

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

TUESDAY

MARCH 19, 2013

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, the Sonoma Clean Power 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.

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

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APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions, 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 18)

PRESENTATIONS/GOLD RESOLUTIONS

(Item1)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming March 17 through March 2, 2013 as National Land Surveyor's week in Sonoma County. (Fourth District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

AND

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

COMMUNITY DEVELOPMENT COMMISSION

OCCIDENTAL COUNTY SANITATION DISTRICT

RUSSIAN RIVER COUNTY SANITATION DISTRICT

SONOMA COUNTY WATER AGENCY

SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

2. Sonoma County Annual Audit Reports for Fiscal Year 2011-2012 – (A)Accept the Sonoma County Comprehensive Annual Financial Report (CAFR) for fiscal year 2011-2012, including separate reports for Sonoma County Fair and Exposition, Inc., Water Agency, Sonoma Valley County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Occidental County Sanitation District, Community Development Commission, Library, Transportation Project Fund, Transportation Trust Fund and Sonoma County Agricultural Preservation and Open Space District. (B) Accept the 2011-2012 Single Audit Reports for Sonoma County, Sonoma County Water Agency and the Sonoma County Sanitation Districts and Community Development Commission.

BOARD OF SUPERVISORS

3. Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District) – Approve Advertising Program grant awards to the following entity and authorize the County Administrator to execute contract with the following entity: Cloverdale Arts Alliance - Friday Night Live: \$300.

CONSENT CALENDAR (Continued)

COUNTY ADMINISTRATOR / COUNTY COUNSEL

4. Adopt an Ordinance adding Chapter 19, Article 4 of the Sonoma County Code to Prohibit Civil Harassment of Bicyclists and Pedestrians. (Second Reading – Ready for Adoption)

GENERAL SERVICES

5. Adopt an Ordinance amending Article 1, Section 18-1 and Articles II, III and IV of the County Code to revise parking requirements and restrictions, identify other ordinances addressing County requirements concerning speed restrictions and parking, and revise requirements concerning abandoned vehicles. (Second Reading – Ready for Adoption)
6. Installation of Electronic Bicycle Lockers at County Administration Center – (A) Authorize the Director of General Services Department to submit an application to the Bay Area Air Quality Management District requesting funds in the amount of \$70,000 to purchase and install 28 electronic bicycle lockers on the County Administration Center; (B) Adopt a Resolution authorