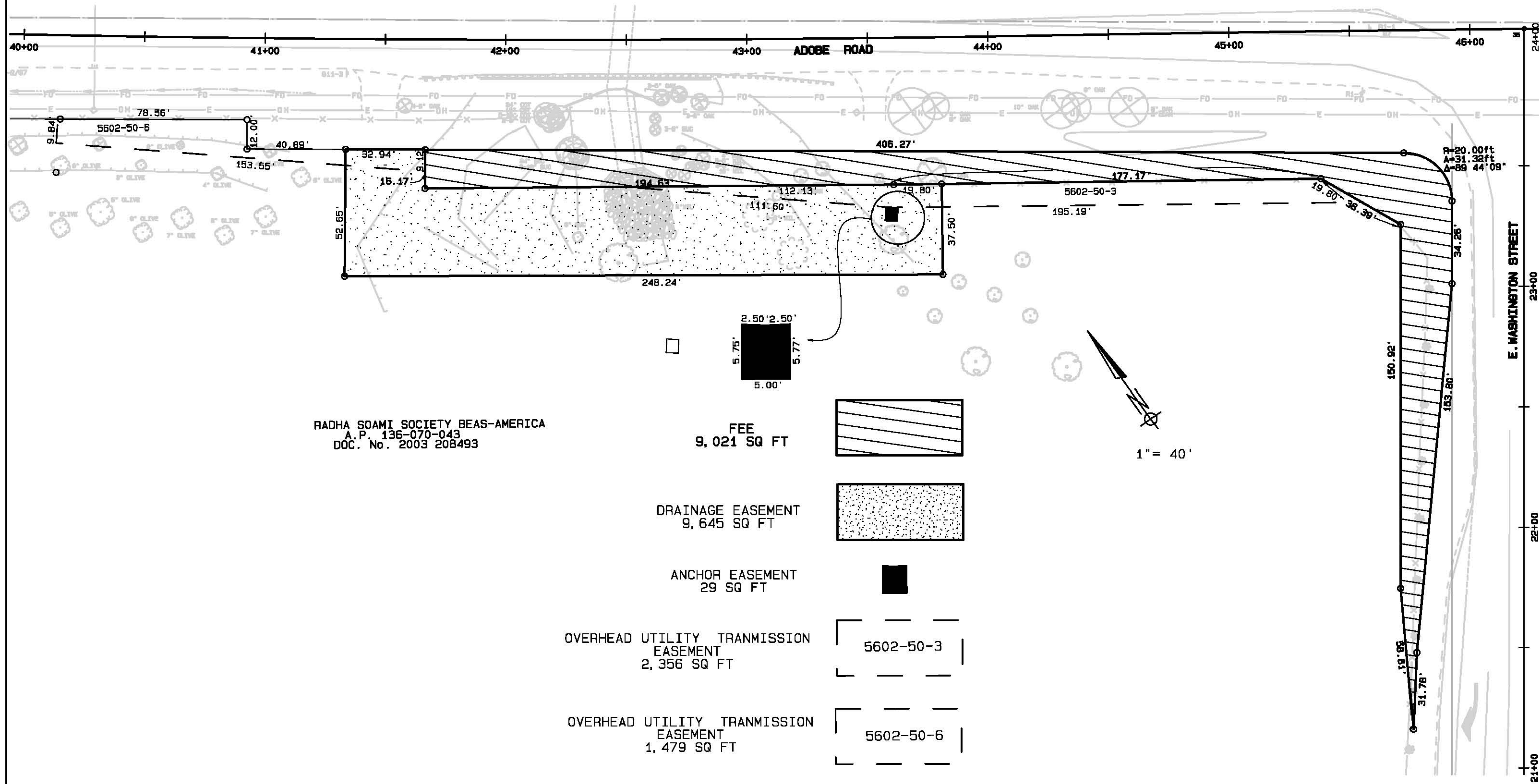
5/22/2013

SECTION (NW/4 SEC.23)	TOWNSHIP (5 NORTH)	RANGE (7 WEST)	MERIDIAN MDB&M	COUNTY OF: SONOMA	CITY OF: PETALUMA
PLAT MAP REFERENCES (626M34), (374M3), (701M15)				F.B.: WDCF	DR.BY: JKSZ
				PG&E	N. COAST DIVISION
				30281251 AUTHORIZ	30281251-5 DRAWING NO.

JAMIE VACA
APN: 136-070-004

RANCHO PETALUMA

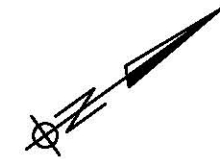
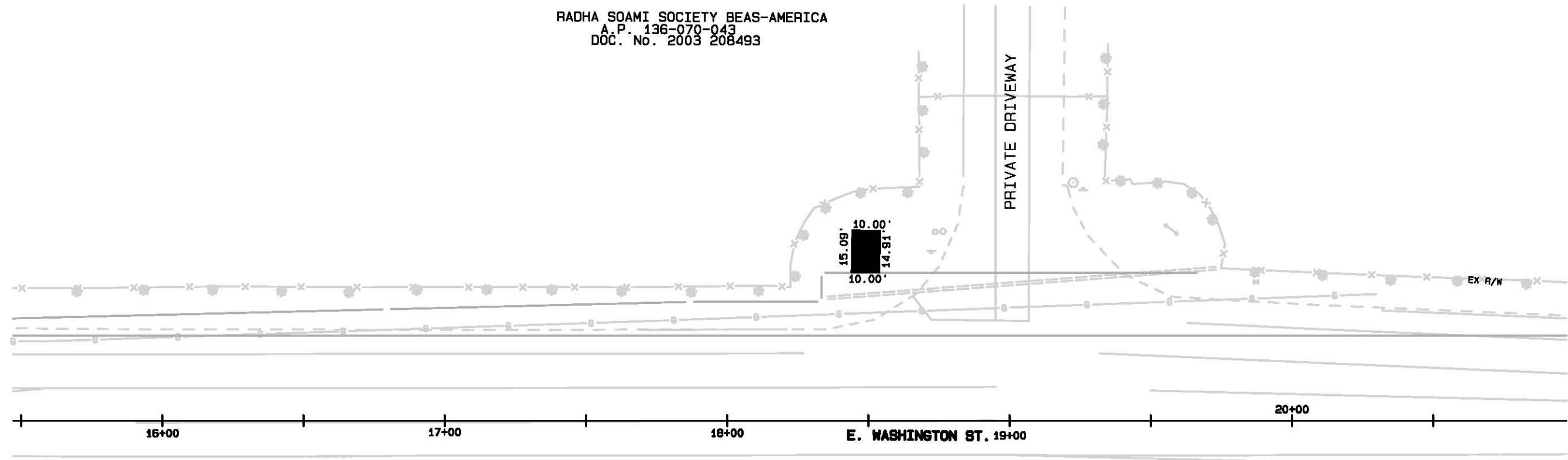
ACQUISITION MAP No. 1 - Lands of Radha Soami Society Beas-America & SCAPOSD (open space easement)



ACQUISITION MAP

ACQUISITION MAP No. 2 - Lands of Radha Soami Society Beas-America & SCAPOSD (open space easement)

RADHA SOAMI SOCIETY BEAS-AMERICA
A.P. 136-070-043
DOC. NO. 2003 208493



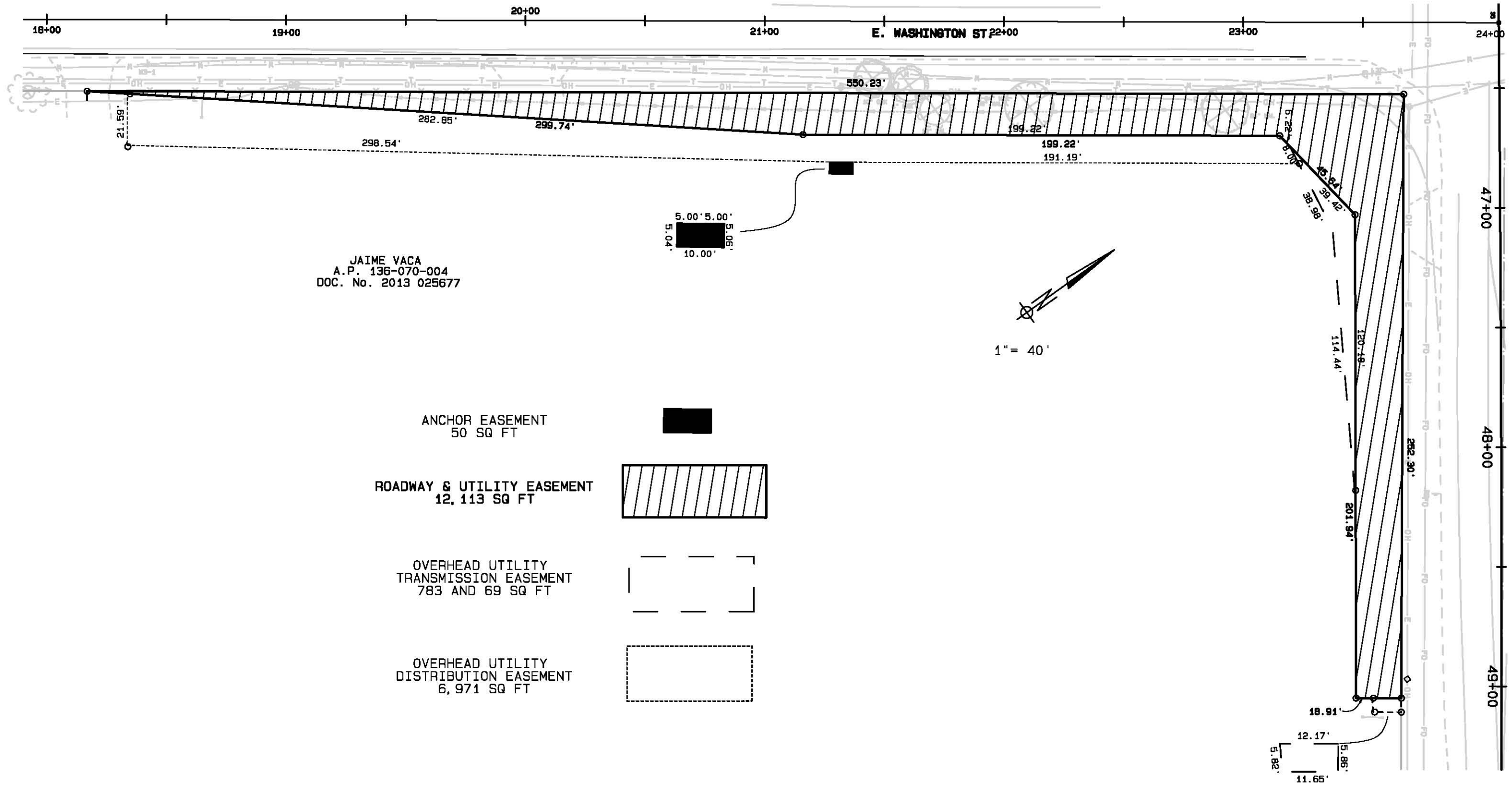
1" = 40'

ANCHOR EASEMENT
150 SQ FT



ACQUISITION MAP

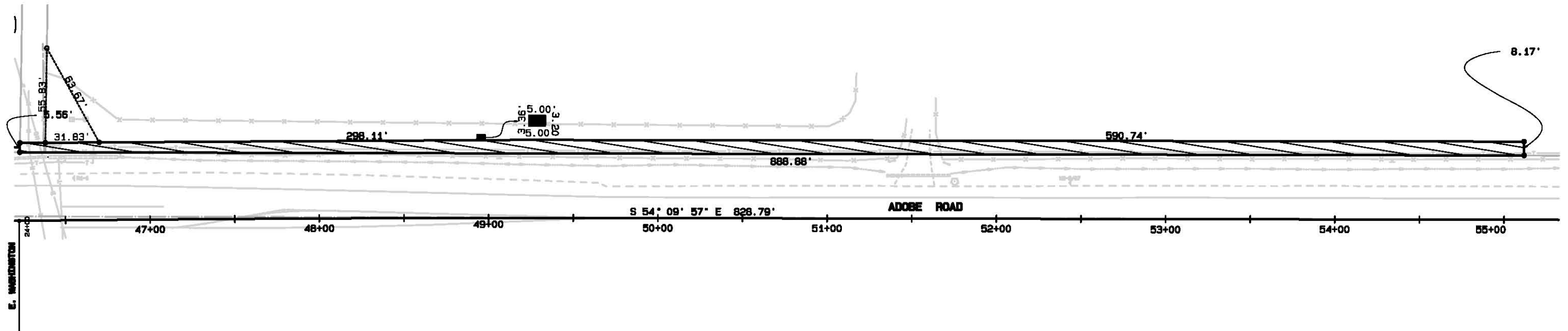
ACQUISITION MAP - Lands of Vaca



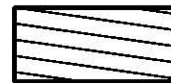
ACQUISITION MAP

ACQUISITION MAP - Lands of Gray/Nelson

CAMILLA J GRAY & KURT E NELSON
 A.P. 136-060-056
 DOC. No. 2009 098380



ROADWAY & UTILITY EASEMENT
 6,763 SQ FT



OVERHEAD UTILITY
 DISTRIBUTION EASEMENT
 888 SQ FT



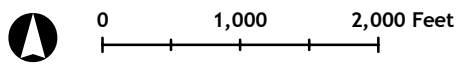
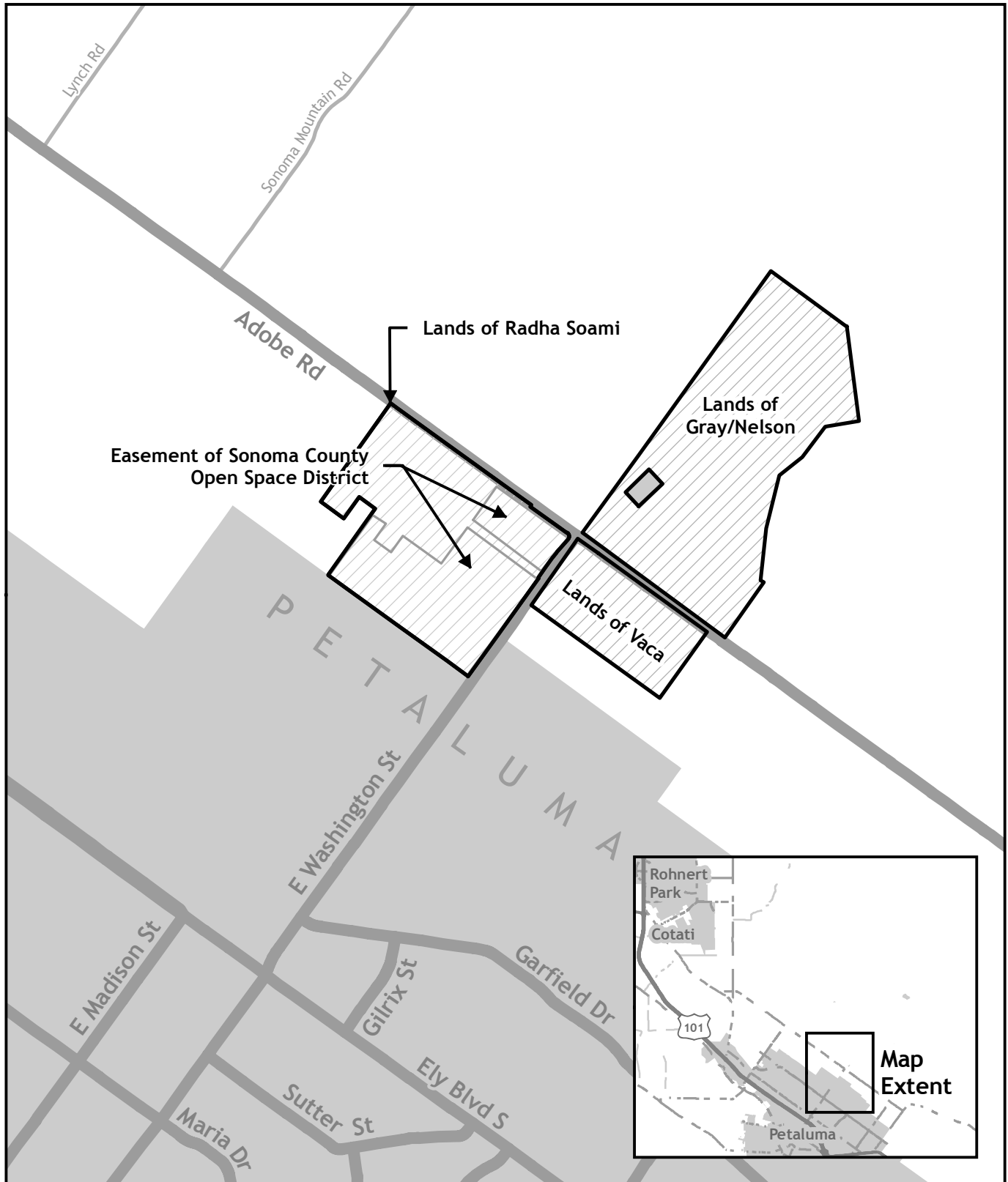
ANCHOR EASEMENT
 16 SQ FT



SCALE = 1" = 60'

ACQUISITION MAP

Location Map





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson (707) 565-2431

Supervisorial District(s):

All

Title: Confirmation of Remaining Appointments to the Community and Local Law Enforcement Task Force

Recommended Actions:

By motion, appoint Evelyn Cheatham and Gustavo Mendoza, selected by the Mayor of Santa Rosa, to complete the balance of appointments to the Community and Local Law Enforcement Task Force. Appointments are for a one year term, expiring December 31, 2014

Executive Summary:

On December 3, 2013 the Board endorsed a range of specific actions to help the community move forward following the Andy Lopez tragedy. One action was to create a Community and Local Law Enforcement Task Force. On December 10, 2013, The Board made eleven appointments to the 21 member Task Force. Additional appointments were made on January 7th. At today's meeting your Board has the opportunity to confirm two appointments made by the Mayor of Santa Rosa so the Task Force has a full complement of 21 members. Ms. Evelyn Cheatham and Mr. Gustavo Mendoza have been named by the Santa Rosa Mayor as his appointees to the Task Force.

The initial meeting of the Task Force will take place on Monday, January 13, 2014 at 6:00 p.m. at the Human Services Department Employment and Training Office, at 2227 Capricorn Way, Santa Rosa. This will be an organizing meeting for the Task Force. Staff will also be prepared to begin discussion of approaches to the work of the Task Force to address its assigned tasks.

Prior Board Actions:

December 3, 2013 considered a series of actions and provided overall direction on recommendations to advance community healing following the Andy Lopez tragedy.
December 10, 2013 approved the Community and Local Law Enforcement Task Force Charter, describing the tasks entrusted to the Task Force. Appointed 11 of 21 members to the Task Force. January 7, 2014 appointed 9 additional members to the Task Force.

Strategic Plan Alignment			
Goal 1: Safe, Healthy and Caring Community			
Fiscal Summary - FY 13-14			
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):			
Fiscal impacts are under development and will be brought back individually to the Board for action as needed.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Summary List of Appointments made through January 07, 2014, including two individuals selected by the Santa Rosa Mayor.			
Related Items "On File" with the Clerk of the Board:			

Community and Local Law Enforcement Task Force
List of Appointments

<u>Representing</u>	<u>Member Name</u>	<u>Term Expires</u>
1st District	Brien Farrell	December 31, 2014
1st District	Maite Iturri	December 31, 2014
1st District	Caroline Bañuelos	December 31, 2014
2nd District	Jeanne Buckley	December 31, 2014
2nd District	Lynn King	December 31, 2014
2nd District	Todd Mendoza	December 31, 2014
3rd District	Robert Edmonds	December 31, 2014
3rd District	Sylvia Lemus	December 31, 2014
3rd District	Francisco H. Vasquez, Ph. D.	December 31, 2014
4th District	Carolyn Lopez	December 31, 2014
4th District	Jose Casteñada	December 31, 2014
4th District	Joe Palla	December 31, 2014
5th District	Irene Rosario	December 31, 2014
5th District	Eric Koenigshofer	December 31, 2014
5th District	Amber Twitchell	December 31, 2014
Sheriff	Omar Paz, Jr.	December 31, 2014
Sheriff	Mark Essick	December 31, 2014
Sheriff	Judy C. Rice	December 31, 2014
Santa Rosa Mayor	Evelyn Cheatham	December 31, 2014
Santa Rosa Mayor	Gustavo Mendoza	December 31, 2014
District Attorney	Cora Guy	December 31, 2014

Updated: January 8, 2014



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman, 565-8501

Supervisorial District(s):

All

Title: Child Care Planning Council of Sonoma County - Membership

Recommended Actions:

1. Appoint Gloria Leifried, Angela Cuellar and Kellie Noe to the Child Care Planning Council of Sonoma County, for terms beginning January 1, 2014 and ending December 31, 2015.
2. Re-appoint Debb Reece, Missy Danneberg, Nicole "Noel" Mitchell, Cathy Vaughn, Katie Welch, Carrie Anabo, Jynx Lopez, Rebecca Hachmyer, Cheryl Scholar, Heather Sweet-Krikac, Margie Vondrak, John Eberly, Susan Harvey and Tamara Larimore to the Child Care Planning Council of Sonoma County for two-year terms beginning January 1, 2014 and ending December 31, 2015.
3. Change Member Seat Category Appointments for currently appointed members: From Community Seat to Child Care Consumer Seat - Melanie Dodson. From Discretionary Seat to Community Seat - Ofelia Ochoa-Morris, Stephen Zollman.
4. Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

Executive Summary:

Role of the Board of Supervisors with the Child Care Planning Council of Sonoma County

The Board of Supervisors originally established the Sonoma County Child Care Planning Council on October 20, 1992, to meet the requirements mandated by the passage of AB 2141, which created local child care and development planning councils to identify local priorities for child care and state preschool expansion funds, among other tasks.

Subsequently, with the passage of AB 1542 in 1997, which established the CalWORKs program, the Board was required to designate a local child care planning council to establish priorities for state-funded child care and development services and develop a comprehensive countywide plan for child care. On September 29, 1998, the Board of Supervisors designated the initial Sonoma County Child Care Planning Council, established under AB 2141, as the local council required under the AB 1542 legislation.

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership, and advocacy to promote and plan for quality child care and development

services for the benefit of all children (birth to 18), their families, and Sonoma County.

Membership Appointments

The Board of Supervisors is requested to appoint Gloria Leifried and Angela Cuellar for Discretionary Seats, and Kellie Noe for a Child Care Consumer Seat, for terms beginning January 1, 2014 and ending December 31, 2015.

The Board of Supervisors is also requested to reappoint 14 members in original or reassigned seat categories (Rebecca Hachmyer, Debb Reece and Katie Welch in Child Care Consumer Seats; Missy Danneberg, Nicole "Noel" Mitchell, and Cathy Vaughn in Child Care Provider Seats; Carrie Anabo and Heather Sweet-Kricac in Community Seats; Jynx Lopez, Cheryl Scholar and Margie Vondrak in Discretionary Seats; and John Eberly, Susan Harvey and Tamara Larimore in Public Agency Seats) to the Child Care Planning Council of Sonoma County for 2-year terms beginning January 1, 2014 and ending December 31, 2015.

The Board of Supervisors is also requested to change the following member seat category appointments for currently appointed members in order to accommodate changing membership composition: 1) from Community Seat to Child Care Consumer Seat - Melanie Dodson, and 2) from Discretionary Seat to Community Seat - Ofelia Ochoa-Morris, and Stephen Zollman. At the December 6, 2013 CCPC meeting, the planning council voted to change the current seat categories for the above three members in order to accommodate the category qualifications of the new members recently recruited and allow for better representation.

The Council is charged with the duty to recommend members that meet the legislated membership requirements. Under the law, the Board of Supervisors and the County Superintendent of Schools are to jointly appoint members to the local child care planning council in 5 categories of membership: 1) Consumers, 2) Child Care Providers, 3) Public Agency representatives, 4) Community Representatives, and 5) Discretionary appointees of the Board and the Superintendent.

The Child Care Planning Council bylaws allow up to 35 members. As required, the Child Care Planning Council makes every effort to assure that the ethnic, racial and geographic composition is reflective of the county. Current membership is 29 members. Members are appointed for two-year terms ending on December 31st; half of the members' terms expire each year.

The Council currently has 6 openings for additional members; these openings are posted on the CCPC website and the County Boards and Commissions website. Additionally, community recruitment efforts are made on an ongoing basis via press releases, flyers and individual outreach.

The Child Care Planning Council has voted to recommend the appointment of Gloria Leifried and Angela Cuellar for Discretionary Seats, and Kellie Noe for a Child Care Consumer Seat for terms that begin January 1, 2014 and end December 31, 2015, and reappointment of all above-named members for additional 2-year terms beginning January 1, 2014 and ending December 31, 2015.

These recommendations have been made to and approved by the County Superintendent of Schools. These actions will fill required membership, and enable compliance with state reporting requirements.

Recommended Actions:

1. Appoint Gloria Leifried, Angela Cuellar and Kellie Noe to the Child Care Planning Council of Sonoma County, for terms ending December 31, 2015.
2. Re-appoint Debb Reece, Missy Danneberg, Nicole "Noel" Mitchell, Cathy Vaughn, Katie Welch, Carrie Anabo, Jynx Lopez, Rebecca Hachmyer, Cheryl Scholar, Heather Sweet-Kricac, Margie Vondrak, John Eberly, Susan Harvey and Tamara Larimore to the Child Care Planning Council of Sonoma County for two-year terms beginning January 1, 2014.

3. Change member seat category appointments 1) from Community Seat to Child Care Consumer Seat - Melanie Dodson, and 2) from Discretionary Seat to Community Seat - Ofelia Ochoa-Morris, and Stephen Zollman.
4. Authorize the Director of Human Services to sign the required Certification Statement Regarding Composition of Local Planning Council Membership.

Prior Board Actions:

April 13, 2010 - April 10, 2012 – Passed resolutions recognizing Week of the Young Child
 April 13, 2010, October 25, 2011 and December 10, 2013: Approved the Child Care Planning Council of Sonoma County Advocacy Priorities.
 March 21, 2000 - June 25, 2013: Approved the Sonoma County Child Care Planning Council's Funding Priorities by Zip Code.
 September 21, 1999 – May 21, 2013: Appointed/reappointed members of the Sonoma County Child Care Planning Council and approved by-laws which established term of membership.
 September 29, 1998: Designated the Sonoma County Child Care Planning Council as the local child care planning council required under AB 1542 (CalWORKs).
 October 20, 1992: Established the Sonoma County Child Care Planning Council as a standing committee representing the Board of Supervisors by Resolution No. 92-1583.

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

The mission of the Child Care Planning Council of Sonoma County is to convene and inspire the community through collaboration, leadership and advocacy to promote and plan for quality child care and development for the benefit of all children (birth to 18), their families and Sonoma County.

Fiscal Summary - FY 13-14

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):

There are no fiscal impacts associated with this action.

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:			
Related Items "On File" with the Clerk of the Board:			
Certification Statement Regarding Composition of LPC Membership			



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman – 707-565-8501

Supervisorial District(s):

County-wide

Title: Workforce Investment Board Appointments

Recommended Actions:

Appoint Carol T. Waxman, Bob Whitlock, and Albert Lerma to the Workforce Investment Board for a one year term ending January 14, 2015.

Executive Summary:

The Workforce Investment Act (WIA) is a federal law passed on August 7, 1998 designed to prepare youth and adults for entry into the labor force. The Workforce Investment Act required that all local regions create a Workforce Investment Board (WIB) comprised of local business and community members to oversee and implement the Workforce Investment Act programs, as well as a Youth Council under the WIB to plan delivery of WIA services to youth ages 14-24.

Membership Criteria and Process for Recommending Members for Appointment

The Workforce Investment Act (WIA) regulations established that the Sonoma County Workforce Investment Board (WIB) and its Youth Council will serve as policy oversight bodies for its employment and training programs. The law requires that appointments to these bodies be made by local elected officials. In accordance with the written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

WIB members are not appointed by supervisorial district, but on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. The WIB is required by law to maintain a business majority. The WIB and Youth Council also seek members who have expertise in Sonoma County's important or emerging employment sectors, such as health care, hospitality, and green technology or who provide workforce-related services. Applications are reviewed by the WIB Executive Committee and are then recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the WIB and Youth Council seats are ongoing through referrals from current members and outreach to businesses, public, labor, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats

on the WIB.

Categories of Membership Recommendations

The individuals recommended for appointment to the Workforce Investment Board will represent the following categories of membership, both of which have vacancies.

<u>Representative</u>	<u>Category</u>
Carol Waxman	One-Stop Partner
Bob Whitlock	Business
Albert Lerma	Economic Development

WIB Member Information

Carol T. Waxman is the Principal for the Petaluma Adult School. She will be a One-Stop Partner on the Workforce Investment Board as part of the development of a regional plan for adult education in Sonoma County, per the mandate of AB86. Petaluma Adult School provides education and training to 1,500 individuals annually with programs ranging from high school diploma completion and family literacy to computer skills and apprenticeship training. Their mission is to provide high quality instruction to our diverse community of adult learners to achieve family, workforce and personal goals.

Bob Whitlock is the General Manger of Small Precision Tools in Petaluma. He would like to increase awareness of the wide variety of manufacturing jobs in Sonoma County to attract and train our future work force. He is on the board of the California Machining and Tooling Apprenticeship Association. He is also a Rotarian and supports helping our communities and residents. Bob Whitlock will fill a Business seat.

Albert Lerma is a Program Manager for the Sonoma County Economic Development Board. He will fill an Economic Development seat. As the primary point of contact for local government, business, and community partners he manages community economic development and redevelopment programs including: business attraction and retention programs, nonprofit grants management, contract administration, business technical assistance services, microenterprise development, economic development finance, revolving loan fund administration, improvement programs, project management, budgeting & analysis, public policy development, and workforce development training programs.

Prior Board Actions:

November 12, 2013: Appointed two members to the Workforce Investment Board, reappointed fifteen members to the Workforce Investment Board. Reappointed seven members to the Youth Council.

May 7, 2013: Appointed four members to the Workforce Investment Board, and appointed two members to the Youth Council.

March 26, 2013: Reappointed two members to the Workforce Investment Board, and reappointed six members to the Youth Council.

January 15, 2013: Appointed two members to the Workforce Investment Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Workforce Investment Board and the Youth Council make recommendations and participate in workforce development initiatives and programs in alignment with local employer needs with a goal of building a prepared and well trained Sonoma County workforce.

Fiscal Summary - FY 13-14

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):

No 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:

Proposed Workforce Investment Board Membership Roster

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

Sonoma County Workforce Investment Board

Membership as of Monday, November 25, 2013

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Business			
	1	Yale Abrams	Yale Abrams Consulting
	1	Lee Alderman	Redwood Credit Union
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	Deliver the Mission
	1	Gina Charbonneau	Francis Ford Coppola Presents, Rosso & Bianco Winery
	1	Judy Coffey	Kaiser-Permanente
	1	Melanie Dodson	Community Child Care Council of Sonoma County (4Cs)
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Keo Hornbostel	Pure Luxury Transportation
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corp.
	1	Bill Nordskog	United Way
	1	Jose Obregon	Hispanic Chamber of Commerce /General Services
	1	David Ohman	D&D Consulting
	1	Robert Reynolds	Innovative Business Solutions
	1	<i>Bob Whitlock</i>	<i>Small Precision Tools</i>
	4	<i>Vacant</i>	
Total Seats	23		
Community Based Organization			
	1	Mark Ihde	Goodwill Industries of the Redwood Empire
	1	Matt Martin	Social Advocates for Youth
	1	Pedro Toledo	Redwood Community Health Coalition
	0	<i>Vacant</i>	
Total Seats	3		
Economic Development Agencies			
	1	Kelly Bass Seibel	Santa Rosa Chamber of Commerce
	1	<i>Albert Lerma</i>	<i>Sonoma County Economic Development Board</i>
	0	<i>Vacant</i>	
Total Seats	2		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Educational Entities			
	1	Steven Herrington	Sonoma County Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
	0	<i>Vacant</i>	
Total Seats	4		
Labor Organizations			
	1	Chris Knerr	Cement Masons
	1	Bill Robotka	Engineers & Scientists of California
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	1	<i>Vacant</i>	
Total Seats	5		
One-Stop Partner			
	1	Debbie Antonsen	Employment Development Department
	1	Stephanie Cabral	Experience Works, Inc.
	1	Karen Fies	Sonoma County Human Services Department
	1	Peter Harsch	California Department of Rehabilitation
	1	Kathleen Kane	Community Development Commission
	1	Chris Paige	California Human Development
	1	<i>Carol T. Waxman</i>	<i>Petaluma Adult School</i>
	1	<i>Vacant</i>	
Total Seats	8		
45 Total Membership		39 Seats Filled	
		6 Vacancies	



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Regina Romona De La Cruz to the Commission on the Status of Women to a two year term beginning on January 14, 2014 and ending on January 14, 2016. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board Of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 575-3758

Supervisorial District(s):

Fourth District

Title: Reappointment

Recommended Actions:

Reappoint Gail Pardini Plass to the Advisory Council to Area Agency on Aging, Sonoma County for a 2 year term effective January 23, 2014 through January 23, 2016.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Oscar Chavez, 565-3812

Supervisorial District(s):

All

Title: Upstream Investments Update

Recommended Actions:

1. Accept *Upstream Investments Progress Report and Next Steps for 2014 – 2016*.
2. Approve Upstream Investments recommendations for 2014 – 2016.

Executive Summary:

Background

The Upstream Investments Policy seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are Invest Early (whenever possible, dedicate funding and other resources to prevention-focused policies and interventions); Invest Wisely (ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence); and Invest Together: (focus community-wide upstream policies and interventions on preventing six targeted factors and improving 22 indicators of success).

In 2012, the Board approved implementing Upstream Investments in Sonoma County over a two year period. The following seven recommendations were identified as part of that process:

Invest Early

- Expand outreach activities in the areas of legislative advocacy, business engagement, public opinion, and shared outreach with aligned initiatives.
- Develop standardized language and processes for the use of upstream principles in funding activities.
- Identify and report the amount of funding currently dedicated to Upstream Investments and track changes over time

Invest Wisely

- Expand the breadth and depth of technical assistance to expand program evaluation capacity.
- Build and launch the interactive cost benefit tool.

Invest Together

- Launch a shared outcomes system.
- Develop a single format by which local organizations can articulate their role in and commitment to the various local collective impact activities.

Progress Report:

The Board has received annual reports of the process of Upstream Investments since it began. The topic of today's action, *Upstream Investments Progress Report and next Steps for 2014 – 2016*, describes the progress of the Upstream Investments Policy Committee in 2012 and 2013 as well as plans for the following two years.

In short, the Upstream Investments Policy Committee completed the following activities in 2012 and 2013 related to the seven goals and recommendations stated above:

Invest Early

- 304 outreach activities were conducted to share information and garner support.
- 72 unique funders fund programs on the Portfolio.
- Upstream representatives participated in the planning and implantation of the Road to the Early Achievement and Development of Youth (READY) in partnership with the Department of Health Services, Community Child Care Council of Sonoma County, River to Coast Children's Services, Child Care Planning Council of Sonoma County and First 5.

Invest Wisely

- 24 individuals have served on the Portfolio Review Committee.
- 76 submissions to the Portfolio of Model Upstream Programs have been approved.
- 15 Portfolio Application workshops were presented and attended by 109 organizations.
- 45 organizations requested and received one-on-one technical assistance.
- Upstream received funding from the Community Foundation of Sonoma County and Department of Health Services for one full-time employee to provide technical assistance to organizations.
- The Portfolio Review Committee established renewal procedures for programs on the Portfolio.

Invest Together

- The Policy Committee published the *Indicators of Success 2012 Update*.
- To date, 198 local entities have actively engaged in the Upstream Investments Policy.
- The Policy committee launched the Shared Outcomes Measurement Workgroup.
- 15 organizations signed and returned a Letter of Intent to participate in the planning process around shared measurement. Upstream and Heath Action accepted co-ownership of the Shared Measurement Workgroup.
- Upstream collaborated with Health Action to add 4 indicators of success.

Next Steps

As discussed in the report, the overall mission of Upstream Investments is to support prevention-focused policies and interventions that increase equality and reduce monetary and societal costs. To assist this mission, in 2014 – 2016 the Upstream Investments Policy Committee will complete the following next steps.

Invest Early

- Expand the Outreach Campaign to influence public opinion.
 - Legislative Advocacy: An increase in activities that influence elected officials and funders.

- Business recognition: An increase in the number of businesses that support Upstream.
- Aligned Outreach: Increased collaboration with other aligned initiatives such as Health Action, Cradle to Career and the Mayor’s Gang Prevention Task Force (further details are included in the attached report).
- Find opportunities to fund and expand upstream activities.
 - A multi-year strategy that ensures ongoing solicitation of new resources.
 - A record of how local funders have prioritized Upstream Investments.
 - A record of how Upstream Investments has been used by local organizations who solicit resources from local benefactors.

Invest Wisely

- Evidence of a Portfolio of Model Upstream Programs process that is sustainable, defensible and reflects the changing environment of evidence-informed practice.
- A monthly increase in the number of programs approved for Portfolio inclusion.
- A record of how Portfolio inclusion has changed the practices of member organizations.
- An increase in the technical assistance that is provided each month.
- Evidence that technical assistance is prioritized to support aligned local initiatives.
- Support for communities of high need as they seek to address and eliminate racial and ethnic disparities.

Invest Together

- The 26 indicators of success are updated and disseminated.
- Evidence of and support for upstream principles in County activities.
- A cross-sector measurement of shared outcomes where none currently exists.
- Promote further integration of upstream principles across-County departments and programs with initial outreach targeted to the Human and Health Services departments.
- Conduct targeted outreach to school districts with the goal of increased committee participation and Portfolio representation.
- Convene an ongoing learning community to continue dialogue around Upstream Investments and evidence-informed practice.
- Engage in cross sector collaboration with other countywide initiatives.
- Convene a group of consumers to better understand their experience with evidence-informed practices and/or services.

Prior Board Actions:

- March 2013 The Board of Supervisors appointed 3 new members to the Upstream Investments Portfolio Review Committee and reappointed 5 members to a second term.
- January 2013 the Board of Supervisors approved *The Upstream Investments Progress Report and next Steps for 2013* and *Indicators of Success 2012 Update*.
- March 2012 the Board of Supervisors appointed the first 15 members of the Upstream Portfolio Review Committee.
- November 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board that described the Upstream Ad Hoc Board Committees’ accomplishments. The Board approved 10 next steps including convening the Upstream Investments Policy Committee for a two-year term (2012-2013) and appointing members to the Portfolio Review Committee for a one or two-year term

(2012-2013).

- January 2011 the Upstream Ad Hoc Board Committee made a progress report to the Board. The Board approved the Upstream Logic Model and approved a pilot test of the Portfolio of Model Upstream Programs.
- January 2010 the Upstream Investments Team made a report to the Board that included seven recommendations to promote Upstream Investments in Sonoma County.
- July 2008 the Board of Supervisors chartered the Upstream Investments Project to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.

Strategic Plan Alignment Goal 3: Invest in the Future

Upstream Investments is focused on community investments and prevention efforts.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal impacts are part of the Department's 13/14 approved budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Upstream Investments Progress Report and Next Steps for 2014 - 2016

Related Items "On File" with the Clerk of the Board:
None.



UPSTREAM INVESTMENTS

Promoting healthy communities and equal opportunity for all



Progress Report Next Steps for 2014 - 2016

Submitted to the Sonoma County Board of Supervisors

January 2014

Submitted by the Upstream Investments Policy Committee



UPSTREAM INVESTMENTS

Promoting healthy communities and equal opportunity for all

Progress Report 2013

Progress Report and Next Steps 2014-2016

Submitted to the Sonoma County Board of Supervisors

Submitted by the Upstream Policy Committee

Efren Carrillo 5th District Supervisor
Shirlee Zane 3rd District Supervisor
Susan Gorin (Alternate) 1st District Supervisor
Jerry Dunn (Sponsor) Human Services Department
Kathleen Kane Community Development Commission
Lori Norton/Christina Rivera County Administrators Office
Barbara Fitzmaurice County Counsel
Julie Paik/Gigi Myrtle Department of Child Support Services
Rita Scardaci Department of Health Services
Ben Stone Economic Development Board
Alfredo Perez First 5 Sonoma County
John Hartwig Information Services Department
Jill Ravitch/Christine Cook Office of the District Attorney
Kathleen Pozzi Office of the Public Defender
David Koch Probation Department
Heidi Keith Sheriff's Office
Steven Herrington Sonoma County Office of Education
Lauran Grayman Big Brothers Big Sisters
Chuck Fernandez Catholic Charities, Diocese of Santa Rosa
Carol Simmons Child Care Planning Council
Robert Judd Community Foundation Sonoma County
Marlus Stewart Drug Abuse Alternatives Center
Robin Bartholow North Coast Builders Exchange
Amber Twitchell On the Move – V.O.I.C.E.S.
Elece Hempel Petaluma People Services Center
Lee Alderman Redwood Credit Union
Caryl Hart Regional Parks
Jynx Lopez River to Coast Children's Services
Tom Schwedhelm Santa Rosa Police Department
Mike Kallhoff United Way of the Wine Country

Acknowledgements

The Upstream Investments Policy Committee acknowledges and appreciates the significant work conducted by the members of four committees and the project staff.

Executive Committee

1. Efren Carrillo, *5th District*
2. Jerry Dunn, *Human Services Department*
3. Jill Ravitch, *Office of the District Attorney*
4. Rita Scardaci, *Department of Health Services*
5. Steven Herrington, *Sonoma County Office of Education*

Portfolio Review Committee

1. Alfredo Perez, *First 5 Sonoma County*
2. B.J. Bischoff, *Bischoff Performance Improvement Consulting*
3. Carlos Ayala, *Sonoma State University*
4. Carol Simmons, *Child Care Planning Council*
5. Christina Rivera, *County Administrators Office*
6. Dan Blake, *Sonoma County Office of Education*
7. Jennifer O'Donnell, *United Way of the Wine Country*
8. Julie Sabbag-Maskey, *Human Services Department*
9. Katie Greaves, *Human Services Department*
10. Leo Tacata, *Office of the District Attorney*
11. Monique Chapman, *Sheriff's Office*
12. Robert Halverson, *Probation Department*
13. Robert Judd, *Community Foundation Sonoma County*
14. Serena Lienau, *City of Santa Rosa*
15. Susan Castillo, *Department of Health Services*
16. Stephen Jackson, *Sonoma County Office of Education*

Portfolio Appeal Committee

1. David Koch, *Probation Department*
2. Kathleen Kane, *Community Development Commission*
3. Peter Rumble, *County Administrator's Office*

Shared Outcomes Measurement Committee

1. Alfredo Perez, *First 5 Sonoma County*
2. Alexandra Bartz, *Summer Search*
3. Angie Dillon-Shore, *Community Action Partnership*
4. Cindy Williams, *Office of the District Attorney*
5. Dan Blake, *Sonoma County Office of Education*
6. Erin Hawkins, *Petaluma Health Care District*
7. George Malachowski, *Human Services Department*
8. David Koch, *Probation Department*
9. Gigi Mertle, *Department of Child Support Services*
10. Jen Lewis, *Department of Health Services*
11. Jenny Helbraun Abramson, *Continuum of Care*
12. Karin Demarest, *Community Foundation*
13. Kathryn Pack, *Department of Health Services*
14. Kellie Noe, *Department of Health Services*
15. Kim Gilmore, *Information Systems Department*
16. Laurie Siebler, *Community Child Care Council*
17. Robert Halverson, *Probation Department*
18. Steve Pettit, *Public Defender's Office*
19. Teddie Pierce, *Community Development Commission*

Project Managers

Oscar Chavez, *Human Services Department*
Angie Dillon-Shore, *Human Services Department*

Project Staff

Joni Thacher, *Human Services Department*
Megan Sirna, *Human Services Department*
Joy Thomas, *Human Services Department*

The Human Services Department would like to acknowledge the contributions of former staff members, Marla Stewart and Larissa Heeren.

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Introduction

Background

The 2007 Sonoma County Strategic Plan found that criminal justice costs comprised over half of the discretionary general fund, and, as a percent of the total discretionary general fund, were growing. As criminal justice costs continued to rise, County funds available for other County services were diminished.

In July 2008, the Board of Supervisors chartered the Upstream Investments Project to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.

In January 2010, the Upstream Investments Team made a report to the Board that included seven recommendations to promote Upstream Investments in Sonoma County. These recommendations included convening the Upstream Ad Hoc Board Committee to implement these recommendations.

In January 2011, the Upstream Ad Hoc Board Committee made a progress report to the Board. The Board approved the Upstream Logic Model (refer to Appendix E) and a pilot test of the Portfolio of Model Upstream Programs.

In November 2011, the Upstream Ad Hoc Board Committee made a progress report to the Board that described the Upstream Ad Hoc Board Committee's accomplishments. The Board approved 10 next steps including establishing the Upstream Investments Policy Committee for a two year term (2012-2013).

In March 2012, the Board appointed the first 15 members of the Portfolio Review Committee.

In February 2013, the Upstream Investments Policy Committee made a progress report to the Board that describe the Upstream Investment Policy Committee's accomplishments in 2012.

Purpose of this Progress Report

This report describes the progress of the Upstream Investments Policy Committee in 2012-2013 and the next steps for 2014. The Upstream Investments Policy Committee will return to the Board in January 2015 with a full report about the accomplishments during 2014 term and recommendations for next steps related to the continuation of the Upstream Investments Policy.

Brief Description of the Upstream Investments Policy

The Upstream Investments Policy, sponsored by the Sonoma County Board of Supervisors and widely supported throughout the community, seeks to eliminate poverty in Sonoma County and ensure equal opportunity for quality education and good health in nurturing home and community environments. The three primary strategies are:

- **Invest Early:** Whenever possible, dedicate funding and other resources to prevention-focused policies and interventions.
- **Invest Wisely:** Ensure that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence. Programs that meet the criteria for the Portfolio of Model Upstream Programs have demonstrated this commitment to evidence-informed practice.
- **Invest Together:** Focus community-wide upstream policies and interventions on preventing six targeted factors and improving 26 indicators of success to achieve the Upstream vision, mission, goals, and measureable impacts.

Guiding Principles

The following principles guide the work of the Upstream Investments Policy Committee:

- The Upstream Investments Policy is a significant and long term public/private partnership. As such, it is important to acknowledge that it cannot use a short term yardstick for this long term journey. This report discusses accomplishments and next steps – but these will not be the last steps. This is a marathon, not a sprint.
- The Upstream Investments logic model approved by the Board of Supervisors in January 2011 is a well-developed and well-supported plan for action. The 2014-2016 Policy Committee will continue a period of implementation.
- Collective impact provides the greatest promise for making significant improvements related to the Upstream Investments Policy and other aligned community-wide initiatives. The implementation activities managed by the Upstream Investments Policy Committee represent purposeful collaboration between Upstream Investments and other community-wide initiatives. Appendix C describes aligned community-wide initiatives.
- A primary objective continues to be identifying evidence-informed methods and funding for upstream interventions in Sonoma County.

NOTE: Some words and phrases used in this report may be unfamiliar to the reader. Refer to Appendix B for a definition of terms.

Report Highlights

2012 - 2013 Upstream Investments Policy Committee Activities

Invest Early

- 242 outreach activities have been conducted to share information and garner support.
- 65 unique funders fund programs on the Portfolio

Invest Wisely

- A total of 22 individuals have served on the Portfolio Review Committee.
- 65 unique programs have been approved to the Portfolio of Model Upstream Programs.
- 15 Portfolio Application workshops were presented and attended by 99 unique organizations.
- 40 organizations requested and received one-on-one technical assistance.
- Upstream received funding from the Community Foundation of Sonoma County and Department of Health Services for one full-time employee to provide training and technical assistance to engage the community and build the capacity of organizations to adopt Upstream principles.
- The Portfolio Review Committee established renewal procedures for programs on the Portfolio.

Invest Together

- To date, 197 local entities have actively engaged in the Upstream Investments Policy.
- The Policy Committee published the *Indicators of Success 2012 Update*.
- Upstream collaborated with Health Action to add 4 indicators of success.
- The Policy Committee launched the Shared Outcomes Measurement Workgroup.
- 16 organizations signed and returned a Letter of Intent to participate in the planning process around shared measurement.
- Upstream and Health Action accepted co-ownership of the Shared Measurement Workgroup.
- Upstream representatives participated in the planning and implementation of the Road to the Early Achievement and Development of Youth (READY) in partnership with the Department of Health Services, Community Child Care Council of Sonoma County, River to Coast Children's Services, Child Care Planning Council of Sonoma County, and First 5 Sonoma County.

Next Steps for 2014 - 2016

Goals new to this report are *italicized*. All other goals have been carried over from 2012 – 2013.

Invest Early:

- Expand the Outreach Campaign to influence public opinion.
 - Legislative Advocacy: An increase in activities that influence elected officials and funders.
 - Business Recognition: An increase in the number of businesses that support Upstream.
 - Aligned Outreach: Increased collaboration with other aligned initiatives.
- Find opportunities to fund and expand upstream activities.
 - A multi-year strategy that ensures ongoing solicitation of new resources.
 - A record of how local funders have prioritized Upstream Investments.
 - A record of how Upstream Investments has been used by local organizations who solicit resources from local benefactors.

Invest Wisely:

- Evidence of a Portfolio of Model Upstream Programs process that is sustainable, defensible and reflects the changing environment of evidence-informed practice.
- A monthly increase in the number of programs approved for Portfolio inclusion.
- *A record of how Portfolio inclusion has changed the practices of member organizations.*
- *An increase in the number of organizations receiving technical assistance and the hours of technical assistance provided each month.*
- Evidence that technical assistance is prioritized to support aligned local initiatives.
- *Support for communities of high need as they seek to address and eliminate racial and ethnic disparities.*

Invest Together:

- The 26 indicators of success are updated and disseminated.
- Evidence of and support for upstream principles in County activities.
- A cross-sector measurement of shared outcomes where none currently exist.
- Promote consistent meaningful engagement with organizations that returned a Resolution of Alignment.
- *Promote further integration of upstream principles across county departments and programs with initial outreach targeted to the Human and Health Services departments.*

- *Conduct targeted outreach to school districts with the goal of increased committee participation and Portfolio representation.*
- *Convene an ongoing learning community to continue dialogue around Upstream Investments and evidence-informed practice.*
- *Engage in cross sector collaboration with other countywide initiatives.*
- *Convene a group of consumers/clients to better understand their experience with evidence-informed practices and/or services.*

Invest Early

The Upstream Investments Policy promotes the implementation of prevention-focused policies and interventions. *Invest Early* means making a commitment to dedicate funding and other resources to early interventions whenever possible. Organizations that have shifted existing funding to, or invested new funding in upstream interventions have demonstrated a commitment to investing early whenever possible.

2011 Board Approved Recommendations

1. Expand the **Outreach Campaign** to influence public opinion.
2. Significantly **Expand Resources** for upstream investments.

2012 - 2013 Upstream Investments Policy Committee Activities

1. Outreach Campaign

Throughout 2012 and 2013, the Upstream Investments outreach campaign included making presentations about Upstream, hosting a website and a Facebook page, conducting a traditional and social media campaign, making informational presentations to local groups, supporting the outreach of Upstream champions, maintaining and using a list-serve to share information, and launching an Engagement Team. This campaign to date has included the following activities:

a. Outreach Activities to Date

	Local, State, and National Presentations	Mentions in Traditional Media	Mentions in Social Media
2009-2011	54	47	17
2012	26	9	59
2013	12	6	12
TOTAL to date	92	62	88

Refer to Appendix D for a full list of presentations to date.

b. Engagement Team

In 2013, the Upstream Investments Policy Committee convened a one-year, Engagement Team to expand outreach activities to four new audiences: elected officials, business, healthcare, and aligned initiatives. Team members demonstrated expertise related to

legislative advocacy, business relations and recognition, marketing and communications, community engagement, and grassroots organizing.

The Engagement Team’s progress was slower than expected. Changes in staffing stalled progress. The team’s original work plan recommended the development of four simultaneous campaigns targeting identified audiences. Limited fiscal and human resources compromised these efforts. The committee was dissolved and will be called on as necessary on an ad hoc or individual basis.

2013 Engagement Team

Position	Representative	Organization
Elected officials (up to 4 positions)	1. Lisa Wittke Schaffner 2. Diana Ramirez	Sonoma County Board of Education Senator Noreen Evans’ Office
Business community (up to 4 positions)	3. Kelly Bass 4. Lee Alderman	Santa Rosa Chamber of Commerce Redwood Credit Union
Private foundations (up to 4 positions)	None	
Communications (up to 4 positions)	5. Susan Starbird 6. Cindy Butner	Starbird Creative Press Democrat
Aligned Initiatives (up to 4 positions)	7. Kellie Noe 8. Beth Dadko 9. Lori Ann Norcia	Cradle to Career, DHS Health Action, DHS Volunteer Center of Sonoma County
Public at large (up to 2 positions)	None	

2. Expand Resources

Ten local funders are actively engaged in developing ways to promote upstream principles through their funding activities: City of Santa Rosa, Community Development Commission, Community Foundation Sonoma County, First 5 Sonoma County, John Jordan Foundation, Sonoma County Department of Health Services, Sonoma County Human Services Department, Sonoma County Probation Department, Sonoma County Office of Education, and United Way of the Wine Country. Throughout 2012 and 2013, these funders pilot tested the use of upstream principles in their various funding activities as follows.

Requests for Proposals (RFPs)

- Requiring programs to be prevention-focused.
- Requiring responders to have a Resolution of Alignment.
- Providing bonus points for programs on the Portfolio.
- Requiring responding programs to be on the Portfolio (at any Tier level).
- Providing information to RFP review committees about which programs are on the Portfolio.
- As a step-wise approach, requiring specific components of Portfolio criteria – for instance requiring a logic model or outcomes that link to the Upstream Indicators of Success.
- For grantees that are not on the Portfolio, requiring a discussion about why not and reports about progress towards a submission to the Portfolio.

Contracts

- Requiring contracted services to be on a national evidence-based clearinghouse.
- Requiring contracted programs to be on the Portfolio to maintain contract funding.
- Discussing upstream principles in contract-monitoring site visits.

Technical Assistance

- Funding training and certification for grantees about specific evidence-based practices.
- Supporting grantees to successfully meet the Portfolio requirements by hosting Portfolio workshops, referring grantees to Upstream staff for Portfolio application assistance, and/or providing direct assistance to grantees as grantees prepare their Portfolio application.

Leveraging other funding

- Recommending Portfolio programs to donors, volunteers and other funding sources.

Next Steps for 2014 - 2016

1. Outreach and Engagement Campaign

The Policy Committee will expand outreach activities to local businesses, elected officials, healthcare, school districts, county departments and other aligned initiatives. Based on a definition of successful business engagement and understanding of best practices, the Human Services Department will continue the work of the Engagement Team. The Engagement Team will convene as an ad hoc advisory group to provide specific input in engagement strategies for the various sectors.

Staff will develop and pilot test messages to the local business community; identify and target specific community stakeholders to pilot engagement messages; identify and make use of all necessary and available resources including websites, multi-media presentations, print materials, speakers, convening of “learning communities”, customized training and technical assistance, support staff, and funding; and develop mechanisms for tracking and acknowledging participation. Activities and progress will be reported to the Policy Committee and Board of Supervisors as necessary. Upon completion of the work plan, subsequent plans will be developed around legislative advocacy, healthcare and aligned initiatives. With the completion of each work plan, group membership will be reevaluated to ensure combined expertise is relevant to new goals.

Staff will also begin a process of engaging transitional-age youth in the Policy Committee. Working collaboratively with youth and several Sonoma County youth serving agencies, we will support the development of Guidelines for Youth Participation in Leadership. Policy Committee members will be supported to meaningfully engage youth in the Policy decision-making process.

Human Services Department staff will continue to keep a record of activities that influenced elected officials, funders and other important community decision-makers. They will also develop and implement strategies to further collaboration with aligned initiatives, including but not limited to Health Action, Cradle to Career and the Mayor’s Gang Prevention Task Force.

2. Expand resources

The Policy Committee will develop a strategic three-year plan to ensure ongoing solicitation of new resources. They will identify and report the funding currently dedicated to Upstream Investments. Based on this information, the committee will recognize stable funding sources and identify and petition new sources.

Through the renewal process established by the Portfolio Review Committee the Upstream staff will identify, monitor and report the ways Upstream Investments was used by local organizations who solicit resources from local benefactors. This report will reflect the practices of individual organizations and collective shifts as knowledge and use of the Portfolio expands.

The Policy Committee will identify and report the amount of funding currently dedicated to Upstream Investments and track changes over time. They will also continue to maintain a record of how local funders have prioritized Upstream Investments.

Invest Wisely

The Upstream Investments Policy promotes evidence-informed practice. *Invest Wisely* means ensuring that upstream policies and interventions have the highest possible likelihood of success by selecting those that are backed by sound evidence. Programs that meet the criteria for the Portfolio of Model Upstream Programs have demonstrated this commitment to evidence-informed practice.

2011 Board Approved Recommendations

1. Formalize the **Portfolio of Model Upstream Programs**.
2. Provide **Technical Assistance** related to program evaluation and implementing evidence-informed practice.
3. Finish and launch the **Interactive Cost Benefit Tool**.

2012 – 2013 Upstream Investments Policy Committee Activities

1. Portfolio of Model Upstream Programs

The Portfolio of Model Upstream Programs (the Portfolio) is a three-tiered clearinghouse of local evidence-based, promising, and emerging practices. The criteria for each tier represent a broad industry and local consensus about the requirements for the three levels of evidence-informed practice. Applying to the Portfolio provides a structured and concrete method for service providers to expand their capacity to deliver evidence-informed services. The Portfolio also provides local funders with an objective, third party assessment of a program's rigor related to implementation and outcomes. The criteria for each tier of the Portfolio are as follows:

Tier 1: Evidence-Based Practices

Evidence-Based Practices are “gold standard” programs – those programs that have been empirically proven to produce positive outcomes and that are implemented in Sonoma County with fidelity to the original model. These programs are listed on a national evidence-based clearinghouse and are implemented in Sonoma County in a way that adheres to the protocol of the originally developed and evaluated program.

Tier 2: Promising Practices

Promising Practices do not meet the rigorous Tier 1 criteria for evidence-based practice, but they are designed based on sound theory and with clear expected outcomes. Tier 2 programs have a literature review, a logic model, a manual, an evaluation, and have been delivered to

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Refer to appendices at the end of this report for definitions of terms. Contact 707.565.5800 for more information.

more than one group of clients.

Tier 3: Emerging Practices

Emerging Practices have the intent of being outcomes-based and meet the pre-requisites for evidence-based practice. However, these programs have not yet completed an evaluation. Tier 3 programs have a literature review, a logic model, policies and procedures, and a credible plan to conduct an evaluation. These programs may be innovative pilot programs.

For a full description of each tier criteria and the Portfolio, refer to <http://www.SonomaUpstream.org>.

The Portfolio is administered by a Board-appointed review committee. The purpose of the Portfolio Review Committee is to evaluate submissions to the Portfolio in accordance with the Review and Decision Process and to determine tier placement for each submission. Programs that are denied for tier placement are provided with technical assistance from the Human Services Department and are afforded a second review. The Portfolio Review Committee is also responsible for ensuring that the tier criteria and the Review and Decision Process continue to meet County policy and accepted industry practices related to evidence-informed practice, and to make recommendations for changes when appropriate. The Portfolio Review Committee is comprised of a minimum of 7 and a maximum of 15 members representing the County Administrator's Office, Sonoma County Health and Human Services Departments, Sonoma County Criminal Justice Departments, local early childhood development organizations, local education entities, local funders, Bay Area universities or colleges, and the community at large. The 2012 - 2013 members of the Portfolio Review Committee are listed on the Acknowledgements page at the beginning of this report.

To date, the Portfolio Review Committee has approved 65 unique programs for Tier placement; 21 as Evidence-Based Practices (Tier 1), 26 as Promising Practices (Tier 2), and 18 as Emerging Practices (Tier 3). Refer to <http://www.SonomaUpstream.org> for a full list of the local organizations that have successfully demonstrated their capacity to deliver evidence-informed programs through a successful Portfolio submission, and the local funders that support these programs.

a. Renewal Process

November 17, 2013 marked three years of membership for the first programs approved to the Portfolio. The Portfolio Review Committee determined that after an organization's program has been on the Portfolio for three years *the organization must demonstrate that the program continues to produce the same or improved outcomes as described in the original application*. All future applications for that program at the same tier for which it was approved must be

submitted as a Renewal Application, using the instructions and application forms posted on the Upstream Investments website at the time of the renewal submission.

Organizations with Tier 1 and Tier 2 programs will be allowed to renew at the same Tier. Organizations with Tier 3 programs are expected to have an evaluation and manual in place and apply for Tier 2 status. However, if the organization can show that there were extenuating circumstances that made it impossible for it to have executed an evaluation plan or create a robust program manual, the organization may submit the program again to be on the Portfolio using a Tier 3 Renewal Form. Tier 3 organizations may only renew at the Tier 3 level one time. After their second 3-year term on the Portfolio they must apply for Tier 2 status or they will be removed.

2. Technical Assistance

To support the expansion of evidence-informed practice, the Human Services Department provides technical assistance in the form of workshops and one-on-one assistance. The Human Services Department has hired a full time staff person to provide customized technical assistance to requesting organizations and to build the capacity of the community through trainings and informational presentations. To date, the Human Services Department has held 15 workshops about different components of the Portfolio criteria. Ninety-nine (99) organizations have sent one or more representatives to one or more workshops, and 42 organizations have requested and received one-on-one assistance in a face-to-face meeting for an hour or more. Refer to Appendix A for a full listing of organizations that have received technical assistance.

With the goal of increased Portfolio involvement from organizations in Sonoma Valley, Upstream Investments partnered with the Community Foundation of Sonoma County, the Sonoma Valley Fund, Sonoma Valley Chamber of Commerce, and Sonoma County Health Action to host a Portfolio presentation in Sonoma Valley. The presentation increased collective understanding of evidence-informed practice, upstream interventions and the Portfolio. The Policy Committee will continue a regional outreach campaign to other areas in Sonoma County.

3. Interactive Cost Benefit Tool

In the January 2010 report to the Board, the Upstream Team described a local cost benefit analysis that explored whether or not there is a cost benefit for County general fund related to criminal justice if the County is the sole funder of upstream interventions. This local cost benefit analysis determined that the County would not financially benefit related solely to criminal justice costs of the general fund if the County was the only funder of upstream interventions. Savings that result from upstream investments are shared throughout the

criminal justice system including services funded by state and federal sources such as courts, prisons, and parole. Savings from upstream interventions are also shared by a variety of other public services. Because the benefits of upstream interventions are spread among all public services funded by a variety of sources, it is critical that varied funding sources (local, state, federal, private) collectively invest in upstream interventions.

Since the initial local cost benefit analysis, there has been a desire to expand the cost benefit analysis template to include costs and benefits related to other County funded services including cash aid and CalFresh, child welfare, and alcohol and other drug services. This expanded analysis would facilitate the development of an interactive cost benefit tool that would allow local funders and service providers to estimate long-term savings from individual upstream investments.

To date, the development of this interactive cost benefit tool has not been funded. Staff will continue to seek funding to support this activity.

Next Steps for 2014 - 2016

1. Portfolio of Model Upstream Programs

Continue building the Portfolio. Present new members of the Portfolio Review Committee to the Board for approval when necessary.

Continue to define a renewal process that reflects and supports the changes in evidence-informed practice in our community, while also encouraging and recognizing the importance of innovation.

2. Technical Assistance

Continue providing technical assistance and identify funding to expand the breadth and depth of the Portfolio as follows:

- Provide assistance to more organizations through an increased number of workshops.
- Provide deeper assistance to organizations through a more intensive program of one-on-one assistance.
- Expand the regional outreach campaign to increase understanding of evidence-informed practice, upstream interventions and the Portfolio.
- Provide targeted technical assistance to Tier 3 organizations around evaluation plan implementation and robust program manual development.
- Leverage existing technical assistance (for instance, universities and free webinars) by strengthening linkages between service providers and these existing resources.

- Develop learning communities that meet on an ongoing basis with staff support where service providers can meet, share their experiences, and learn from each other.
- Publish and maintain a dictionary of the growing local vocabulary related to prevention, evidence-informed practice and collective impact.

3. Address Racial and Ethnic Disparities

Support communities of high need as they seek to address and eliminate racial and ethnic disparities.

- Define and identify high need communities in Sonoma County.
- Recommend and advocate for programs that seek to end racial and ethnic disparities to organizations with service populations in identified high need areas and prioritize for technical assistance.
- Conduct targeted outreach to organizations in these areas to determine their greatest areas of need.

Invest Together

The Upstream Investments Policy promotes collective impact. *Invest Together* means focusing community-wide policies and interventions to achieve the Upstream vision, mission, goals, and measureable impacts.

2011 Board Approved Recommendations

1. Embed the **Indicators of Success** in *www.HealthySonoma.org*.
2. Increase **Collective Impact** related to Upstream Investments and other aligned initiatives.
3. Continue the **County's Leadership** of incorporating upstream principles in County activities.

2012 - 2013 Upstream Investments Policy Committee Activities

1. Indicators of Success

In 2011, the Upstream Investments Policy identified 4 goals and 22 indicators of success to track community progress towards meeting the Upstream vision. Refer to Appendix E for a full list of the goals and indicators of success. Each of the Upstream indicators matches one or more indicators selected by 12 aligned initiatives. Refer to Appendix C for a description of these 12 aligned initiatives.

In November 2012, the Upstream Investments Policy Committee approved the *Indicators of Success 2012 Update*, a report about the 22 indicators which describes current performance, illustrates trends over time, identifies disparities by race/ethnicity, lists the programs on the Portfolio related to each indicator, and benchmarks Sonoma County to other counties and the State. Working collectively, the Sonoma County community can see significant social change in the areas reflected by these indicators. The Upstream Investments Policy Committee urges all community members to use the information in this report to take the following actions (which are more fully described in the *Indicators of Success 2012 Update* available at <http://www.sonomaupstream.org/documents/Indicators2012.pdf>).

In February 2013, the Policy Committee adopted an additional 4 indicators from Health Action raising the total number of indicators tracked from 22 to 26.

2. Collective Impact

To date, 197 local entities have demonstrated their commitment to collective impact and have actively engaged in the implementation of the Upstream Investments Policy. These entities have participated in one or more of seven engagement activities:

- Serving on an Upstream committee
- Hosting an Upstream presentation
- Submitting an Upstream Resolution of Alignment
- Attending a Portfolio workshop
- Requesting and receiving one-on-one technical assistance
- Submitting a program on the Portfolio
- Funding a program on the Portfolio

This engagement is fully described in Appendix A on pages 23 - 34. Thirty-one entities have significantly promoted the implementation of the Upstream Investments Policy and furthered collective impact by participating in four or more of the seven categories of engagement. These 31 entities represent business, cities, community-based organizations, education, philanthropy, and County departments. In February 2013, the Board of Supervisors approved and the Human Services Department presented a Gold Resolution to 25 of these entities (italicized) for their commitment to the early implementation of Upstream from 2009-2012. All thirty-one organizations are as follows:

- *California Parenting Institute*
- *Center for Social and Environmental Stewardship*
- *Child Care Planning Council*
- *City of Santa Rosa*
- *Community Action Partnership of Sonoma County*
- *Community Child Care Council of Sonoma County*
- *Community Foundation Sonoma County*
- *Drug Abuse Alternatives Center*
- *Extended Child Care Coalition*
- *First 5 Sonoma County*
- *Forget Me Not Farms*
- *Martial Arts Youth Institute (MAYi)*
- *National Alliance on Mental Illness Sonoma County (NAMI)*
- *Office of the District Attorney*
- *On the Move / V.O.I.C.E.S.*
- *Petaluma City and Petaluma Joint Union High School Districts*
- *Petaluma People Services Center*
- *Professional Association for Childhood Education*
- *Recourse Mediation Services*
- *River to Coast Children's Services*
- *Santa Rosa Chamber of Commerce*
- *Social Advocates for Youth*
- *Sonoma County Department of Child Support Services*
- *Sonoma County Department of Health Services*

- *Sonoma County Human Services Department*
- *Sonoma County Office of Education*
- *Sonoma County Probation Department*
- *United Way of the Wine Country*
- *Volunteer Center of Sonoma County*
- *Workforce Investment Board*
- *Young Women's Christian Association (YWCA)*

Shared Outcomes Measurement

In another activity to promote collective impact, the Upstream Investments Policy Committee convened the Shared Outcomes Measurement Workgroup to develop, implement, and sustain the measurement of a few community-wide outcomes for children, families, and individuals. This work represents the next step in developing shared outcomes measurement. It takes Sonoma County beyond the population-level data currently available and published in the *Indicators of Success 2012 Update* to collecting, analyzing, and using information about the array of services that specific individuals and families receive in this community. The full action plan and developed documents for the Shared Outcomes Measurement Workgroup can be viewed at <http://www.sonomaupstream.org/html/shared.asp>. To date this work has resulted in the following products:

- Shared Outcomes Action Plan
- Shared Outcomes One-Year Work Plan
- Documented Best Practices in Other Communities
- Shared Outcomes Logic Model
- Outcomes We May Track
- Draft Business Plan
- Draft Scope of Work for Database
- Letter of Intent for Participating in the Planning Process

On July 3, 2013, a Letter of Intent was sent to local stakeholders and County Departments to signal their intent to participate in the development of a shared measurement system. To date, 16 organizations have returned their Letter of Intent. On July 25, 2013, the Policy Committee convened 33 individuals from 25 organizations to discuss the next steps for shared measurement and the development of a standalone research institute to conduct research, house data and offer technical assistance to local organizations.

As of October 2013, the Human Services Department and Department of Health Services, as led by Upstream Investments, Health Action, and Cradle to Career, have agreed to co-own the shared outcomes work.

Other Aligned Activities

To promote collective impact through the Upstream Investments Policy, and to ensure that planning and activities in different areas are complimentary and jointly successful, the Human Services Department participates in the following activities:

- The **Cradle to Career** Operational Committee and Upstream committees have numerous members in common, which facilitates ongoing communication between the initiatives and supports mutually-reinforcing activity. The Human Services Department

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coordinated the booth exhibits for the Cradle to Career launch in April 2012 and at the 2013 Fall Dialogue. Each booth highlighted a program on the Portfolio that supports the Cradle to Career continuum. Tracking indicators of success for Cradle to Career is part of the annual Upstream Indicators Report and the Shared Outcomes Measurement Workgroup.

- Serves on the **Health Action Council** and the Committee for Healthcare Improvement; and Department of Health Services staff serve on every Upstream committee.
- Presented Upstream as a break-out session at the Fall Trustees Symposium hosted by the **Sonoma County Office of Education**.
- Serves on the Santa Rosa **Mayor's Gang Prevention Task Force** Policy Team; and Santa Rosa City staff serve on the Portfolio Review Committee.
- Serves on the **Community Development Committee**; and staff of the Community Development Commission serve on Upstream committees.
- Serves on the **First 5 Sonoma County Commission** and First 5 staff serve on Upstream committees.
- Serves on the **Partnership for Children** Advocacy Groups Roundtable; and staff of the Partnership serves on Upstream committees.
- Sponsors **Prevent Child Abuse** Sonoma County.
- Serves on **Sonoma County BEST** Board of Directors.
- Leads the **Workforce Investment Board**.
- Released, in collaboration with the Department of Health Services, First 5 Sonoma County, the Probation Department, and the Community Development Commission, a **Request for Qualifications** to competitively select a list of qualified program evaluators that can be used by all County Departments to evaluate County delivered and County funded services.
- Was funded, in collaboration with the Department of Health Services, Community Child Care Council of Sonoma County, Child Care Planning Council, and River to Coast Children's Services, by First 5 to implement the **Road to the Early Achievement and Development of Youth (READY)**.

3. County Leadership

The County also demonstrates a commitment to investing early, investing wisely and investing together through County activities. In 2012 and 2013, the County highlighted Upstream Investments in the 2012-2013 budget, pilot tested the use of upstream principles in competitive procurements and contracting, submitted Resolutions of Alignment for County Departments and collaboratives, submitted a Letter of Intent, and submitted County programs to the Portfolio.

1. Indicators of Success

- Update and widely disseminate the *Indicators of Success* and promote the Calls to Action. Schools, businesses, cities, non-profits, faith-based communities, civic organizations, and individuals can all use this information to focus their engagement and contribute to collective impact. An update of the *Indicators* will be published in late spring 2014.
- Continue to support expansion and scaling of effective practices and support the replacement or improvement of practices that demonstrate inefficacy. Communities and organizations are complex adaptive systems. Success requires an ever-changing array of public and private approaches. This community has a collective desire to improve home and community environments and a shared understanding that some well-intentioned approaches are not successful.
- Encourage local businesses, chambers of commerce, and media agencies to use this information and engage in community-wide collective impact activities.

2. Shared Outcomes

- Collaborate with Department of Health Services (Health Action and Cradle to Career) to provide leadership for the Shared Outcomes Measurement Workgroup and to launch a pilot of a shared measurement system.
- Increase in the number of Letters of Intent returned.
- Convene an ongoing learning community with partnered organizations to identify the barriers and benefits of a common research institute.
- Approve policies for data sharing including, when appropriate, approve Memorandums of Understanding.
- Gain agreement from 5-10 organizations to participate in a shared measurement pilot, possibly leveraging a shared measurement effort already being conducted (i.e. First 5 contractors).
- Determine which shared outcomes to measure for the pilot, with common definitions and measurement tools.
- Define and pilot-test reports and plan to produce them regularly.
- Develop a three-year management plan to implement the scope of work and ensure that all objectives are met.
- Create a foundation for future, more complex, shared data analysis and use.

3. Collective Impact

- Convene a group of consumers to better understand their experience with evidence informed practices.

- Promote consistent and meaningful engagement with organizations that returned a Resolution of Alignment.

4. County Leadership

- Promote further integration of upstream principles across county departments.
- Host a series of presentations within county departments to define and promote upstream principles.
- Create and distribute a newsletter to department heads and community partners that can be used to disseminate information about Upstream Investments within their departments and organizations.
- Continue to reflect upstream principles in County activities including the budget, procurement, service delivery, and policy development.

Leadership and Resources

The Upstream Investments Policy is one of several large-scale, County-sponsored collective impact initiatives with the intent of improving community well-being. Collective impact backbone organizations dedicate staff with the necessary skills to provide overall strategic direction, facilitate effective dialogue between partners, manage data collection and analysis, and coordinate community outreach. The County of Sonoma serves as the backbone organization for the Upstream Investments Policy.

2011 Board Approved Recommendations

1. Continue the Upstream Investments Policy.
2. Provide backbone resources in 2012-2013 and 2013-2014.

2012 – 2013 Upstream Investments Policy Committee Activities

The Human Services Department sponsors the Upstream Investments Policy on behalf of the Board of Supervisors and dedicates the following staffing resources:

- **Sponsorship (.1 FTE):** Inspires and maintains a community-wide focus on the mission, vision, and goals; represents Upstream Investments in County, state, and federal settings.
- **Project Management (.75 FTE):** Supervises staff; designs and facilitates meetings and activities to promote successful achievement of goals; makes presentations to a wide range of audiences; works one-on-one with organizations aligning their practices; ensures effective communications among partners; prepares updates and reports for the Board of Supervisors.
- **Project Operations (1 FTE):** Coordinates correspondence; manages scheduling and logistics of five committees; ensures Brown Act compliance; coordinates the review process for the Portfolio Review Committee; documents all meetings; produces all documents; coordinates development and implementation of all communications and outreach; designs marketing materials; manages website content; staffs the Engagement Team; coordinates outreach activities with aligned initiatives.
- **Program Evaluation Technical Assistance (Contract):** Provides one-on-one and workshop assistance about program evaluation (including finding and using relevant research to inform program design, developing logic models, designing and implementing evaluations, and disseminating and using evaluation results to improve programs).

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- **Data Analysis and Reporting (.50 FTE):** Collects, analyzes, and reports all necessary data; ensures ongoing maintenance and publication of the *Indicators of Success*, staffs the Shared Outcomes Measurement Committee.

In 2013, The Department of Health Services and Community Foundation donated funds to Upstream Investments to hire one full-time staff to provide technical assistance to local non-profits to increase their use of evidence-informed practice.

In 2013, First 5 funded the Road to the Early Achievement and Development of Youth (READY). The Human Services Department received one full-time staff to coordinate the project.

Next Steps for 2014 - 2016

Identify resources for 2014 – 2016 to support the next steps described in this report.

The Human Services Department will work to identify resources to continue the backbone support for the Upstream Investments Policy and to add the necessary support for the next steps recommended by the Upstream Investments Policy Committee as described in this report. Recommendations will be submitted by the Human Services Department as part of the County's 2014-2015 budget process.

Appendix A

Local Community Engagement in Upstream Investments

To date, 197 local entities have actively engaged in the Upstream Investments Policy. This engagement is fully described in the tables on pages 23 - 34 and summarized in the table below. While this information is comprehensive, it does not provide the full story. Many organizations champion Upstream Investments in ways that are not reflected here such as promoting Upstream Investments in their sphere of influence, introducing Upstream staff to their colleagues, and donating meeting space. Thirty-one entities have significantly promoted the implementation of the Upstream Investments Policy by participating in four or more of the seven categories of engagement described below. Twenty-five of these entities were early adopters and have been given a Gold Resolution to recognize their outstanding participation. All 30 entities are shaded blue in the tables on pages 23 - 34.

Summary of Community Engagement in Upstream Investments by Category

Category	#	Number of Entities in the Category that Engaged in Each Activity						
		Serve(d) on Upstream Committee(s)	Hosted Upstream Presentation(s)	Submitted Resolution of Alignment	Attended Portfolio Workshop(s)	Received One-on-One Technical Assistance ¹	Implement Program(s) on the Portfolio	Fund Program(s) on the Portfolio
Business	13	6	1	1	4	1	1	5
Cities and Sponsored Entities	5	2	2	0	0	1	0	4
Civic Groups	7	0	6	0	0	0	0	2
Community Based Organizations	97	13	10	47	70	35	49	4
County of Sonoma	25	17	14	9	6	3	7	9
Education	19	4	4	4	6	1	14	4
Healthcare	14	1	1	3	4	0	9	3
Philanthropy	17	3	3	1	4	1	2	13
TOTAL	197	46	41	65	94	42	82	44

¹One-on-one technical assistance is only reported for organizations receiving one hour or more of face-to-face support.

Business

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Bischoff Performance Improvement Consulting	Yes			1			
2. Empire College		1					
3. ESC Appraisals				1			
4. First Community Bank							1
5. Maria Pappas Business Consulting				1			
6. North Coast Builders Exchange	Yes						
7. Press Democrat	Yes						
8. Redwood Credit Union	Yes						
9. Santa Rosa Chamber of Commerce	Yes		Yes	1	Yes	1	1
10. Sonoma Bank							1
11. Starbird Creative	Yes						
12. TWiT TV							1
13. Xandex Corporation							1

Cities and Sponsored Entities

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. City of Petaluma							1
2. City of Santa Rosa	Yes	1			Yes		6
3. Mayors Gang Prevention Task Force	Yes	3					
4. Santa Rosa Recreation and Parks							1
5. Town of Windsor							1

Civic Groups

Organization	Serve(d) on Upstream Committee	Number of Upstream Presentation(s) Hosted	Submitted Resolution of Alignment	Attended Portfolio Workshop(s)	Received One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Petaluma Chamber of Commerce		3					
2. Petaluma Kiwanis Club							1
3. Petaluma Rotary		1					1
4. Rohnert Park-Cotati Rotary		1					
5. Russian River Rotary		1					
6. Santa Rosa Sunrise Rotary		1					
7. Windsor Lions Club		1					

Community Based Organizations (CBOs)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. 10,000 Degrees					Yes	1	1
2. Action Network				2		1	
3. Alternative Family Services			Yes			1	
4. ARTescape				1			
5. Becoming Independent				2			
6. Big Brother Big Sisters	Yes					1	
7. Boys & Girls Clubs of Central Sonoma County			Yes			5	
8. Boys & Girls Clubs of Marin and Southern Sonoma Counties		1	Yes			3	

Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
9. Boys and Girls Club of Sonoma Valley						3	
10. Buckelew Programs	Yes			1			
11. California Human Development			Yes	1			
12. California Parenting Institute	Yes	1	Yes	2		1	
13. California Youth Outreach			Yes			1	
14. CalSERVES AmeriCorps				1			
15. Catholic Charities of the Diocese of Santa Rosa			Yes	1			
16. Center for Creative Arts				1			
17. Center for Social and Environmental Stewardship			Yes	1	Yes	7	
18. Ceres Community Project			Yes		Yes		
19. Children and Family Circle			Yes		Yes	1	
20. CHOPS Teen Club			Yes	1	Yes		
21. Cloverdale Community Outreach Committee			Yes	2			
22. Committee on the Shelterless			Yes	3	Yes	1	
23. Community Action Partnership of Sonoma County	Yes	1	Yes	6	Yes	7	
24. Community and Family Services Agency				1		5	
25. Community Child Care Council of Sonoma County		1	Yes	6	Yes	3	
26. Community Matters						1	1
27. Community Support Network			Yes	1		1	
28. Conservation Corps North Bay			Yes		Yes	1	
29. Council on Aging				1			

Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
30. Double Punches Boxing Club					Yes		
31. Dove Tail Learning				1			
32. Drug Abuse Alternatives Center	Yes	1	Yes	1		3	
33. Early Learning Institute			Yes	1		1	
34. Extended Child Care Coalition			Yes	1	Yes	1	
35. Forget Me Not Farm			Yes	1	Yes	1	
36. Gateway to Quality GIV				1			
37. Goodwill Industries of the Redwood Empire			Yes		Yes	1	
38. Goranson and Associates				1			
39. Hanna Boys Center				1			
40. Hospice by the Bay				3			
41. Inter-Faith Shelter Network				1			
42. Jewish Community Center		1		1			
43. Jewish Family and Children’s Services			Yes		Yes	1	
44. Kid Scoop News			Yes	2	Yes		
45. La Luz Center		2		3	Yes		
46. Latino Service Providers				1		1	
47. Legal Aid of Sonoma County				3			
48. Life Works of Sonoma County				2	Yes		
49. Listening for Change				1	Yes		
50. Lomi Psychotherapy				1			
51. Martial Arts Youth Institute			Yes	1	Yes	1	
52. Mendocino Family and Youth Services				1			
53. Mentor Me Petaluma				1	Yes	1	

Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
54. NAMI Sonoma County			Yes	1	Yes	1	
55. North Bay Children’s Center			Yes				
56. New Ways to Work						1	
57. North Bay Regional Center							1
58. Northern California Center for Wellbeing						2	
59. On the Move/ V.O.I.C.E.S.	Yes		Yes	1	Yes	1	
60. Partnership for Children			Yes				
61. Pepperwood Preserve					Yes		
62. Petaluma People Services Center	Yes		Yes	2	Yes	10	
63. Professional Association for Childhood Education (no longer operating in Sonoma County)	Yes		Yes		Yes	1	
64. Recourse Mediation Services		1	Yes	2		1	
65. Redwood Empire Food Bank				3	Yes		
66. Restorative Resources			Yes	1		1	
67. River to Coast Children’s Services	Yes		Yes	1	Yes	2	
68. Russian River Counselors			Yes		Yes		
69. Salvation Army				1	Yes	2	1
70. Self Esteem Living Foundation				1			
71. Seneca Center			Yes		Yes	1	
72. Social Advocates for Youth	Yes		Yes	2	Yes	5	
73. Sonoma Community Center				2			
74. Sonoma County Adult and Youth Development (merged with California Parenting Institute)			Yes	3		4	

Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
75. Sonoma County Indian Health Project						1	
76. Sonoma County Legal Services Foundation				1			
77. Sonoma Ecology Center				2			
78. Sonoma League for Historic Preservation				1			
79. Sonoma Overnight Support				1			
80. Sonoma Valley Mentoring Alliance			Yes	3			
81. Sonoma Valley Teen Services				1	Yes		
82. Summer Search North Bay	Yes			1		1	
83. Sunny Hills Services			Yes	1		1	
84. Suzie Gruber						1	
85. The Living Room Center			Yes	1			
86. ThumbsUp Kids				1			
87. TLC Child and Family Services			Yes		Yes	1	
88. Transition Sonoma Valley				1			
89. Valley of the Moon National Historical Association				1			
90. Verity			Yes	1		1	
91. Vintage House Senior Center				2			
92. Volunteer Center of Sonoma County	Yes	1	Yes	1	Yes	1	
93. Wells Fargo Center for the Arts		2		2			

Community Based Organizations (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
94. West County Community Services			Yes				
95. Women’s Initiative for Self Employment				1			
96. Women’s Recovery Services			Yes	1		1	
97. Young Women’s Christian Association			Yes	1	Yes	1	

County of Sonoma and Sponsored Entities

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Agriculture and Open Space District							1
2. County Administrator’s Office	Yes	1					
3. Community Development Commission	Yes	2		1	Yes		
4. Continuum of Care Steering Committee	Yes	1					
5. County Counsel	Yes						
6. Department of Child Support Services	Yes		Yes	2	Yes		
7. Department of Health Services	Yes	4		4	Yes	3	5
8. First 5 Sonoma County	Yes	2	Yes				9

County of Sonoma and Sponsored Entities (continued)

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio - as Implementer	Number of Programs on the Portfolio - as Funder
9. Maternal, Child and Adolescent Health Advisory Board		1	Yes				
10. Perinatal Alcohol and Other Drug Action Team		1	Yes				
11. Economic Development Board	Yes		Yes				
12. Fish and Wildlife Commission							1
13. General Services	Yes						
14. Human Services Department	Yes	1	Yes	1		4	8
15. Area Agency on Aging						1	
16. Workforce Investment Board	Yes	2	Yes			1	1
17. Information Services Department	Yes						
18. Office of District Attorney	Yes	1				1	1
19. Family Justice Center			Yes	1			
20. Probation Department	Yes	1		1		2	8
21. Juvenile Justice and Delinquency Prevention Commission			Yes				
22. Public Defender	Yes						
23. Regional Parks	Yes	1					
24. Sheriff's Office	Yes	1					
25. Water Agency		1				1	1

Education

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Cloverdale Unified School District						1	
2. Cotati-Rohnert Park Unified School District						2	
3. Healdsburg Unified School District						2	
4. Petaluma City and Petaluma Joint Union High School District		1	Yes	1		1	
5. Petaluma Adult School						1	
6. Petaluma City Schools				1		1	1
7. Roseland School District						1	1
8. Roseland Charter School						1	1
9. Santa Rosa City Schools						1	
10. Santa Rosa Junior College				1			
11. Sonoma Charter School				1			
12. Sonoma County Board of Education	Yes	1	Yes				
13. Sonoma County Office of Education	Yes	3	Yes	4		4	1
14. Child Care Planning Council	Yes	1	Yes		Yes	2	
15. Special Education Local Plan Area				1			
16. Sonoma State University	Yes						
17. Sonoma Valley Unified School District						1	
18. West Sonoma County Union High School District						1	
19. Windsor Unified School district						1	

Healthcare

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Community Health Centers				1			
2. Kaiser Permanente						1	2
3. Petaluma Health Care District	Yes	1					
4. Petaluma Health Center						1	
5. Redwood Community Health Coalition			Yes				
6. Santa Rosa Memorial Hospital							1
7. Sonoma Valley Community Health Center			Yes	1			
8. Santa Rosa Community Health Centers.			Yes	1		2	
9. Roseland Children’s Health Center						1	
10. Southwest Community Health Center						1	
11. Vista Family Health Center						1	
12. St. Joseph Health System				2		2	1
13. Vista Community Clinic						1	
14. West County Health Centers						1	

Philanthropy

Organization	Serve(d) on Upstream Committee	Hosted Upstream Presentation	Resolution of Alignment	Number of Portfolio Workshops Attended	One-on-One Technical Assistance	Number of Programs on the Portfolio – as Implementer	Number of Programs on the Portfolio – as Funder
1. Bank of America Foundation							1
2. Catholic Charities	Yes					1	
3. Community Foundation Sonoma County	Yes	1		1	Yes		2
4. Exchange Bank Foundation							1
5. Harrison Mecham Relief Fund							1
6. Healdsburg Education Foundation				1			
7. Impact 100 Sonoma		1					
8. John Jordan Foundation							1
9. Levi's GranFondo Cycling							1
10. McCormick Family Foundation							1
11. Mildred Yount Manion Foundation							1
12. Petaluma Community Foundation							2
13. Sisters of St. Joseph Healthcare Foundation							2
14. Sonoma County Health Alliance							1
15. Sonoma Valley Education Foundation				1			
16. Speedway Children's Charities							5
17. United Way of the Wine Country	Yes	2	Yes	1		1	4

Glossary

Aligned Initiatives: The Sonoma County community is dedicated to ensuring the highest possible quality of life for all residents. To this end, there are a variety of community-wide initiatives and collaborations that promote values and indicators of success with which the Upstream Investments Policy is closely aligned. There is a shared value for alignment, collaboration, and collective impact between the initiatives and to this end the *backbone support* for these initiatives actively work together to reduce redundancies, articulate messaging, and share resources. Specific aligned initiatives are described in Appendix C.

Brown Act: An act of the California State Legislature passed in 1953 that guarantees the public's right to attend and participate in meetings of local legislative bodies.

Clearinghouse: A variety of evidence-based clearinghouses evaluate whether or not programs meet the criteria for being an *evidence-based practice*. Generally, these clearinghouses use similar criteria: rigorous evaluation using experimental design, publication in a peer-reviewed journal, sustained effect, replication and replicability. Often, these rigorous evaluations are completed by universities, government agencies, and privately funded research institutes. It is less common for a locality to have the necessary resources to complete this level of evaluation. In order to verify that Sonoma County programs meet the criteria for being evidence-based, the program must be included in one or more evidence-based clearinghouses. Refer to the "Upstream Clearinghouse Crosswalk" on <http://www.SonomaUpstream.org> for a list of clearinghouses and the rating on each that meets the criteria for Tier 1.

Clients: Throughout the community, County Departments and community partners provide services to community members. In these documents, the term "client" is broadly defined to include residents, participants, students, consumers, target populations, and communities served. Again, it is the intent of the Upstream Investments Policy Committee to be inclusive of a wide variety of "clients."

Collective Impact: A commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem. Collective impact is distinctly different from collaboration, partnerships, and networks in that it includes a centralized infrastructure, a dedicated staff, and a structured process that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants. (John Kania and Mark Kramer, Winter, 2011, *Collective Impact*, Stanford Social Innovation Review, http://www.ssireview.org/site/printer/collective_impact/).

Downstream: In the context of the Upstream Investments Policy, “downstream” refers to those services and interventions which are reactive or remedial and are needed after an individual or family has experienced an overwhelming accumulation of risk factors such as poverty, racial disparities, family dysfunction, and negative peer influences. Examples of services traditionally considered to be downstream include criminal justice, public assistance, child welfare, substance abuse treatment, and mental health treatment. However, these services can also be delivered in an upstream manner with a focus on preventing future risk factors and improving future quality of life.

Evidence-Based: A growing body of research in the social and behavioral sciences has demonstrated that certain approaches and strategies can positively impact important social problems. Those programs that have been found to be effective based on the results of rigorous evaluation and peer review are often called “evidence-based.” An important element of evidence-based practices is that they have been evaluated rigorously in experimental or quasi-experimental studies. Not only are the results of these evaluations important, but it is also essential that the evaluations themselves have been subjected to critical peer review. (Cooney, S.M., Huser, M., Small, S., and O’Connor, C. ,October, 2007. *Evidence-based Programs: An Overview*, What Works Wisconsin-Research to Practice Series, University of Wisconsin-Madison and University of Wisconsin-Extension.)

Evidence-Informed: Refer to “Outcomes-Based” on page 31.

Fidelity: Fidelity is the extent to which a program is implemented in a way that adheres to the protocol or model of the originally developed and evaluated program which has been determined to be *evidence-based*. Programs that are implemented with fidelity can demonstrate that they match the original program in the following dimensions:

Adherence – The extent to which the model’s critical elements (core activities and methods necessary to achieve the outcomes desired) are implemented.

Dose/exposure - The amount of program content received by participants.

Quality of program delivery – The manner in which providers implement the program relative to specifications in the original design.

Participant responsiveness – The extent to which participants are engaged by and involved in the activities and content of the program.

Although discouraged, programs may sometimes make *adaptations* to the model program. Adaptations are made for various reasons, including to reduce cost, improve cultural sensitivity, and improve the fit with the organization’s other programs. If the adaptations are too extensive, then the program is no longer be considered to have *fidelity* to the original program because it

has become essentially a different program. Achieving the same outcomes as the original program is unlikely. Examples of acceptable and risky or unacceptable adaptations are as follows.

Acceptable Adaptations

1. Changing language – Translating and/or modifying vocabulary
2. Replacing images to show youth and families that look like the target audience
3. Replacing cultural references
4. Modifying some aspects of activities such as physical contact
5. Adding relevant, evidence-based content to make the program more appealing to participants

Risky or Unacceptable Adaptations

1. Reducing the number or length of sessions or how long participants are involved
2. Lowering the level of participant engagement
3. Eliminating key messages or skills learned
4. Removing topics
5. Changing the theoretical approach
6. Using staff or volunteers who are not adequately trained or qualified
7. Using fewer staff members than recommended

HealthySonoma.org: A one-stop source of non-biased data and information about community health in Sonoma County, and healthy communities in general. It is intended to help planners, policy makers, and community members learn about issues, identify improvements, and collaborate for positive change.

Interactive Cost Benefit Tool: A web-based tool that will allow local policymakers, service providers, and funders to estimate the savings from individual upstream investments to County funded criminal justice, public assistance, child welfare, and alcohol and other drug services.

Outcomes-Based: Not all good practices have had the opportunity to receive the level of evaluation required to be considered “evidence-based.” The Portfolio of Model Upstream Programs recognizes promising and emerging practices that are based on the findings of research studies, have sound logic, have been or will be evaluated, and have been standardized. This is also referred to as evidence-informed. These criteria are more fully described at <http://www.SonomaUpstream.org>.

Policy Framework: A set of principles and long-term goals that form the basis of making rules and guidelines, and give overall direction to planning and development (<http://www.businessdictionary.com>). The Upstream Logic Model represents the policy framework intended to shift resources to prevention-focused and outcomes-based policies and

interventions that are targeted to a specific set of factors and that improve specific indicators of success.

Portfolio of Model Upstream Programs: The Portfolio of Model Upstream Programs (the Portfolio) is a three-tiered clearinghouse of local evidence-based, promising, and emerging practices. The criteria for each tier represent a broad industry and local consensus about the requirements for the three levels of evidence-informed practice. Applying to the Portfolio provides a structured and concrete method for service providers to expand their capacity to deliver evidence-informed services. The Portfolio also provides local funders with an objective, third party assessment of a program’s rigor related to implementation and outcomes. Refer to <http://www.SonomaUpstream.org> for more information.

Programs: Throughout the community, there are many categories of activities that may reflect upstream principles. In this report, the term “programs” is broadly defined to include a variety of activities that may be also be called strategies, practices, approaches or interventions. It is the intent of the Upstream Investments Policy Committee to be inclusive of a wide variety of “programs.”

Resolution of Alignment: Many public and private organizations through the community share the County’s commitment to upstream principles and are funding and implementing outcomes-based upstream programs. The Board of Supervisors invites organizations to submit Resolutions of Alignment which describe their aligned practices and are approved by their governing bodies. These Resolutions will help develop a better understanding of the breadth and scope of existing upstream investments and will suggest gaps and opportunities for expansion. A sample Resolution template and all Resolutions received to date are available on <http://www.SonomaUpstream.org>.

Upstream: In the context of the Upstream Investments Policy, “upstream” refers to prevention-focused policies and interventions that increase equality and reduce monetary and societal costs. Upstream interventions are provided before individual and families are overwhelmed by the accumulation of risk factors such as poverty, racial disparities, family dysfunction, and negative peer influences. Upstream interventions are any interventions that are provided earlier than current downstream services.

Upstream Logic Model: A one page illustration of the Upstream Investments Policy vision, mission, goals, activities, indicators of success, and impact.

Upstream Principles: This phrase refers to the strategies of investing early, investing wisely, and investing together.

Aligned Initiatives

Collective impact provides the greatest promise for making significant improvements related to the Upstream Investments Policy and other aligned community-wide initiatives. The implementation activities managed by the Upstream Investments Policy Committee represent purposeful collaboration between Upstream Investments and other community-wide initiatives. Twelve are described here.

Aiming High Consortium: This Sonoma County initiative is designed to close the achievement gap for English learners. Twenty-one school districts and 23 partner agencies participate. The Sonoma County Office of Education and the Sonoma County Association of School Administrators provide joint leadership. (<http://www.scoe.org/pub/htdocs/aiming-high.html>)

Continuum of Care: The Sonoma County Continuum of Care is comprised of a broad coalition of nonprofits, public agencies, business organizations, and private individuals working together to combat homelessness and is supported by the Sonoma County Community Development Commission. (<http://www.sonoma-county.org/ckc/cdhomeless.htm>)

Cradle to Career: Cradle to Career Sonoma County is a historic partnership that connects all segments of the educational continuum – early childhood, K-12, college/technical training, careers – with broad community support to improve the educational, economic, and health outcomes for all Sonoma County youth. It engages community partners to coordinate and align the education efforts and resources in Sonoma County to ensure that all of our youth are prepared to succeed. (<http://www.sonomahealthaction.org/cradle-to-career>)

First 5 Sonoma County: First 5 Sonoma County invests in Sonoma County's youngest children by funding programs and services that promote, support, and improve the early development of children from the prenatal stage through age five. First 5 is funded by Proposition 10, a statewide ballot initiative passed in 1998 that added fifty cents per pack to cigarettes and other tobacco products. (<http://www.first5sonomacounty.org>)

Health Action: Convened by the Sonoma County Department of Health Services as a catalyst to improve the health of the community, Health Action seeks to engage a broad spectrum of stakeholders in dialogue about community health issues, enrich collective understanding of local health issues and solutions, create a shared vision for community health improvement, and offer leadership to develop and implement initiatives and policies to create a healthy community. (<http://www.sonomahealthaction.org>)

Mayor’s Gang Prevention Task Force: The Santa Rosa Mayor’s Gang Prevention Task Force is a collaborative effort involving private citizens, city, county, and state government, local community-based organizations, schools, parents, faith community, and local law enforcement. The focus of this work is to intervene in the lives of youth to provide positive socialization opportunities as an alternative to criminal involvement and to deter them from other maladaptive behaviors. (<http://ci.santa-rosa.ca.us>)

Mental Health Services Act: Mental Health Services Act expands mental health services to persons who have serious mental illness or who are seriously emotionally disturbed and whose service needs are not being met through other funding sources. (www.ochealthinfo.com/mhsa)

Partnership for Children: Partnership for Children was formed to effect positive social and policy change, to provide a united voice for children and youth in Sonoma County, and to bring partners together to coordinate their efforts. Partnership for Children places the needs and concerns of children, youth and families at the forefront. Partnership for Children mobilizes Sonoma County resources to raise awareness of what families, the community, and community leaders can do to prioritize and protect children and youth, and to address their needs. (www.sonomapartnershipforchildren.com)

Perinatal Alcohol & Other Drug Action Team: This group has been working since 2003 to reduce perinatal exposure to tobacco, alcohol, and other drugs and is supported by the Department of Health Services. Membership includes physicians, nurses, social workers, alcohol and other drug treatment specialists, child welfare representatives, and other community members who are dedicated to helping babies achieve the healthiest start in life.

Prevent Child Abuse Sonoma: Prevent Child Abuse Sonoma’s mission is to establish an effective, cooperative and coordinated response to end child abuse. They are aligned with both the federal and state efforts which are headed by Prevent Child Abuse America and Prevent Child Abuse California. (www.preventchildabuse-sonomacounty.org/)

Sonoma County BEST (Building Economic Success Together): A collaborative partnership between the private and public sectors to create jobs and economic vitality over the next five years. (www.sonomacountybest.org)

Sonoma County Strategic Plan: The Sonoma County Strategic Plan is a long-term, high-level “road map” with goals that address major challenges not addressed elsewhere. It is a policy document with key “themes” that apply broadly and influence County culture. This determines how to intervene in certain trends to decrease threats to the programs and services that the

County provides, and where possible, create new opportunities for the County and the community. (www.sonoma-county.org/strategic/)

Upstream Presentations to Date

The Human Services Department and other champions make local one-on-one and group presentations about the Upstream Investments Policy to educate, invite input, and develop support. They also make presentations to regional, state, and national audiences to advocate for an upstream approach by partners and funders at all levels. These presentations, informational in intent, are different from technical assistance provided to local organizations in the form of workshops or one-on-one assistance.

Local Presentations

Local Conferences and Gatherings

1. Juvenile Justice Symposium (7/13/09)
2. Community Action Partnership 7th Annual Community Dialogue Conference (4/21/11)
3. Blue Ribbon Child Abuse Prevention Luncheon (4/27/11)
4. 19th Annual Latino Health Forum (10/13/11)
5. 2012 State of the County Annual Report to the Community (1/13/12)
6. Community Child Care Council of Sonoma County 40th Anniversary Town Hall press Conference (4/23/12)
7. North Bay School Trustee Fall Symposium (10/20/12)

Board of Supervisors Forums

8. District 5 Upstream Forum (3/23/11)
9. District 1 Upstream Forum (4/4/11)
10. District 3 Upstream Forum (4/13/11)
11. District 5 Upstream Forum (4/22/11)
12. District 2 Upstream Forum (4/27/11)
13. District 4 Upstream Forum (5/4/11)

Local Civic Groups

14. Petaluma Chamber of Commerce, Government Affairs Committee (8/19/11)
15. Petaluma Chamber of Commerce Wake-Up Meeting (8/23/11)
16. Russian River Rotary (8/23/11)
17. Petaluma Health Care District (9/1/11)
18. Petaluma Rotary (9/1/11)
19. Rohnert Park-Cotati Rotary (9/6/11)
20. Windsor Lions Club (12/1/11)
21. Santa Rosa Sunrise Rotary (6/14/12)

22. Petaluma Chamber of Commerce Leadership Class, Health and Human Services Day (6/20/12)

Local Multi-Organization Groups

23. Sonoma County Law Enforcement Chiefs Association (2/5/09)
24. Sonoma County Office of Education, Leadership 40 (3/3/09)
25. Mayor's Gang Prevention Task Force Policy Team (12/8/10)
26. MHSA Prevention and Early Intervention Core Leadership Group (2/14/11)
27. Sonoma County Office of Education (3/2/11)
28. Perinatal Alcohol and Other Drug Action Team (4/6/11)
29. Sonoma County Board of Education (5/5/11)
30. Child Care Planning Council (6/3/11)
31. Workforce Investment Board (6/8/11)
32. Community Development Committee (6/14/11)
33. Workforce Investment Board, Youth Council (7/21/11)
34. Sonoma County Workforce Strategy Workgroup (7/30/11)
35. Sonoma County Office of Education, Leadership 40 (9/2/11)
36. South County Mental Health Collaborative (9/15/11)
37. Sonoma County Maternal, Child and Adolescent Health Advisory Board (11/3/11)
38. Mental Health Super Users Meeting (5/18/12)
39. Mayor's Gang Prevention Taskforce Operational Team 5/23/12)
40. Community Development Committee (6/12/12)
41. Mayor's Gang Prevention Taskforce Members (12/4/12)
42. Continuum of Care Steering Committee (9/25/12)

Local Community Based Organizations

43. Boys and Girls Clubs of Marin and Southern Sonoma Counties (2/23/11)
44. California Parenting Institute (3/1/11)
45. Drug Abuse Alternatives Center (3/24/11)
46. Volunteer Center of Sonoma County (3/19/12)
47. Community Child Care Council of Sonoma County (4/3/12)
48. Jewish Community Center (8/22/12)
49. Wells Fargo Center for the Arts Leadership (5/23/12)
50. Wells Fargo Center for the Arts Executive Team (8/9/12)
51. La Luz Center (10/16/12)
52. Recourse Mediation (2/26/13)
53. La Luz Center (11/14/13)

Local Philanthropy

54. Community Foundation Sonoma County (11/29/10)
55. United Way of the Wine Country (2/14/11)

56. United Way of the Wine Country (4/29/11)

County Departments and Other Sponsored Entities

57. County Administrator's Office (11/29/10)

58. Sonoma County Water Agency (12/6/10)

59. Sonoma County Regional Parks (12/16/10)

60. Sonoma County Office of District Attorney (2/2/11)

61. Sonoma County Sheriff's Office (2/10/11)

62. First 5 Sonoma County Commission (2/28/11)

63. Sonoma County Probation Department (3/5/12)

64. Department of Health Services (8/9/12)

65. First 5 Sonoma County Commission (8/13/12)

66. Department of Health Services (8/24/12)

67. Department of Health Services (9/5/12)

68. First 5 Sonoma County Professional Community Advisory Community (12/10/13)

Other Local Presentations

69. Sonoma State University, Hutchins Institute for Public Policy and Community Action
(3/28/11)

70. Press Democrat Editorial Board (4/18/11)

71. Upstream Town Hall (3/13/13)

72. Upstream Town Hall (6/7/13)

73. Upstream Town Hall (6/28/13)

74. Upstream Town Hall (8/9/13)

75. Empire College (9/20/13)

Regional Presentations

1. Greater Bay Area Coalition of Child Abuse Prevention Councils (10/26/11)

2. Contra Costa, EASTBAY Works (12/12/11)

3. Bay Area Social Services Consortium, Planning Evaluation and Research Group (4/20/12)

4. Marin County Prevention Hub (9/28/12)

5. Bay Area Social Services Consortium (9/26/13)

State Presentations

1. California Department of Social Services, California Office of Child Abuse Prevention
(3/3/11)

2. County Welfare Directors Association Poverty Symposium (10/5/11)

3. California Community Prevention Initiative Regional Forums (6/21/12)

4. Directors of Public Health Nursing Conference (3/6/13)

National Presentations

1. United States Department of Justice, Office of Community Oriented Policing Services (2/16/11)
2. US Department of Health and Human Services, Administration for Children and Families (3/4/11)
3. David Bornstein, New York Times Columnist (3/17/11)
4. National Association of Counties 2011 Annual Conference and Exposition (7/17/11)
5. American Public Human Services Association Policy Forum (6/3/12)
6. National Association of Housing and Redevelopment Officials (7/30/12)
7. Community Action Partnership National Conference, (8/27/13)
8. National Human Services Data Consortium 2013 Fall Conference (10/10/13)

Upstream Mission

To facilitate the implementation of prevention-focused policies and interventions that increase equality and reduce monetary and societal costs for all residents of Sonoma County.

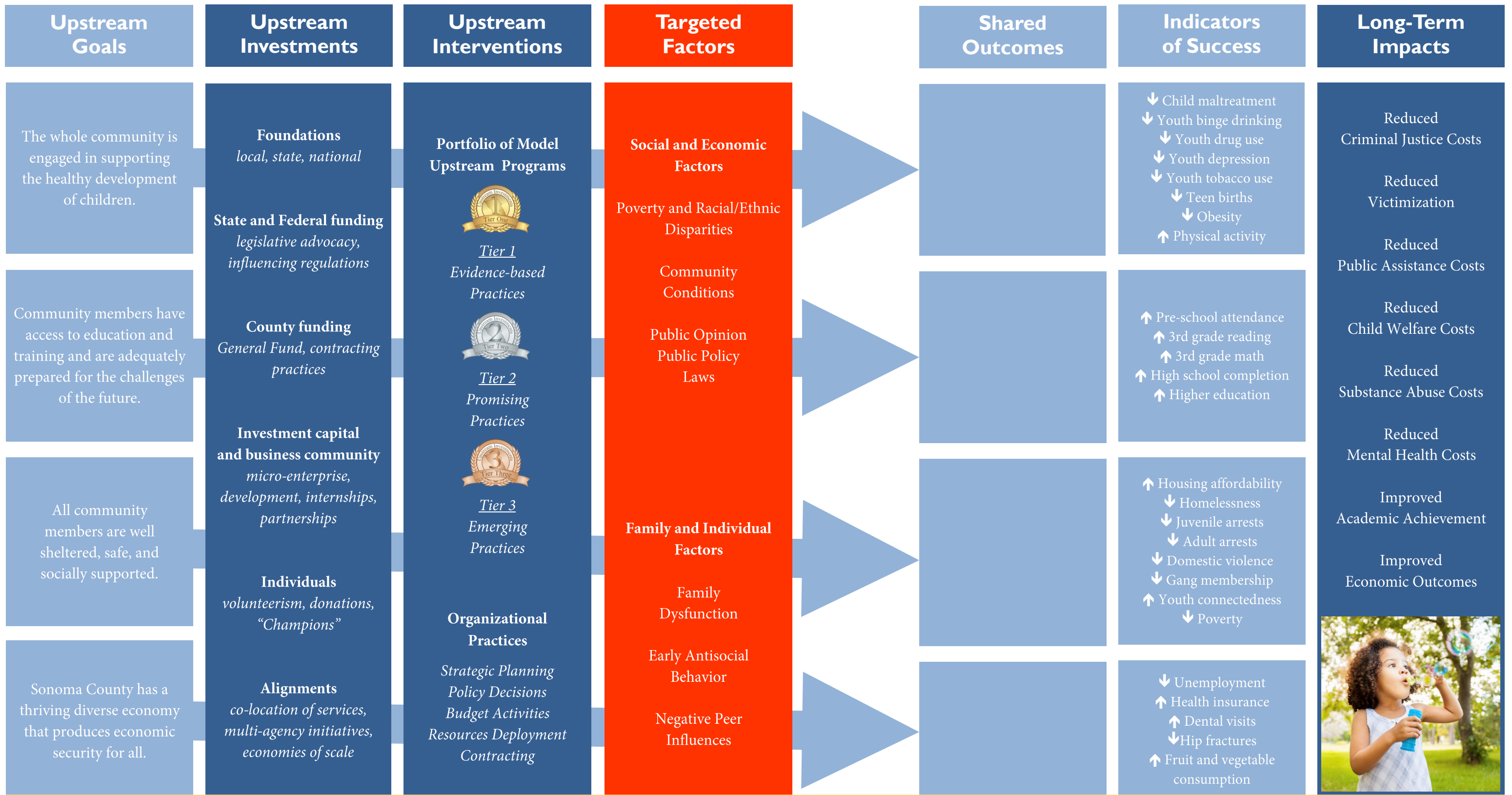


UPSTREAM INVESTMENTS

It is easier to build strong children than to fix broken lives.

Downstream Vision

Poverty is eliminated and all people have an equal opportunity for quality education and good health in nurturing home and community environments.



Outreach Campaign (Education, Engagement, Support)

A young girl with curly hair is blowing bubbles in a park. She is holding a blue bubble wand in her right hand and a white bubble wand in her left hand. Bubbles are floating around her. The background is a lush green park with trees and a grassy area.

Progress & Next Steps

A Report to
the Board of
Supervisors

January 14, 2014



UPSTREAM 
INVESTMENTS
It is easier to build strong children than to fix broken lives.

Policy Principles

"It's easier to build strong children than to fix broken lives."

Upstream Mission

Upstream Goals

Community engaged in supporting healthy child development.

Community access to education and training to prepare for the future.

Well sheltered, safe, and socially supported community.

Thriving diverse economy that produces economic security for all.

Upstream Investments



Foundations

State/Federal Funding

Investment Capital

Individuals

Alignments

Upstream Interventions



Portfolio

Organizational Practices

Targeted Factors

Poverty

Racial Disparities

Community Conditions

Public Policy

Family Dysfunction

Early Antisocial Behavior

Negative Peer Influences

Downstream Vision

Measurable Impacts



Increase in...

Pre-school attendance

3rd grade reading

3rd grade math

High school completion

Higher education access and completion

Housing affordability

Youth connectedness

Health insurance coverage

Fruit and vegetable consumption

Physical activity

Dental visits

Decrease in...

Child maltreatment

Youth binge drinking

Youth alcohol/drug use

Youth depression

Youth tobacco use

Teen births

Childhood obesity

Homelessness

Juvenile arrests

Adult arrests

Domestic violence

Gang membership

Poverty

Hip fractures

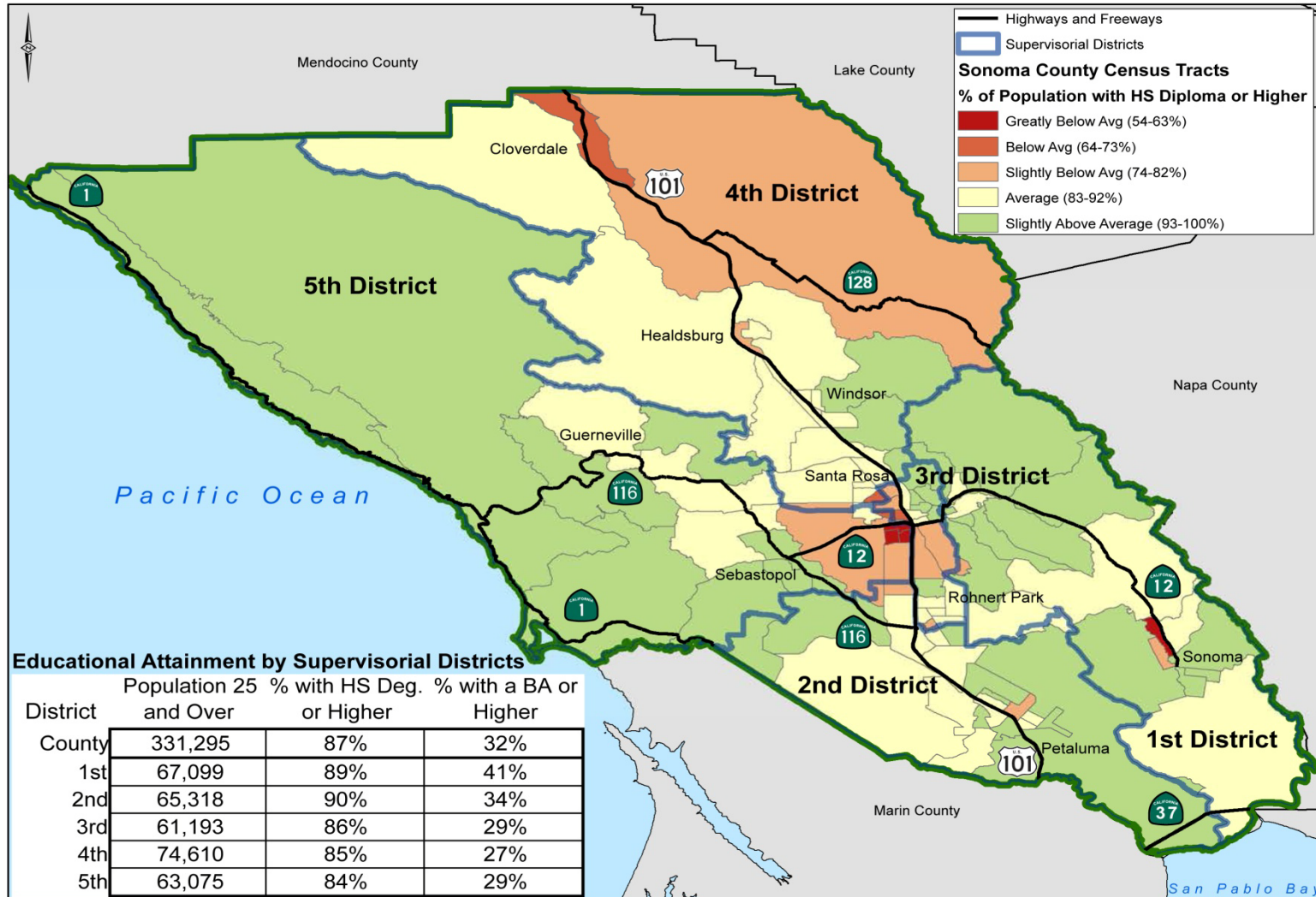
Unemployment

Outreach Campaign

Why Upstream?

Sonoma County Population 25 and Over with a High School Diploma or Higher

Sonoma County 2008-2012 Population 25 and Over with a High School Diploma or Higher



Created by George Malachowski, HSD, 707.565.5815, 12/18/13. Data from from 2008-2012 Census ACS 5-year estimates.

13 Census Tracts do not conform to a single Supervisor Districts and were designated to a district even though it was not fully within its boundaries.

Invest Early

Pages
6 - 9



Invest Early

242
Outreach
Activities

Activities

65
unique
funders



Funders Promoting Upstream Principles

- Use upstream language in RFP's and contracts
- Offer technical assistance
- Provide bonus points for evidence-based programs
- Require a Resolution of Alignment
- Offer evidence-based training
- Host workshops

Community Foundation Sonoma County

Department of Health Services

John Jordan Foundation

Probation Department

City of Santa Rosa

First 5 Sonoma County

Human Services Department

United Way of the Wine Country

Sonoma County Office of Education

Community Development Commission

Next Steps: Invest Early



Engage Business,
Elected Officials,
Education, Healthcare



Engage transitional-age
youth in the Policy
Committee



Standardize the use
of upstream
principles in funding



Identify existing
investments in
Upstream
Interventions



Invest Wisely

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Invest Wisely

22

Portfolio
Review
Committee
Members

65

Unique
Programs on
Portfolio

82

Organizations
Implementing
a Portfolio
Program

44

Local
Organizations
Funding a
Portfolio
Program

15

Portfolio
Workshops

99

Organizations
Attended a
Workshop

42

Organizations
Received
One-on-One
TA

Activities

Portfolio of Model Upstream Programs

A Local Clearinghouse



21

**Evidence-Based
Practices**



26

**Promising
Practices**



18

**Emerging
Practices**

82 Organizations Implementing Portfolio Programs

**St. Joseph's
Partnership**

Petaluma People Services Center

Girls Circle
Tier 2

Families in
Action
Tier 1

Motivational
Interviewing
Tier 1

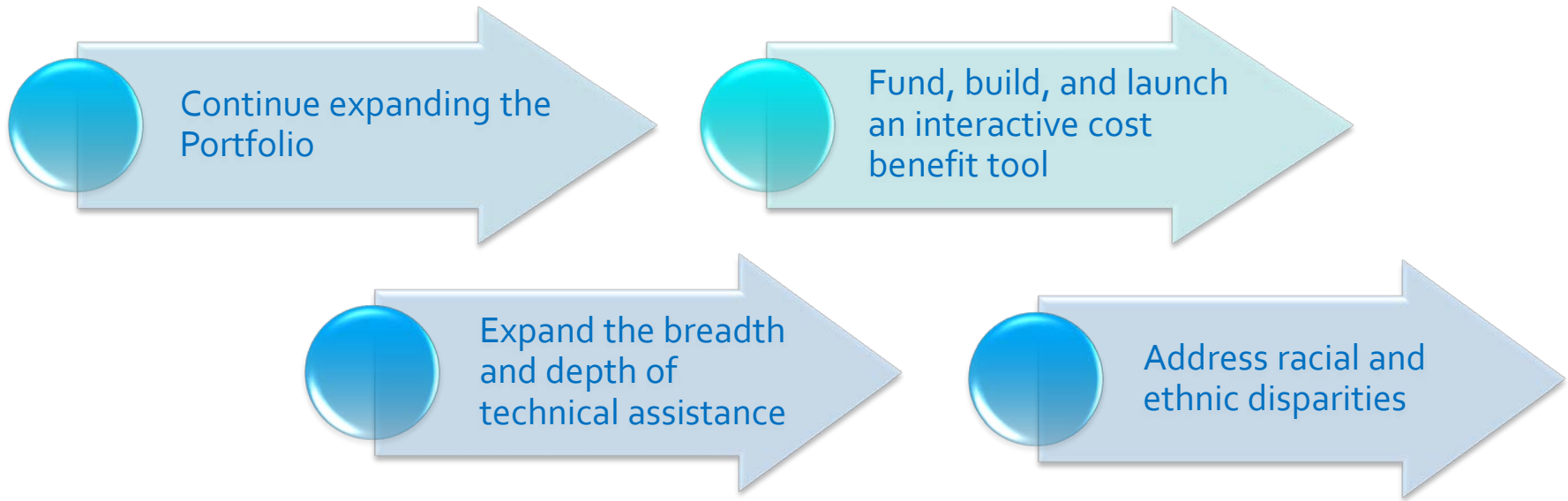
Coping Cat
Tier 1

Cognitive
Behavioral
Therapy
Tier 1

Partners for
Change
Outcomes
Management
System
Tier 2

Cooperative
Parenting
and Divorce
Tier 2

Next Steps: Invest Wisely



Invest Together

Pages
15 - 21



Invest Together

197
Engaged
Local Entities

Activities

Health Action
and Upstream
accepted co-
ownership of
Shared
Measurement

16
Letters of
Intent

Indicators of
Success 2012
Update

Champions

Italicized organizations were early adopters of upstream principles



California Parenting Institute
Center for Social and Environmental Stewardship
Child Care Planning Council
City of Santa Rosa
Community Action Partnership
Community Child Care Council
Community Foundation
Child Support Services
Drug Abuse Alternatives Center
First 5 Sonoma County
Forget Me Not Farms
Martial Arts Youth Institute
National Alliance on Mental Illness
Petaluma City and High School Districts

Petaluma People Services Center
PACEAPP
Recourse Mediation Services
River to Coast Children's Services
Santa Rosa Chamber of Commerce
Social Advocates for Youth
Sonoma County Department of Health Services
Sonoma County Human Services Department
Sonoma County Office of the District Attorney
Sonoma County Office of Education
Sonoma County Probation Department
United Way of the Wine Country
V.O.I.C.E.S.
Volunteer Center
Workforce Investment Board
YWCA

HEALTH ACTION

A 2020 VISION FOR SONOMA COUNTY

- Focus on 10 broad goal areas to address key drivers of health
 - Empower community and create opportunities for community health improvement
- Utilize the collective impact approach to achieve maximum impact





A framework for community health and well-being

A framework to facilitate prevention-focused, evidence-based investments

CHILD DEVELOPMENT

EDUCATION

HEALTH

ECONOMY

ACTION: Policy and Program Investments, Alignment, Evaluation, Place-based initiatives

AVANCE
Nurse Family Partnership
Big Brothers Big Sisters
Triple P
And many more!

Cradle 2 Career
Schools of Hope
AVID
Aiming High
Project Success
Project Learn
And many more!

iGROW & iWALK
Healthy for Life
Safe Routes to School
Food System Alliance
And many more!

Earn it, Keep it, Save it
Sonoma County Youth Ecology Corps
Center for Economic Success
And many more!

Common Agenda

Shared Measurement

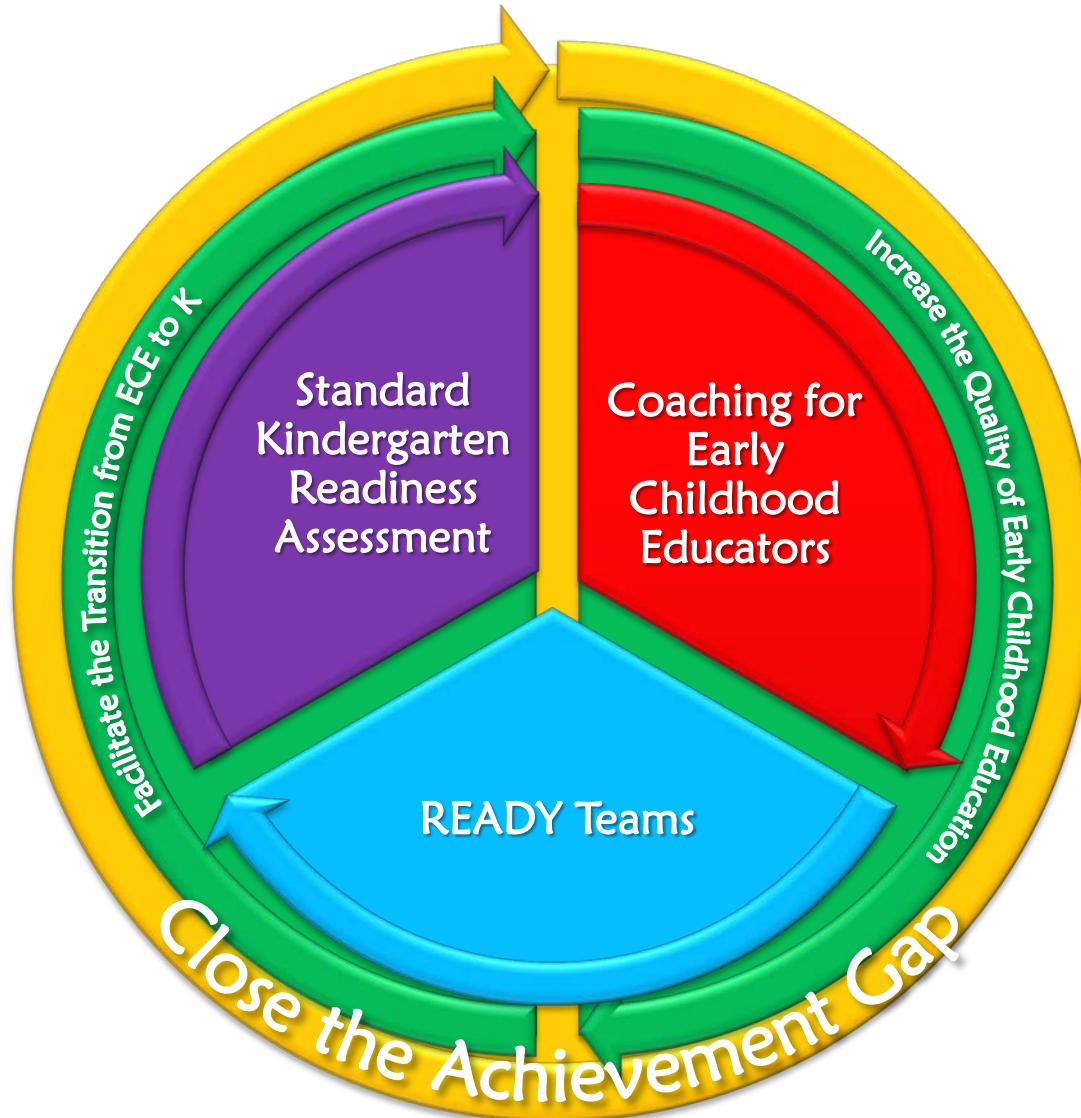
Backbone Organizations

Continuous Communication

Mutually Reinforcing Activities

READY

road to the early achievement
and development of youth



Next Steps: Invest Together

Update and disseminate the *Indicators of Success*

Collaborate with the Department of Health to pilot shared outcomes measurement systems

Promote meaningful engagement with consumers and invested organizations

Promote further integration of upstream principles across county departments





www.sonomaupstream.org
upstream@schsd.org
707.565.5800



UPSTREAM 
INVESTMENTS
It is easier to build strong children than to fix broken lives.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks / Permit and Resource Management / AG Preservation
Open Space District

Staff Name and Phone Number:

Steve Ehret, RP – 565-1107
Jane Riley, PRMD – 565-7388

Supervisorial District(s):

5th, 3rd

Title: Moorland Avenue Neighborhood Park/Housing-Related Parks Program

Recommended Actions: Accept report on progress creating a Moorland Avenue Neighborhood Park and adopt a Resolution authorizing application for Housing Related Parks Grant toward acquisition and development of a park in the Moorland neighborhood.

Executive Summary:

Moorland Avenue Neighborhood Park

At the Board of Supervisors Meeting of December 3, 2013, as part of the discussion on the Community Healing following the Andy Lopez tragedy, the Board directed staff to report back in 60 days on possible plans and financing options to create a park in the Moorland Avenue neighborhood area. Attachment A is a progress report on activities undertaken by staff in response to the Board's direction. Highlights of the report are shown below:

1. The desired park location that has emerged is a one acre undeveloped parcel at 3399 Moorland Ave. owned by Mr. David Paulson.
2. Mr. Paulson also owns a 3.18 acre undeveloped parcel across the street at the corner of West Robles and Horizon Way which could be added to the one acre parcel to increase the park's size and development options.
3. The Agricultural Preservation Open Space District have arranged for an appraisal of both the one acre parcel at 3399 Moorland Ave. and the three acre parcel across the street.
4. The estimated cost to secure and develop the two properties is \$2-\$3,000,000. The actual amount maybe more or less depending on the desired park improvements which will be determined after extensive community outreach. Staff will continue to update the Board as more accurate estimates are developed.

5. The current hope is that funding could be secured to purchase both pieces of property which total 4.18 acres.
6. Staff is preparing to submit grant applications to both California Department of Housing and Community Development and the Agricultural Preservation Open Space District which if successful could help fund between 25% to 50% of the anticipated costs. The first of these applications is presented for Board approval below.
7. Community input on the design and maintenance of this park is a key component of this project. Staff has been working to identify community partners that can help enhance our ability to engage stakeholders in future meaningful discussions once the funding has been obtained to secure the property.
8. Various acquisition options are being evaluated by staff, and will be presented to the Board as they become more fully developed.

More complete information is provide in Attachment A.

Housing-Related Parks Program

As mentioned above, The California Department of Housing and Community Development has a grant program that could be a possible source to help fund the Park. They recently announced a Notice of Funding Availability for the 2013 funding round of the Housing-Related Parks (HRP) program. The funding source is Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, and \$25 million is available statewide for this current third funding cycle.

HRP is a non-competitive grant program, with funding awards based on lower-income housing production. The program objectives include:

- Increase new construction, preservation, substantial rehabilitation and acquisition/conversion of affordable housing
- Fund the creation and renovation of community parks, including costs to construct, rehabilitate, or acquire capital assets
- Reward County or City compliance with State Housing Element Law

HRP awards funds to counties and cities for parks that benefit the community and add to quality of life. Funds are awarded on a per-bedroom basis for each residential unit that is affordable to low-, very low- and extremely low income households, permitted during the designated Program year. The funded park projects do not need to be adjacent to the permitted affordable housing. PRMD leads the housing element compliance requirement, including the approval and issuance of permits for the affordable units and filing the required annual progress reports with the State. Regional Parks is responsible for park planning and development.

PRMD has identified two affordable housing developments in the unincorporated county, making Sonoma County eligible: Sonoma Gardens Apartments on Santa Rosa Avenue and the Fife Creek Commons in Guerneville. PRMD has calculated that the County is eligible to receive an estimated \$450,600. Regional Parks is preparing a park project description based on this amount.

The grant application would include the location of the proposed park project. Regional Parks and PRMD recommend that funding be secured to begin creating a park in the Moorland neighborhood. Southwest Santa Rosa is within the City of Santa Rosa’s Urban Growth Boundary. This area is deficient in park facilities, based on the City’s standard of 3.5 acres of city parks per 1,000 residents. The City of Santa Rosa’s General Plan, including unincorporated areas within the Urban Growth Boundary, proposes a neighborhood park in the Moorland and West Robles Avenue area.

Funding under this program allows the County to subcontract with an Eligible Subcontractor to complete the park work. The program defines Eligible Subcontractor as including a recreation and park district, open-space district, or non-profit whose purposes include the conservation of natural or cultural resources. If working with a subcontractor, the County would still be responsible for grant program compliance.

Grant applications are due January 22, 2014, and a resolution approving the application submittal and designating the applicant is required. The working draft of the grant application is on file with the Clerk. Regional Parks and PRMD recommend that the Board approve applying for grant funds and designate the Director of Regional Parks to execute the grant documents.

Grant awards would be announced in June, 2014, with the grant agreement executed between July and September. No grant expenditures can occur prior to agreement execution. The grant project completion deadline is April 30, 2016.

Prior Board Actions:

12/5/13: Board directs Regional Parks and the Agricultural Preservation and Open Space District to create a plan for a park.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Grant funding award would be made next fiscal year. The Department's FY14-15 budget would reflect the final amount of this revenue as well as the recommended expenditure.

Staff will continue to refine the park planning, development and operational cost of a Moorland neighborhood park for inclusion in the next status report to the Board.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment A: Report on Progress for Creating a Moorland Avenue Neighborhood Park
Attachment B: Resolution authorizing application for Housing Related Parks Grant

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

Housing-Related Parks Program 2013 grant application working draft

Attachment A

Progress Report on Creating a Moorland Avenue Neighborhood Park – January 9, 2014

At the Board of Supervisors Meeting of December 3, 2013, as part of the discussion on the Community Healing following the Andy Lopez tragedy, the Board directed staff to report back in 60 days on possible plans and financing options to create a park in the Moorland Avenue neighborhood area. Below is a summary of the status of activities undertaken by staff in response to the Board's direction.

Property Acquisition

The desired park location that has emerged is a one acre undeveloped parcel at 3399 Moorland Ave. owned by Mr. David Paulson. Mr. Paulson has indicated a willingness to work with the County on a possible sale of the property for the creation of a neighborhood park. Mr. Paulson also owns a 3.18 acre undeveloped parcel across the street at the corner of West Robles and Horizon Way which could be added to the one acre parcel to increase the park's size and development options. Although other sites exist in the area, there is strong community interest to secure at least the one acre property. The current hope is that funding could be secured to purchase both pieces of property which total 4.18 acres. Various acquisition options are being evaluated by staff, and will be presented to the Board as they become more fully developed.

It is worth noting that the larger parcel has been identified as possible habitat for the California Tiger Salamander, and it is anticipated that any type of development on that land will require mitigation with an estimated cost of \$500,000. This and other environmental considerations will be evaluated fully by staff in the course of the project.

The Sonoma County Agricultural Preservation and Open-Space District staff have contracted for the appraisal services of Howard Levy to perform an appraisal for both the undeveloped properties. We anticipate a draft appraisal in mid-February 2014.

Financing Options

The estimated cost to secure and develop the two properties is \$2-\$3,000,000. The actual amount maybe more or less depending on the desired park improvements which will be determined after extensive community outreach.

Regional Parks is requesting the Board of Supervisors' approval to apply to the California Department of Housing and Community Development for the 2013 funding round of the Housing-Related Parks (HRP) program. The funding source is Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006, and \$25 million is available statewide for this current third funding cycle. The County is eligible to receive an estimated \$450,000, and awards should be announced in June of 2014 with the grant agreement executed between July and September. No grant expenditures can occur prior to Agreement execution.

Attachment A

Progress Report on Creating a Moorland Avenue Neighborhood Park – January 9, 2014

With the Board's concurrence, Regional Parks plans to submit an application for an Agricultural Preservation and Open Space District (OSD) matching grant. Those applications are due by April 24, 2014 with awards' determination made sometime between September and November of 2014. Typically the funds would likely be available in July, 2015. The grant requires a 50% match.

We are also in discussion with The Community Action Partnership (CAP), a community service nonprofit organization, to establish a separate fund for the receipt of private donations to help fund the park. We anticipate solidifying that arrangement by the end of January so that we can post information on the County website informing donors how they can contribute to the effort to create the park.

Park Operations and Maintenance

Ideally the developed park would be operated by the City of Santa Rosa given annexation expectations. Regional Parks will work closely with the City towards that end, as well as exploring interim maintenance and operation approaches including community or nonprofit operation options. The source to fund parks operation is undetermined at this point and it is anticipated that it will likely fall to the County in the near term. Estimated cost to maintain a one acre municipal park is \$20-25,000 annually, but higher costs are anticipated here due to the nature of the park. Actual cost will also be dependent on the improvements to be included in the park. A more natural open space park, similar to other Regional Parks, would be less costly to maintain, however that type of park may not be appropriate or desirable for this more densely developed neighborhood. A highly successful fund raising effort could conceivably secure enough to set up an operations trust fund to address ongoing maintenance and operations.

Community Outreach and Engagement

Community input on the design and maintenance of this park is a key component of this project. Staff has been working to identify community partners that can help enhance our ability to engage stake holders in future meaningful discussions.

- In addition to possible assistance from Community Action Partnership (CAP) on the fund raising, Vince Harper, Senior Program Manager with CAP, has agreed to partner with County Parks on the community engagement efforts. Mr. Harper has extensive knowledge and experience with the Moorland community and previous experience working on the development of a neighborhood park adjacent to Roseland School.
- Sonoma County Health Services Department has agreed to work as a community outreach partner.
- Sonoma County Sheriff Community Services Officer Jennifer Abrao has agreed to be a resource to this effort.

Attachment A

Progress Report on Creating a Moorland Avenue Neighborhood Park – January 9, 2014

- The department is also maintaining a list of community members who have contacted the Board of Supervisors with an interest in assisting in the development of the park.

In 2012 the Sonoma County Department of Health Services, with the assistance of a Project Advisory Committee, developed the Best Practices in Action Report, Strategies for Engaging Latinos, Seniors and Low Income Residents of Sonoma County. Consistent with the report's recommendation to elevate community engagement of these populations as a countywide priority, Regional Parks has developed a draft Latino Community Engagement Plan. Parks and County Administrators Office are working to develop an approach and budget to accelerate our implementation of this community engagement plan. This will enhance our efforts to involve the Moorland neighborhood in the design and development of this park. We anticipate that information should be available for our next status report back to the Board.

Next Status Report

Additional items that staff is working on for an anticipated March/April status report include:

1. Identify site constraints and opportunities associated with both the one acre and three acre properties.
2. Evaluate various acquisition/funding options.
3. Refine the rough estimate for the range of development costs for each of the two properties.
4. Confirm Community Action Partnership as a fundraising partner and initiate fundraising drive.
5. Develop a fundraising strategy and identify campaign manager.
6. Continue to explore community involvement in the design process.
7. Develop a timeline for acquisition, design and completion of park development.
8. Identify property acquisition team.
9. Secure Board Approval to begin negotiations to purchase the property(s).



County of Sonoma
State of California

Date: January 14, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Application For Housing Related Parks Grant**

Whereas, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program.

Whereas, Regional Parks desires to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program.

Whereas, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

Now, Therefore, Be It Resolved

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released October 2013 for the 2013 Designated Program Year. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

Resolution #

Date:

Page 2

3. That the Director of Regional Parks is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt (707) 565-3754
Supervisor Efren Carrillo (707) 565-3760

Supervisorial District(s):

Countywide

Title: Policy for Project Labor Agreements

Recommended Actions:

Accept the report of the Project Labor Agreement (PLA) Ad Hoc Committee and adopt a Policy and Template Agreement for the use of PLA on future significant County construction projects.

Executive Summary:

At the April 9, 2013 Board of Supervisors meeting, the Chair formed a Project Labor Agreement (PLA) Ad Hoc Committee for the purpose of bringing recommendations forward regarding the use of PLAs on significant County construction projects. The objectives for the committee were to increase local job creation, support training and internship opportunities in the building trades, avoid costly labor disruptions or work stoppages, ensure adequate health, welfare and retirement benefits for workers, and ensure that the use of a PLA does not increase County project costs.

As laid out in the Board adopted Scope of Work, the PLA Ad Hoc Committee has held several internal staff meetings as well as multiple meetings with both the Sonoma, Mendocino, Lake Counties Building & Construction Trades Council, and the Coalition Against Sonoma County Project Labor Agreements representing the North Coast Builders Exchange, Associated Builders & Contractors (ABC), Coalition for Fair Employment & Construction (CFEC), the Western Electrical Contractors Association, and other local and state merit shop construction trade associations. Through these meetings the committee has researched actions taken in other jurisdictions, and gathered input and recommendations from stakeholders and staff to inform the attached policy on the use of PLA for future County construction projects. This policy and the attached template PLA agreement were crafted to maintain maximum benefit, control and flexibility for the County.

Background

Project Labor Agreements, sometimes also titled Project Stabilization Agreements (PSA), are collective

bargaining agreements negotiated for construction projects typically between the County as project owner and the local building trade unions. A PLA is a form of a pre-hire agreement that sets the terms of employment on an entire construction project, and becomes part of the bid specifications that all winning contractors must follow. A PLA remains effective for the duration of the project. Typically, if a PLA or similar project stabilization agreement is pursued, there is only one agreement per project and all trades involved are signatories to the agreement. PLA's have been used since at least the 1930s, and are used in both public and private sector construction projects, most often on large-scale projects employing multiple trades. For public projects, whether or not a particular project operates under a PLA, all applicable state and federal competitive bidding and contracting requirements must be met.

Recommended Policy

The attached "Policy Regarding the Use of Project Labor Agreements to Promote Use of Local Contractors and Local Workforce on Construction Projects" would encourage the use and development of a local workforce and ensure that County projects progress without delays due to labor disputes by directing that County negotiate a PLA for significant new construction projects under the following conditions:

- The construction cost is budgeted at over \$25 million for federally funded projects or over \$10 million for state or locally funded projects.
- All key terms are agreed to as set forth in the attached PLA Template, including but not limited to:
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, beyond requirements of California Labor Code
- All trades and unions are signatory to the PLA; there will be only one agreement per project.
- Use of the PLA provides the lowest bid, or provides enhanced value within 2% of lowest bid, using a bid alternate approach.

The Ad Hoc Committee is also recommending for Board approval a draft PLA Template Agreement (Attachment 2) to be used as the basis for developing future project-specific PLA's. When construction projects are identified that meet the dollar threshold above, staff will use the PLA Template to develop a PLA for the project, including addressing project specific covered work, security considerations, and workforce training and development programs. The Board will approve each future project specific PLA prior to staff soliciting project bids. Upon Board approval, the PLA becomes part of the bid documents, and all bidding contractors agree to be bound by the PLA. Possible future County projects that may be subject to a PLA under the proposed policy are listed in Attachment 3. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements or limitations on the use of PLA's which may be imposed by a funding agency (in the case of state or federally funded projects).

Attached to this report are letters from both the Building and Construction Trades Council (Attachment 6) and from the Coalition Against Sonoma County Project Labor Agreements (Attachment 5) expressing

each group's responses to the PLA Ad Hoc Committee's recommendations, and a matrix summarizing those responses (Attachment 4).

Prior Board Actions:

6/25/13 Board accepted Project Labor Agreement Ad Hoc Committee Charter/Scope of Work.
 9/18/12 Board considered Policy for the Use and Promotion of Local Contractors and Local Workforce on Construction Projects.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 26,000	County General Fund	\$ 26,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 26,000	Total Sources	\$ 26,000

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact to the recommended action. The cost of County Counsel and CAO staff time in support of the PLA Ad Hoc Committee's work since April 2013 has been approximately \$26,000 and is within existing appropriations.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Policy Regarding the Use of Project Labor Agreements to Promote Use of Local Contractors and Local Workforce on Construction Projects
2. PLA Template Agreement, Attachment "A" to Policy.

3. Past and Future Significant County Construction Projects
4. Policy/Template Response Matrix
5. Letter from The Coalition Against Sonoma County Project Labor Agreements, dated Dec. 18, 2013.
6. Letter and enclosures from Sonoma, Mendocino, and Lake Counties Building & Construction Trades Council, dated Dec. 19, 2013.

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

1/14/14 PLA Ad Hoc Report, Attachment 1

Policy Regarding Project Labor Agreements To Promote Use of Local Contractors and Local Workforce on Construction Projects

The County of Sonoma recognizes that strategies that promote the use of local businesses and workers help create a sustainable economy and improve the overall quality of life for residents of the County. The use of local businesses helps retain local dollars within the community and strengthen employment.

The County periodically awards construction contracts, which employ a significant number of workers in various trades. Many local residents possess the skills required of such construction efforts and are in need of employment. The County of Sonoma encourages, within the constraints of current state and federal law, the employment of local contractors and local workforce on County construction projects. The County also has a strong interest in workforce training and development, and creating career opportunities that ensure adequate wages and health, welfare and retirement benefits for workers.

Policy Recommendation:

To encourage the use and development of a local workforce¹ and to ensure that County projects progress without delays due to labor disputes, consistent with existing state and federal law and the interests of the public, the County will negotiate project labor agreements (PLAs) or other mechanisms for significant new construction projects under the following conditions:

- The construction cost is budgeted at over \$25 million for federally funded projects² or over \$10 million for state or locally funded projects.
- All key terms are agreed to as set forth in the Attachment "A" PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices

¹ Consistent with existing County policies, "local" means any of the following:

For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or contractor employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.

² For federally funded projects, the ability to use a PLA (or similar agreement) and the terms of any such agreement may be subject to federal agency requirements and/or approval. In such cases, compliance with the federal funding agency's requirements will supersede this Policy.

1/14/14 PLA Ad Hoc Report, Attachment 1

- All trades and unions are signatory to the PLA; there will be only one agreement per project.
- Use of the PLA provides the lowest bid, or an enhanced value or community benefit with a dollar value less than or equal to 2% of the lowest bid to be determined on each applicable project, using a bid alternate approach.

Process:

When an eligible construction project is identified, staff will present a project specific PLA (or similar agreement) to the Board for consideration before advertising for bids. In negotiating a project specific PLA, staff should consider the conditions listed above as well as the level of risk of labor strife that could impact the project, the project's budget, schedule, scope and complexity, the number of trades required, opportunities for workforce training and development, how the use of a PLA or other mechanism may impact the number or quality of bidders on the project, and specific requirements imposed by a funding agency, if any. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements which may be imposed by a funding agency.

ATTACHMENT 2—AD HOC COMMITTEE PLA TEMPLATE

**PROJECT LABOR AGREEMENT
FOR THE *[INSERT PROJECT NAME]***

This Agreement is entered into this ___ day of _____, 2013 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), and the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”) and the local Unions with geographic jurisdiction in Sonoma County including those that are affiliated with the Building and Construction Trades Department of the AFL-CIO and have executed this Agreement, for the purpose of the construction of the County’s *[insert project name]*. The central purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

- A. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Sonoma County Board of Supervisors has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- B. A variety of construction skills and crafts will be required to complete the construction work on the Project, including those skills and crafts represented by the Unions and their members who are employed by contractors and subcontractors that are signatory to collective bargaining agreements with such unions.
- C. It is recognized that on a project with multiple contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work.
- D. The Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- E. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end

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that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

- F. The County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals.
- G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as such legally binding agreements exist between a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project.
- I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement (or "PLA").
- 1.2 "County" means Sonoma County, California.
- 1.3 "Contractor" means all contractors, subcontractors or other persons or entities performing, assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work. As used herein, the term "Contractor" includes all such contractors, subcontractors, persons or entities, including the General Contractor.
- 1.4 "General Contractor" means the Contractor awarded the Project by the County.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the County that is necessary to complete the Project.

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- 1.6 "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.
- 1.7 "Local" means any of the following: For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or a contractor that employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060.
- 1.9 "Project" means the [*insert description of the project*].
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.
- 1.11 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.
- 1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations who have executed this Agreement.
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. Once a construction contract is

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completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. This Agreement covers [insert project specific covered work] All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work.”

2.3 Exclusions:

- (1) This Agreement is not intended to, and shall not govern any construction work performed on any other County project, or any construction work performed prior to the effective date of this Agreement, or after its expiration or termination.
- (2) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.
- (3) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.
- (4) The Agreement shall not apply to any work performed by County employees, nor County suppliers/vendors/contractors who may perform work on the Project through a separate County contract. This shall include, but is not limited to, [insert any project specific excluded work]. Any contracts for Professional Services for the Project/Construction Management Services for this Project shall not be affected by this Agreement.

ARTICLE III

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be bound.
- 3.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any

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Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.

- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Trades Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.
- 3.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.
- 3.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Trades Council, Unions, County and Contractors agree that for the duration of the Project:
- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute

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regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.

- (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
 - (c) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
 - (d) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.
- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 4.1 is alleged to have occurred:
- (a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected.
 - (b) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in

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violation of this Article, to the County, to the Trades Council, and to the involved Union, if a Union is alleged to be in violation.

- (c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
- (d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.
- (e) The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.
- (f) Such award shall be final and binding on all parties and may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner: Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

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- (g) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
 - (h) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
 - (i) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.
- 4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator’s decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE V

JURISDICTIONAL DISPUTES

- 5.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
- 5.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

5.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the Sonoma, Mendocino and Lake Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

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- 5.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 5.4 Each Contractor shall participate in a pre-job conference with the Trades Council, the Project Manager and Unions as appropriate prior to commencing construction work on the Project, to discuss and establish the scope of work for each Contractor for the Project. The County will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A Joint Labor/Management Administrative Committee will be formed consisting of the Project Manager, two (2) Union representatives and two (2) Contractor representatives selected by the Unions and the General Contractor, respectively. Committee meetings will be held on a monthly basis. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. Representatives of the County may participate at its request. The Committee may form subcommittees to consider and advise the full Committee on issues affecting the Project, including but not limited to, compliance with apprenticeship and workforce training programs provisions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or other protected status recognized under the laws of the State of California or applicable federal law.

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ARTICLE VIII

UNION RECOGNITION

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.
- 8.3 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

MANAGEMENT'S RIGHTS

- 9.1 The County and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Except as provided in Section 2.1, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

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ARTICLE X

HIRING & REFERRAL

- 10.1 Contractors that are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker meets all of the following:
- i. Possesses any license required by state or federal law, if any, for the Project work to be performed;
 - ii. Has been on the Contractor's active payroll for at least one hundred twenty (120) days of the two hundred (200) working days prior to the Notice to Proceed or equivalent authorization granted by the County to begin work on the Project; and
 - iii. Has the ability to safely perform the basic functions of the applicable trade.
- 10.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:
- i. Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.
 - ii. Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be

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repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.

- 10.3 If there is any question regarding an employee's eligibility under Section 10.1 or 10.2, the Contractors shall provide documentation showing compliance with Section 10.1 or 10.2 upon the request of the Trades Council or any Union.
- 10.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Union(s) provided that the Contractor complies with Article VII (Non-discrimination).
- 10.5 Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 10.6 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.
- 10.7 The parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the signatory local unions and programs developed pursuant to this Agreement.

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ARTICLE XI

PROJECT SITE SECURITY

- 11.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site consistent with State and Federal law. Contractor shall not be liable to pay standby pay to any employee rejected by County.

[Insert any Project specific security requirements (e.g., airport, detention facilities, etc.)]

ARTICLE XII

APPRENTICES & WORKFORCE TRAINING PROGRAMS

- 12.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code Section or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.
- 12.2 The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, Contractors, the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.
- 12.3 To further accomplish these goals, the Contractors, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, such as Career Technical Education programs, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XIII

WAGES & BENEFITS

- 13.1 All employees covered by this Agreement shall be classified and paid wages and other compensation in accordance with the then current multi-

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employer Master Agreement of the applicable Union, and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law.

- 13.2 Except as provided for in 13.3, Contractors that are not signatory to a Union Master Agreement (“non-signatory Contractor”) shall be required to make the benefit payments specified in 13.1, provided that only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the applicable Master Agreement are required to be paid by such non-signatory Contractor.
- 13.3 Notwithstanding any other provision of this Article, any non-signatory Contractor that has been contributing to health and welfare and pension benefit plans on behalf of a core worker for the period that such employee has been on the Contractor’s active payroll may elect to continue to contribute to such benefit plans on behalf of such employee in lieu of payments to the Union’s health and welfare and pension plans provided the health and welfare and pension benefit plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. The Joint Labor/Management Administrative Committee shall determine whether the health and welfare and pension benefits plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. Any non-signatory Contractor asserting that its health and welfare and pension benefits plans provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans shall submit such benefit plans and supporting documentation to the Committee for evaluation. Any dispute regarding the determination of the Committee shall be considered a grievance and submitted to arbitration pursuant to Article XVI.

ARTICLE XIV

COMPLIANCE & REPORTING

- 14.1 The Trades Council shall establish a means by which to monitor and investigate Contractor and Union compliance with the applicable provisions of California prevailing wage law in order to assure the County that no violations of law occur. The County agrees to provide the Trades Council or its designated representative with copies of certified payroll records submitted by the Contractors and any other information requested by the Trades Council that may be required to determine compliance with applicable prevailing wage requirements. The County retains control over

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determining what information to provide to the Trades Council. A prevailing wage compliance report shall be presented to the County on a quarterly basis.

- 14.2 The Trades Council will assist the County in monitoring compliance with and reporting on Project specific apprenticeship, workforce training and development, and affirmative action requirements (including but not limited to Disadvantaged Business Enterprise and Minority Business Enterprise requirements), if applicable. *[Insert project specific requirements]*

ARTICLE XV

HOURS OF WORK

- 15.1 Eight (8) hours of labor per day with one-half hour designated as an unpaid period for lunch shall constitute a standard work day, and forty (40) hours shall constitute a regular work week.
- 15.2 Overtime and holiday pay will be in compliance with the applicable Master Agreements and the general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The Contractors, Unions, and the employees, collectively and individually, recognize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance, and the parties agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 16.2 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement (other than trade jurisdictional disputes), the same shall be settled by means of the following procedures:

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Step 1

- (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should the Union or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2

- (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

- (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall

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attempt mutually to select an arbitrator, but if they are unable to do so, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.

- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- 16.3 The General Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.
- 16.4 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 16.5 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the General Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 16.6 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 16.7 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 16.8 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be

ATTACHMENT 2—AD HOC COMMITTEE PLA TEMPLATE

considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE XVII

HELMETS TO HARDHATS

- 17.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 17.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE XVIII

SAVINGS CLAUSE

- 18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree

ATTACHMENT 2—AD HOC COMMITTEE PLA TEMPLATE

that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

DRUG TESTING PROTOCOL

- 19.1 The parties agree that the Memorandum of Understanding (“MOU”) on Drug Abuse and Prevention and Detection (Attachment ___) negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this Agreement.

ARTICLE XX

ENTIRE AGREEMENT

- 20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.
- 20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.
- 20.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.
- 20.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

ATTACHMENT 2—AD HOC COMMITTEE PLA TEMPLATE

ARTICLE XXI

TERM

21.1 This Agreement shall become effective on the date of execution by the County and Trades Council, whichever is later, and shall continue in effect until the completion of Covered Work pursuant to Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

COUNTY OF SONOMA

SONOMA, MENDOCINO AND LAKE
COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

By:

[INSERT SIGNATURE BLOCKS FOR UNIONS]

ATTACHMENT 2—AD HOC COMMITTEE PLA TEMPLATE

ATTACHMENT A

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.3 of the Project Labor Agreement for the [insert project name] (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.9 and 2.2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

Attachment 3-Past and Future Significant County Construction Projects

Significant County Construction Projects since 2002

Year	Description	Construction Cost (millions)	Project Cost (millions)	Funding Source
General Services:				
2002	New Sheriff Building	\$ 14.1	\$ 19.5	County General Fund
2005	Valley of the Moon Childrens Home, Phase 2	\$ 8.0	\$ 11.4	Children's Home Foundation & General Fund
2009	Valley of the Moon Childrens Home, Phase 3	\$ 7.7	\$ 11.3	Children's Home Foundation & General Fund
2011	Comprehensive Energy Project	\$ 19.1	\$ 21.8	Rebates & County General Fund
Public Works/Airport:				
2006	Canon Manor Improvements	\$ 10.8		Canon Manor Assessment District
2013	Runway Safety Area Improvement Project	\$ 22.1	\$ 53.8	FAA Grants, State Loan and Airport Enterprise funds

Possible Future Projects Potentially Subject to PLA (> \$10 million)

Est. Year	Description	Est. Construction Cost	Est. Project Cost	Funding Source
2015	Community Corrections Center	\$ 58.0	\$ 68.0	AB900, AB 1022 with County General Fund and County Land
2015	Comprehensive County Facilities Plan Projects	3 phases, each with potential value > \$25 mill		County General Fund
2020	Airport Terminal Building	\$ 50.0	\$ 60.0	Undetermined

Attachment 4-PLA AdHoc Policy/Template Response Matrix 1-14-14

This matrix is a summary of the PLA Ad Hoc's recommendations and the responses received. See additional Attachments for full context.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council
Policy	Threshold=\$25m/Fed, \$10m/local & State	Support	Amend: \$10m regardless of source
Policy and Section 10.2	Core Workers: Local may use 3 core, then alternate 1:1 up to 6 core workers. Non-local alternate 1:1 up to 6 core workers.	Amend: Local may use 5 core, then alternate 1:1 up to 10 core workers. Non-local alternate 1:1 up to 10 core workers. Add setting local hire goal of min 70% hours worked by local residents.	Support
Policy	No Double Pmt. Benefits	Support (see Article 13 below)	Support
Policy	Pre-Apprentice, Technical Education	Support	Support
Policy	All trades signatory, one agreement per project	Support	Support
Policy	Bid Alternate Approach	Support and add Section 18.2 Accountability Measures (min 3 bids, re-bid if >engineer est., alternate PLA/noPLA on projects).	Delete

Attachment 4-PLA AdHoc Policy/Template Response Matrix 1-14-14

This matrix is a summary of the PLA Ad Hoc's recommendations and the responses received. See additional Attachments for full context.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council
Sections 2.2 and 2.3(4)	"Covered Work": undefined in template, will be inserted in each project-specific PLA.	Define Covered Work as being work performed solely on and at the Project site.	2.2 Expand Covered Work to include: 1. off-site fabrication where that work is covered by an existing Master Agreement (HVAC ducting, pipe spools) 2. ready-mix delivery and off-hauling work under the jurisdiction of the Teamsters, 3. off-site batch plant work intended solely for the project. 2.3 (4) Expand exclusion to: work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee.
Section 3.2 & 3.3	Subcontracting. Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.	Delete. Contractors not required to provide to Trades Council; should only need to provide to County. Use "bound" vs. "signatory" in Sect. 3.3.	
Section 4.1 (a)	Prohibits work stoppages, strikes, etc.	Add specific remedy if a work-stoppage, strike, lockout, etc. occurs.** (**Note: Liquidated damages are addressed in Sections 4.2 & 4.3)	
Section 4.1		Add Section 4.1(c) relieving each union of liability for members it does not represent, and for wildcat actions, once best efforts are made to prohibit violations. Prerequisite to Union's agreeing to liquidated damages provision.	

Attachment 4-PLA AdHoc Policy/Template Response Matrix 1-14-14

This matrix is a summary of the PLA Ad Hoc's recommendations and the responses received. See additional Attachments for full context.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council
Section 4.1 (d)	Last sentence reads..."In addition, if the new Master Agreement provides for benefit increases, than any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increase established by the new Master Agreement for such work performed."	Delete	
Section 6.1	Establishes membership of Joint Labor/Management Admin Committee as: Project Manager, 2 Union representatives, and 2 Contractor representatives, selected by the Unions and the Gen. Contractor respectively. <i>Note: Section 1.10 defines "Project Manager" as the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.</i>	Project Manager be defined as employee from County Risk Management, and delete "unions".	
Sections 8.1 & 8.2	Recognizes Union as sole bargaining representative on project. No requirement to join union, but requires payment of maintenance (representation) dues/fees by all workers employed on project.	Exclude contractors' core workers and apprentices from non-union programs from Union representation and payment of dues/fees.	

Attachment 4-PLA AdHoc Policy/Template Response Matrix 1-14-14

This matrix is a summary of the PLA Ad Hoc's recommendations and the responses received. See additional Attachments for full context.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council
Article 12	Apprentices/Training. Parties agree to support, sponsor and participate in construction training courses, programs, pre-apprenticeship and joint apprenticeship programs.	Strike "joint". Define "sponsoring" as requirements will be identified in bid specifications for each project.	
Sections 13.2 & 13.3	Wages and Benefits, equivalent benefits for non-signatory contractors.	Add requirements for appropriate ACA "metal plan" prior to bid to clarify equivalent health benefits, and language to clarify equivalent pension payment alternatives.	Section 13.2: If non-signatory contractor is required to pay into trusts pursuant to this Section, the contractor agrees to be bound by the applicable trust agreements designated in the Master Agreement.
Section 14.1	Trades Council will monitor Contractor's and Union's compliance with prevailing wage laws. County will assist by providing certified payroll records.	Add language such as: "Copies of records made available shall be in accordance with CA Labor Code 1776."	Delete "Union", as unions have no obligations under prevailing wage law.
Article 17	Helmets to Hardhats-Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), and participate in their "Helmets to Hardhats" veterans career assistance program.	Only signatory contractors agree to use "Center" (Sections 17.1 & 17.2). Add alternative language requiring contractors to make "good faith efforts" to hire qualified veterans for the project, and other suggestions.	Trades Council has indicated this section is required, as written.

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

December 18th, 2013

**TO: Sonoma County Supervisor David Rabbitt and Supervisor Efren Carrillo,
Members of the Ad Hoc Committee on Project Labor Agreements
(cc: Veronica Ferguson and Christine Williams)**

FROM: The Coalition Against Sonoma County Project Labor Agreements

SUBJECT: RESPONSE TO AD HOC COMMITTEE'S DRAFT PLA POLICY AND TEMPLATE

On behalf of local contractors, the North Coast Builders Exchange, the Associated Builders & Contractors of Northern California, the Coalition for Fair Employment in Construction, the Western Electrical Contractors Association, and other local and state merit shop construction trade associations representing over thousands of contractor members and workers in Sonoma County, we thank you for including us in your process of developing a potential Project Labor Agreement Policy and Template for Sonoma County to bring to your fellow Supervisors.

As organizations that support fair and open competition and are committed to increasing opportunities for all workers regardless of their affiliation, we believe Project Labor Agreements eliminate open, fair and competitive bidding on public work projects. PLAs discourage the vast majority of local contractors and small business owners from bidding on this work. Numerous studies indicate that projects cost 10-20% more when built under a Project Labor Agreement. For these reasons, we remain strongly opposed to the concept of placing a Project Labor Agreement on any County public works project paid for with taxpayers' money.

With that said, below is our response to the Ad Hoc Committee's proposed Sonoma County PLA Policy and Template with recommendations that we believe, if included, would increase competition and likely reduce costs for taxpayers. We also believe that our recommendations below would provide a more inviting environment for small businesses in the area – including minority and women-owned businesses – to bid on County projects.

After carefully reviewing the Ad Hoc Committee's draft PLA Policy dated November 26th, 2013 we found that we can support all of the recommendations that were included, specifically:

- The construction cost is budgeted at over \$25 million for federally funded projects or over \$10 million for state or locally funded projects.
- All key terms are agreed to as set forth in the Attachment "A" PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices
- All trades and unions are signatory to the PLA; there will be only one agreement per project.
- Use of the PLA provides the lowest bid, or an enhanced value or community benefit with a dollar value less than or equal to 2% of the lowest bid to be determined on each applicable project, using a bid alternate approach.

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

Regarding the Ad Hoc Committee’s draft PLA Template dated November 26th, 2013, we have a number of recommendations that would greatly improve the Template not only for the County of Sonoma and its taxpayers, but for the local merit shop contractors and their employees who make up 86% of the building industry workforce in Sonoma County.

The issues of concern to us and our recommendations for improvements are listed below.

Position	Issue	Concern	Corrective Measure
Clarify Section 2.2	“Covered Work”	Covered Work is not defined. Covered Work should be limited to the work on the project site so that offsite work is excluded; i.e. material fabrication and hauling.	Define Covered Work as being work performed solely on and at the Project site.
Clarify Section 6.1	“Project Manager” and “Contractor Representatives”	Project Manager is not defined. Unions should not select two contractor representatives in addition to the two union representatives.	Define Project Manager as an individual employed by the county from the Risk Management Department. Delete the word unions in the first sentence.
Support Article 12	Use of any State-approved apprenticeship program.	While the PLA template does allow for the use of apprentices from any State-approved program, it could be inferred that an apprentice from a non-union program would have to comply with section 8.2 regarding dues and representation; that will not work since the apprentice is not in a union program.	Amend 8.2 to exclude apprentices from non-union programs.
Amend Article 8	Union Recognition	Non-union workers and apprentices will not receive any representation from the payment of dues.	As previously reviewed by the County, amend 8.1 to read: For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees, excluding contractors’ core workers and apprentices from non-

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

			<p>union programs, working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.</p> <p>Amend 8.2 to read: Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees, excluding contractors' core workers and apprentices from non-union programs, shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.</p>
Support Article 13	No double payment of health benefits.	Regarding health insurance the contractor is not going to know if	Take subjectivity out of the equation. Prior to the job going out for bid,

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

		double payments need to be covered for in its bid until after the job bids, the job is awarded, and it submits its health plan to the Committee for determination of being equivalent.	spell out essential health benefits and pick a threshold “ metal plan ” from the Affordable Care Act, for inclusion in the bid specifications.
Support Article 13	No double payment of pension benefits.	Same as above. In past template drafts this had been addressed by defining acceptable pension plans. That effort has been lost in the current draft.	Add language as previously reviewed by the County (see below**).
Support Article 14	Compliance & Reporting	14.1 states the County agrees to provide the Trades Council with certified payroll records and any other information requested. CA Labor code is very specific with what information can be and can’t be provided by the County. Protection of employee information should be a concern.	Add language such as: “Copies of records made available shall be in accordance with CA Labor Code 1776.”
Support Article 12	Training	12.2 only supports joint apprenticeship programs. Contractors and the County should want to support all apprenticeship programs.	Strike “joint.” Define “sponsoring” as requirements will be identified in bid specifications for each project.
Support Article 10	Core Workforce	In the 10/17/13 template draft, Article 10.1 allowed contractors to utilize up to five core workers and hire up to ten core workers.	Please replace with Article 10 language with Article 10 language from 10/17/13 Sonoma County PLA Template.
Add Article 10.8	Local Hire	To achieve your	Sonoma County residents

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

		objective of putting local people to work, set a high local hire goal.	will perform a minimum of 70% of the hours worked, on a craft by craft basis on the projects. In the event that no Sonoma residents are available to fulfill the 70% local hire requirement, the next tier of residents will come from the Lake, Mendocino, Marin and Napa Counties. The contractors are required to make good faith efforts to reach this goal.
Amend Section 3.2	Every Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.	It is not a requirement of the California labor code for contractors to notify the Trades Council or provide a copy of the agreement to be bound. This information can be provided by the owner.	Delete last sentence.
Amend Section 3.3	Signatory vs. Bound.	Contractors are not becoming permanently signatory to unions as a result of the Project Labor Agreement.	Change the word signatory to bound in the second sentence.
Amend Section 4.1 (a)	Work stoppages, strikes, sympathy strikes and lockouts.	There must be a specified remedy if a work stoppage, strike, sympathy strike or lockout occurs.	Add the following language from Section 4.3 of the Solano County PLA for the Claybank Adult Detention Facility Expansion Project: In the event a work stoppage or slowdown because of a labor dispute affects work covered by this Agreement and said stoppage or slowdown is caused by a Union or contractor signatory to this Agreement, an affected signatory party may seek redress under the grievance procedure of this Agreement which

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

			shall include, but not be limited to, liquidated damages of \$10,000 per day and any other remedies available under applicable law.
Amend Section 4.1 (d)	In addition, if the new Master Agreement provides for benefit increases, than any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increase established by the new Master Agreement for such work performed.	Contractors must comply with the prevailing wage determinations pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1	Delete last sentence.
Support Article 17	Helmets to Hardhats	In an effort for all contractors to support the hiring of veterans, language needs to be included to allow for non-union contractors to also hire veterans.	Add the following language in bold to 17.1 : The Contractors and Unions who are signatory agree to utilize the services of the Center for Military Recruitment,... Add the following language in bold to 17.2 : The unions and Contractors who are signatory agree to coordinate with the Center to create..... Add 17.3: (see below***).
Add Article 18.2	Accountability Measures	Add the following three accountability measures to ensure taxpayers are receiving the most qualified bids for the best price.	When you have three bidders or less on a project, rebid the project without a PLA. If the project comes in over the engineer's estimate, rebid the project without a PLA.

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

			Do one project with a PLA and the next one without a PLA, both of similar costs so you can compare actual local hire numbers, costs and number of bidders.
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Language for no double payment of pension benefits:

** In lieu of pension benefits being paid to the Union pension plan/trust funds a Contractor, that is not a signatory to an existing collective bargaining agreement with any Union having jurisdiction over the Project and that has established and/or is making employer contributions to a retirement plan for its employees, may continue to make employer contributions to such plan on behalf of each of its core workers employed under this Agreement, provided the following conditions are met:

- (i) such Contractor’s plan is a bona fide plan and in effect at the time that the Contractor commences work on the Project;
- (ii) the Contractor contribution amount represents the actual cost of the benefit (expressed as an hourly contribution) to the Contractor, and that is consistent with applicable laws related to wages and employee benefits;
- (iii) the employee on whose behalf the Contractor contribution is made is an active participant in the Contractor plan at the time of his initial employment on the project, or was an active participant in the plan at the time of his last employment with the Contractor.
- (iv) In the event the Contractor’s contribution to a bona fide pension plan is lower than the pension contribution called for in the applicable Schedule “A,” the difference shall be paid to the employee in the employee’s regular weekly paycheck.
- (v) For purposes of this Section, a bona fide retirement plan shall be a tax-qualified plan, subject to ERISA, and have a current SPD available for review.

Language for Veterans Employment opportunities for contractors:

*** [NAME OF CONTRACTOR] agrees to make a good faith effort to hire qualified individuals who are veterans, particularly recent veterans of military service in Afghanistan and Iraq.

The following conditions will be established for veterans:

- Veterans will be exempt from payments to participate in apprenticeship programs. Such exempt payments would include application and enrollment fees, union dues and union initiation fees, curriculum material and tool fees, and other fees and charges normally assessed to enrolled apprentices.
- Veterans will be allowed to test into apprenticeship training programs and enter at a level commensurate with their knowledge and experience. Upon completion they will be free to work for either an open or union shop.

ATTACHMENT 5—COALITION AGAINST SONOMA COUNTY PLA MEMO

- Veterans will be given preference over other applicants in entering an apprenticeship program to compensate them for time lost while serving in the military.
- New jobs related to the project will be placed on a “Veterans Hold” through the Employment Development Department for a specified number of days prior to advertising them to the public.

A bidder or contractor shall be deemed to have made a “good faith effort” to hire sufficient numbers of veterans if, prior to execution of the contract at least two of the following veteran employee recruitment activities have been undertaken and documented:

1. Written and oral communication indicating an interest in hiring veterans for the project with a Veterans Representative at the closest Workforce Services Office of the California Employment Development Department.
2. Written and oral communication indicating an interest in hiring veterans for the project with the Contra Costa County agency responsible for job placement of veterans.
3. Written and oral communication indicating an interest in hiring veterans for the project with a veterans employment service, administered by a legitimate veterans advocacy organization placing veterans in employment in Sonoma County.
4. Written and oral communication indicating an interest in hiring veterans for the project with a private non-profit organization dedicated to finding employment for veterans in Sonoma County.

We hope these comments are useful when you present your draft PLA Policy and Template to the full Board. Our comments should also shed a clearer light on why the associations and individuals who have provided input into this response are so vehemently opposed to the discriminatory and costly PLA format proposed by the trades unions.

If you have any questions or comments, or would like clarification on the points made above, please contact one of our Coalition members, Keith Woods, at 542-9502 or keith@ncbeonline.com

Thank you for your consideration.

Sonoma – Mendocino – Lake Counties Building & Construction Trades Council

December 19, 2013

Ms. Veronica A. Ferguson
Sonoma County Administrator
575 Administration Drive, Suite 104A
Santa Rosa, CA 95403

Dear Ms. Ferguson:

As you requested, I am writing to explain the basis for the few remaining changes requested in the draft template for the Sonoma County Project Labor Agreement and Policy. These changes are critically important to ensuring the successful implementation of the counties PLA policy.

Sonoma County Project Labor Agreement Template

Section 2.2: At least two of the local unions affiliated with the Building Trades Council are signatory to Master Agreements with their employers that require that off-site fabrication work for a particular project (e.g., HVAC ducting, pipe spools) be performed in accordance with the terms of the Master Agreement. These unions will not sign a project labor agreement unless the agreement is clear that their off-site fabrication work is covered. We have also added language that clarifies that ready-mix delivery and off-hauling work within the jurisdiction of the local Teamster affiliate would be covered by the Agreement. Finally, work performed at the site of a batch plant that is constructed solely to supply materials to a particular project is traditionally covered by project labor agreements.

Section 2.3(4): As we discussed in our conference call, the changes to this section are intended to incorporate standard project labor agreement language utilized to address the scope issues raised by the County. It clarifies that the contracting of all non-construction support services and all vendor work performed in accordance with the vendor's warranties is excluded from the Agreement.

Section 4.1(c): Because the Unions have agreed in advance to a liquidated damages financial penalty for a violation of the no strikes provision of the Agreement, it is essential that the Agreement clearly state that a Union whose members are not participating in a work stoppage and who are in compliance with the Agreement is not liable for actions by members of another union whose members are not subject to the Union's authority or control. The Union is also not liable for a wildcat action by a member who participates in a work stoppage in

violation of the Union order that the member continue to work. The member in violation may be discharged in accordance with the Agreement and the Union will immediately dispatch another worker to continue the work, but there is no liquidated damages liability for such Union. This section is a prerequisite to the Unions' agreeing to the liquidated damages provision.

Section 13.2: The new language in this section does not constitute a material change but simply moves the required trust agreement provisions from the Attachment A, Agreement to be Bound to the body of the Agreement as requested by County staff.

Section 14.1: As discussed on our call, the reference to "Union" in this sentence made no sense given that unions have no compliance obligations under California prevailing wage law. The law imposes obligations only on contractors and awarding bodies.

Sonoma County Project Labor Agreement Policy

The Ad-hoc report calls for a split PLA threshold of \$25/\$10 million. In order to maximize the benefits of the Project Labor Agreement Policy a threshold of \$10 million needs to be established.

The PLA policy already requires that contracts be awarded based upon the lowest responsible bid requirements of state and federal law making the bid alternate approach un-necessary.

The changes outlined in this letter have been incorporated into the Project Labor Agreement Template and Policy that the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council are presenting as an alternate to the PLA Ad-hoc recommendations.

Sincerely,



Jack A. Buckhorn
Secretary-Treasurer
Sonoma, Mendocino and Lake Counties
Building & Construction Trades Council

cc: Cory O'Donnell, County Counsel
attachments: PLA Template - Building Trades; PLA Policy - Building Trades

**Policy Regarding Project Labor Agreements
To Promote Use of Local Contractors and Local Workforce on Construction Projects**

The County of Sonoma recognizes that strategies that promote the use of local businesses and workers help create a sustainable economy and improve the overall quality of life for residents of the County. The use of local businesses helps retain local dollars within the community and strengthen employment.

The County periodically awards construction contracts, which employ a significant number of workers in various trades. Many local residents possess the skills required of such construction efforts and are in need of employment. The County of Sonoma encourages, within the constraints of current state and federal law, the employment of local contractors and local workforce on County construction projects. The County also has a strong interest in workforce training and development, and creating career opportunities that ensure adequate wages and health, welfare and retirement benefits for workers.

Policy Recommendation:

To encourage the use and development of a local workforce¹ and to ensure that County projects progress without delays due to labor disputes, consistent with existing state and federal law and the interests of the public, the County will negotiate project labor agreements (PLAs) or for significant new construction projects under the following conditions:

- The construction cost is budgeted at over \$10 million for state, local or federally funded projects.²
- All key terms are agreed to as set forth in the Attachment "A" PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices
- All trades and unions are signatory to the PLA; there will be only one agreement per project

¹ Consistent with existing County policies, "local" means any of the following:

For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or contractor employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.

² For federally funded projects, the ability to use a PLA (or similar agreement) and the terms of any such agreement may be subject to federal agency requirements and/or approval. In such cases, compliance with the federal funding agency's requirements will supersede this Policy.

Process:

When an eligible construction project is identified, staff will present a project specific PLA (or similar agreement) to the Board for consideration before advertising for bids. In negotiating a project specific PLA, staff should consider the conditions listed above as well as the level of risk of labor strife that could impact the project, the project's budget, schedule, scope and complexity, the number of trades required, opportunities for workforce training and development, how the use of a PLA or other mechanism may impact the number or quality of bidders on the project, and specific requirements imposed by a funding agency, if any. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements which may be imposed by a funding agency.

**PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]**

This Agreement is entered into this ___ day of _____, 2013 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), and the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”) and the local Unions with geographic jurisdiction in Sonoma County including those that are affiliated with the Building and Construction Trades Department of the AFL-CIO and have executed this Agreement, for the purpose of the construction of the County’s [insert project name]. The central purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

- A. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Sonoma County Board of Supervisors has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- B. A variety of construction skills and crafts will be required to complete the construction work on the Project, including those skills and crafts represented by the Unions and their members who are employed by contractors and subcontractors that are signatory to collective bargaining agreements with such unions.
- C. It is recognized that on a project with multiple contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work.
- D. The Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- E. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end

that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

- F. The County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals.
- G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as such legally binding agreements exist between a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project.
- I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement (or "PLA").
- 1.2 "County" means Sonoma County, California.
- 1.3 "Contractor" means all contractors, subcontractors or other persons or entities performing, assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work. As used herein, the term "Contractor" includes all such contractors, subcontractors, persons or entities, including the General Contractor.
- 1.4 "General Contractor" means the Contractor awarded the Project by the County.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the County that are necessary to complete the Project.

- 1.6 "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.
- 1.7 "Local" means any of the following: For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or a contractor that employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060.
- 1.9 "Project" means the *[insert description of the project]*.
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.
- 1.11 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.
- 1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations who have executed this Agreement.
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. Once a construction contract is

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completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. This Agreement covers [insert project specific covered work]. The on-site construction covered by this Agreement shall also include the site of any batch plant constructed solely to supply materials to the Project. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting, however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill and/or mud shall be covered by the terms and conditions of this Agreement. This Agreement also covers all on-site fabrication, which includes work done for the Project in temporary yards or areas near the Project, and all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly a part of the Project, provided such work is covered by a provision of a local Master Agreement or national agreement of the applicable Union. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as "Covered Work."

2.3 Exclusions:

- (1) This Agreement is not intended to, and shall not govern any construction work performed on any other County project, or any construction work performed prior to the effective date of this Agreement, or after its expiration or termination.
- (2) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.
- (3) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.
- (4) The Agreement shall not apply to any work performed by County employees or non-construction support services contracted for by the County, or to work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee. Any contracts for Professional Services for the Project or for construction management services for this Project shall not be affected by this Agreement.

ARTICLE III

SUBCONTRACTING

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- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be bound.
- 3.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.
- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Trades Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.
- 3.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.
- 3.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Trades Council, Unions, County and Contractors agree that for the duration of the Project:
- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.
 - (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
 - (c) A Union shall not be liable for acts of employees that it does not represent. The business manager of any Union representing employees that are engaged in a violation of this Article shall immediately instruct, order and use the best efforts of his or her office to cause such employees to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.
 - (d) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
 - (e) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a

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new or modified collective bargaining agreement is reached between the Union and the Contractor. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.

- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 4.1 is alleged to have occurred:
- (a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected.
 - (b) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Trades Council, and to the involved Union, if a Union is alleged to be in violation.
 - (c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
 - (d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.
 - (e) The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the

opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.

- (f) Such award shall be final and binding on all parties and may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner: Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.
- (g) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
- (h) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
- (i) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.

- 4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE V

JURISDICTIONAL DISPUTES

- 5.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in

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accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

- 5.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

5.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Sonoma, Mendocino and Lake Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

- 5.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 5.4 Each Contractor shall participate in a pre-job conference with the Trades Council, the Project Manager and Unions as appropriate prior to commencing construction work on the Project, to discuss and establish the scope of work for each Contractor for the Project. The County will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A Joint Labor/Management Administrative Committee will be formed consisting of the Project Manager, two (2) Union representatives and two (2) Contractor representatives selected by the Unions and the General Contractor, respectively. Committee meetings will be held on a monthly basis. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.

Representatives of the County may participate at its request. The Committee may form subcommittees to consider and advise the full Committee on issues affecting the Project, including but not limited to, compliance with apprenticeship and workforce training programs provisions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION RECOGNITION

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.

- 8.3 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

MANAGEMENT'S RIGHTS

- 9.1 The County and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Except as provided in Section 2.1, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE X

HIRING & REFERRAL

- 10.1 Contractors that are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker meets all of the following:
- i. Possesses any license required by state or federal law, if any, for the Project work to be performed;
 - ii. Has been on the Contractor's active payroll for at least one hundred twenty (120) days of the two hundred (200) working days prior to the Notice to Proceed or equivalent authorization granted by the County to begin work on the Project; and
 - iii. Has the ability to safely perform the basic functions of the applicable trade.

- 10.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:
- i. Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.
 - ii. Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.
- 10.3 If there is any question regarding an employee's eligibility under Section 10.1 or 10.2, the Contractors shall provide documentation showing compliance with Section 10.1 or 10.2 upon the request of the Trades Council or any Union.
- 10.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Union(s) provided that the Contractor complies

with Article VII (Non-discrimination).

- 10.5 Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 10.6 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.
- 10.7 The parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the signatory local unions and programs developed pursuant to this Agreement.

ARTICLE XI

PROJECT SITE SECURITY

- 11.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site consistent with State and Federal law. Contractor shall not be liable to pay standby pay to any employee rejected by County.

[Insert any Project specific security requirements (e.g., airport, detention facilities, etc.)]

ARTICLE XII

APPRENTICES & WORKFORCE TRAINING PROGRAMS

- 12.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code Section or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.

- 12.2 The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, Contractors, the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.
- 12.3 To further accomplish these goals, the Contractors, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, such as Career Technical Education programs, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XIII

WAGES & BENEFITS

- 13.1 All employees covered by this Agreement shall be classified and paid wages and other compensation in accordance with the then current multi-employer Master Agreement of the applicable Union, and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law.
- 13.2 Except as provided for in 13.3, Contractors that are not signatory to a Union Master Agreement (“non-signatory Contractor”) shall be required to make the benefit payments specified in 13.1, provided that only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the applicable Master Agreement are required to be paid by such non-signatory Contractor. In the event a non-signatory Contractor is required to make benefit payments pursuant to this Section, it agrees to be bound by the legally established trust agreements designated in the applicable Master Agreement, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and ratifies and accepts the trustees that have been so appointed.
- 13.3 Notwithstanding any other provision of this Article, any non-signatory Contractor that has been contributing to health and welfare and pension

benefit plans on behalf of a core worker for the period that such employee has been on the Contractor's active payroll may elect to continue to contribute to such benefit plans on behalf of such employee in lieu of payments to the Union's health and welfare and pension plans provided the health and welfare and pension benefit plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. The Joint Labor/Management Administrative Committee shall determine whether the health and welfare and pension benefits plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. Any non-signatory Contractor asserting that its health and welfare and pension benefits plans provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans shall submit such benefit plans and supporting documentation to the Committee for evaluation. Any dispute regarding the determination of the Committee shall be considered a grievance and submitted to arbitration pursuant to Article XVI.

ARTICLE XIV

COMPLIANCE & REPORTING

- 14.1 The Trades Council shall establish a means by which to monitor and investigate Contractor compliance with the applicable provisions of California prevailing wage law in order to assure the County that no violations of law occur. The County agrees to provide the Trades Council or its designated representative with copies of certified payroll records submitted by the Contractors and any other information requested by the Trades Council that may be required to determine compliance with applicable prevailing wage requirements. The County retains control over determining what information to provide to the Trades Council. A prevailing wage compliance report shall be presented to the County on a quarterly basis.
- 14.2 The Trades Council will assist the County in monitoring compliance with and reporting on Project specific apprenticeship, workforce training and development, and affirmative action requirements (including but not limited to Disadvantaged Business Enterprise and Minority Business Enterprise requirements), if applicable. *[Insert project specific requirements]*

ARTICLE XV

HOURS OF WORK

- 15.1 Eight (8) hours of labor per day with one-half hour designated as an unpaid period for lunch shall constitute a standard work day, and forty (40) hours shall constitute a regular work week.
- 15.2 Overtime and holiday pay will be in compliance with the applicable Master Agreements and the general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The Contractors, Unions, and the employees, collectively and individually, recognize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance, and the parties agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 16.2 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement (other than trade jurisdictional disputes), the same shall be settled by means of the following procedures:

Step 1

- (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter

ATTACHMENT 6
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within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

- (b) Should the Union or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2

- (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

- (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.
- (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have

authority to change, amend, add to or detract from any of the provisions of this Agreement.

- 16.3 The General Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.
- 16.4 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 16.5 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the General Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 16.6 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 16.7 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 16.8 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE XVII

HELMETS TO HARDHATS

- 17.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

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services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

- 17.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE XVIII

SAVINGS CLAUSE

- 18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

DRUG TESTING PROTOCOL

- 19.1 The parties agree that the Memorandum of Understanding ("MOU") on Drug Abuse and Prevention and Detection (Attachment ___) negotiated with the various General Contractor Associations and the Basic Trades' Unions shall be the policy and procedure utilized under this Agreement.

ARTICLE XX

ENTIRE AGREEMENT

- 20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.
- 20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.
- 20.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.
- 20.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

ARTICLE XXI

TERM

- 21.1 This Agreement shall become effective on the date of execution by the County and Trades Council, whichever is later, and shall continue in effect until the completion of Covered Work pursuant to Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

ATTACHMENT 6
BUILDING TRADES DRAFT
TEMPLATE AGREEMENT

COUNTY OF SONOMA

SONOMA, MENDOCINO AND LAKE
COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

By:

[INSERT SIGNATURE BLOCKS FOR UNIONS]

ATTACHMENT A

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.3 of the Project Labor Agreement for the [insert project name] ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.9 and 2.2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____

Name of Contractor

(Authorized Officer & Title)

(Address)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: January 14, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors 565-2241

Supervisorial District(s):

All

Title: Establish assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2014.

Recommended Actions:

Each year the Board approves assignments and department liaison responsibilities for the upcoming year. Special assignments include committees, governing boards of independent government entities, etc. for which Board members serve as part of the official duties associated with the office of Sonoma County Supervisors, Directors, and Commissioners.

Attached is a copy of the assignment listing for 2013. Once the Board has approved 2014 assignments, a completed list will be placed on file with the Clerk of the Board, and will be posted on the Board's website.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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:

2013 List of Special Assignments

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

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2013 Board of Supervisors Assignments – **Adopted 2/26/13**

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Appointments to County Initiated Committees							
Advertising Program (2)		Reviews multi-year financial projections and provides feedback on funding designations for the new year as recommended by staff. Assures that staff's work plan is in alignment with the full Board's priorities regarding the program.				X	X
Health Action (1 + Alt)		Identifies priority health and health care issues and develops specific recommendations on local approaches to promote the health of our community and improve the health care delivery system.	P		A		
Solid Waste Advisory Group (2)		The Sonoma County/City Solid Waste Advisory Group makes recommendations on solid waste system planning and operations, such as, appropriate regional solid waste projects, priorities, schedules and funding sources to be considered by the Member Jurisdictions.		X	X		
Upstream Investments (2 +A)		Chartered by the Board of Supervisors to understand the antecedents to criminal behavior and to identify upstream interventions that reduce downstream criminal justice costs.	A (appointed 8/13/13)		X		X
Water Advisory Committee (Appointed by Water Agency Board of Directors) (1 + Alt)		Advises the Agency's Board of Directors on policy and fiscal matters affecting the Water Contractors, and helps make decisions regarding water supply issues in the Agency's service area. Members of the WAC are appointed by their respective city council or board, and represent the major cities and water districts that receive water via the Sonoma County Water Agency's aqueduct system. Alternate shall serve only in the absence of the primary representative.	A				P

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Appointments to External Boards and Committees							
Countywide							
Building Economic Success Together (BEST) (2P)		BEST is a collaborative partnership between the private and public sectors with a goal of creating jobs and encouraging economic vitality. It works towards encouraging the following objectives and initiatives in partnership with the Sonoma County Economic Development Board and Workforce Investment Board: (1) Business retention and expansion; (2) Create a strong, vibrant and supportive business climate; (3) Foster innovative businesses; (4) Attract new businesses providing high quality jobs; (5) Build a world class workforce based on educational attainment.		P	P		
Library Joint Powers Agreement (JPA) Review Advisory Committee (1P + 1 Alt)	8/9/12	Established by the Sonoma County Mayors & Council members' Board of Directors. Composition of a committee to be made up of 11 members: 9 members representing one from each city; 1 member from the County; and 1 member from the Library Commission. Appointments can be an elected official, staff member, or other individual as designated by each of the jurisdictions. The committee's objective is to develop recommendations for the approval of Councils and Board of Supervisors to update the JPA Library System governing document.				P	A
Local Agency Formation Commission (2 + Alt)		A separate government agency established by state law to oversee orderly development of the county related to the boundaries of local governments. LAFCO can approve or deny annexations or changes to these boundaries and can make determinations allowing the provision of services by a local government outside of its boundary.	P	A			P

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
North Coast Air Basin Control District (1P + 1 Alt)		Air districts are grouped by air basins which represent an air shed. Northern Sonoma County belongs to the North Coast Air Basin along with Mendocino County Air Quality Management District (AQMD) and the North Coast Unified AQMD. By statute, these Districts are members of the North Coast Air Basin Control Council (BCC). A representative from Lake County Air Pollution Control District also participates through an MOU. The purpose of the BCC is to work with the Districts to coordinate all air pollution control activities and programs to best serve the public and ensure that the North Coast Air Basin is, or will be, in compliance with the requirements of State and Federal law.			A	P	
Sonoma Clean Power Authority		Sonoma Clean Power (SCP) is the new, locally controlled electricity provider in Sonoma County. SCP provides residential and business customers across the county the option of using environmentally friendly power, generated by renewable sources, like solar, wind and geothermal. At <i>competitive</i> rates. SCP is a non-profit agency, independently run by the Sonoma County cities that have joined the program and the County, which represents unincorporated communities. Participant cities: Windsor, Santa Rosa, Cotati, Sebastopol, and Sonoma, and Sonoma County	P	A (for Gorin)	P	A (for Zane)	
Remote Access Network Board (1)		The Remote Access Network Board (RAN) board shall determine the placement of RAN equipment within the county or counties, and coordinate acceptance, delivery, and installation of RAN equipment. The board shall also develop any procedures necessary to regulate the ongoing use and maintenance of that equipment, adhering to the policy guidelines and procedures adopted by the department. (California Penal Code Sections 11112.1-11112.7)			X		
Solid Waste Hearing Panel (1) 4 year term (1/1/2012 – 1/1/2016)		The hearing panel consists of three persons (The hearing panel consists of a solid waste technical expert, a member of the public at large, and a member of the Board of Supervisors) for the purpose of considering			X		

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
		various appeals related to the Sonoma County Local Enforcement Agency Solid Waste Hearing Panel (LEA) actions, such as, denial, suspension, or revocation of a permit, recommended permit conditions, or enforcement actions and the LEA's failure to act as required by law or regulation. DHS is certified LEA.					
SCERA (1 member - 3 Year Term) (Note: 3 year term expires 12/31/2015)		Sonoma County Employee Retirement Association - Sixth Trustee Position (qualified elector) Per provisions in the County Employees Retirement Law, the appointment of the fourth, fifth, sixth, and ninth trustees of the Retirement Board are to be members of the local community who are not qualified electors of the County and connected with County government, however one may be a member of the Board of Supervisors.		X			
Sonoma County Indian Gaming Local Community Benefit Committee (2P + 1 Alt)		Established by State statute, the LCBC is comprised of representatives from the County Board of Supervisors, the City of Healdsburg, and the Dry Creek Band of Pomo Indians, and is charged with selecting grants to be funded through the local Tribal Casino Account. LCBC meets one or two times per year, when funds are allocated by the State.	A		P	P	
Sonoma County Transportation Authority (3) (Note: 2 of the 3 members need to sit on SMART)		Serves as the coordinating and advocacy agency for transportation funding for Sonoma County and is governed by a twelve member Board of Directors who work to maintain and improve the transportation network.		X	X	X	
Sonoma Valley County Sanitation District (2P+ 1 Alt)		Board Chair and 1 st District Supervisor required members.	P	P		A	
Waste Management Agency JPA (1P + 1 Alt) Note: Alternate will be Susan Klassen, Interim Director, Transportation and Public Works Dept.	4/1992	The Sonoma County Waste Management Agency, formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste			X		

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
		recycling, planning and education					
Regional							
Association of Bay Area Governments (1P + 1 Alt) <i>(Note: 2 year term 7/1/12-6/30/14)</i>		Acts as the official planning agency for the SF Bay region, with a mission to strengthen cooperation among local governments.	A	P			
Bay Area Air Quality Management District (1) <i>(Note: 4 year term 1/6/13-1/6/17)</i>		Committed to attaining and maintaining air quality standards, increasing public awareness of positive air quality choices, developing and implementing protocol and policies for environmental justice.			X		
Bay Conservation Development Commission (1P + 1Alt)		Dedicated to the protection and enhancement of San Francisco Bay and its responsible use. Primary activities are planning the protection, enhancement, and restoration of wetlands; protecting wetlands, and balancing the protection of wetlands against other often high priority objectives.	P		A		
Community Advisory Board of the San Francisco Bay Water Transit Authority (1)		Assists and advises the WETA Board of Directors in carrying out its functions as a regional agency with responsibility for establishing and operating a comprehensive public water transportation system that connects communities, reduces congestion, and provides an emergency response capability. Members are primarily elected officials from around the bay area. WETA was established by SB 976, and replaces the WTA (Water Transit Authority). The intention of SB 976 is to improve the ability of ferries to respond in an emergency. SB 1093 provides additional detail regarding WETA's mandate.		X			

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Eel Russian River Commission (1P + 1 Alt)		Promotes proper watershed conservation and flood control measures, and promotes public and private economic development activities in the Eel and Russian River watersheds for the general benefit of the citizens in the participating counties of Humboldt, Mendocino and Sonoma.				P	A
FishNet 4C (1P + 1 Alt)		A County-based salmon protection and restoration program that brings together the Central California Coastal Counties of Mendocino, Sonoma, Marin, San Mateo, Santa Cruz and Monterey. Focus is on implementing on-the-ground restoration projects, employing best management practices during maintenance activities, and incorporating aquatic habitat protections into land use regulations and policies.	A				P
Golden Gate Bridge District (1)		Operates the Golden Gate Bridge and two public transit systems with a mission to provide safe and reliable operation, maintenance and enhancement of the Golden Gate Bridge and to provide transportation services, as resources allow, for customers within the U.S. Highway 101 Golden Gate Corridor.		X			
Northbay Watershed Association (1P + 1 Alt)		A group of 15 regional and local public agencies located throughout Marin, Sonoma, and Napa counties whose mission is to facilitate partnerships across political boundaries that promote stewardship of the North Bay watershed resources.			P		A
North Bay Water Reuse Authority - Sonoma County Water Agency Representative (1P + 1 Alt) <i>(Note: No official term)</i>	2/8/2011	Cooperative program in the North San Pablo Bay region that promotes sustainability and environmental enhancement by expanding use of recycled water.		P		A	

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
North Bay Water Reuse Authority – Sonoma Valley County Sanitation District Representative (1P + 1 Alt) <i>(Note: No official term)</i>	2/8/2011	Cooperative program in the North San Pablo Bay region that promotes sustainability and environmental enhancement by expanding use of recycled water.	P		A		
Northern California Counties Tribal Consortium (1P + 1Alt)		The Board of Supervisors for Napa, Solano, and Sonoma Counties formed this consortium to develop a common approach and strategy to address the off-reservation impacts of tribal gaming.			A	P	
Public Policy Facilitating Committee (3)		Created when the Sonoma County Water Agency, the National Marine Fisheries Service, the United States Army Corps of Engineers and the Mendocino Russian River Flood Control and Water Conversation Improvement District began a Section 7 consultation-a federal process, spelled out in the Endangered Species Act – on the Russian River project. The agencies were consulting on three listed fish species and meet annually or biannually to receive updates and information as the Biological Opinion is implemented.			X	X	X
Russian River Watershed Association (1P+ 1 Alt)		An association of nine cities, counties and special districts in the Russian River Watershed that have come together to coordinate regional programs for clean water, fisheries restoration and watershed enhancement, and to promote cooperation and implementation of projects that protect watershed resources, restore fisheries and improve water quality at reduced cost to taxpayers.				P	A
Sonoma/Marin Area Rail Transit II Board of Directors (2)		A passenger rail project located in San Francisco's North Bay providing rail service along 70 miles of the Northwestern Pacific Railroad alignment. Provides an alternative to Highway 101 traffic by upgrading the existing rail line and building a new bicycle/pedestrian pathway linking the 14 rail stations.		X	X		

State

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
CSAC Board of Directors (1P + 1 Alt)		Committed to representing county government before the California Legislature, administrative agencies and the federal government. Places a strong emphasis on educating the public about the value and need for the programs and services of California's 58 counties.		P		A	
Department Liaisons							
General Administrative Services		Board of Supervisors County Administrator County Clerk/Recorder/Assessor/ Registrar of Voters County Counsel Fairgrounds General Services Human Resources Information Systems Library		X			
Fiscal Services/Consumer Protection Services		Agricultural Commissioner Auditor-Controller-Treasurer-Tax Collector Retirement UC Cooperative Extension				X	
Development Services		Ag Preservation and Open Space District Community Development Commission Economic Development Board Emergency Services Permit & Resource Management Regional Parks Transportation & Public Works Water Agency/Sanitation					X

Assignment	Creation Date	Description	Gorin	Rabbitt	Zane	McGuire	Carrillo
Criminal Justice Services		Courts Administration District Attorney Law Library Probation & Juvenile Halls Public Defender Sheriff/Coroner			X		
Health and Human Services		Child Support Services In-Home Supportive Services (IHSS) Health Services Human Services	X				

X = Member, P = Primary, A = Alternate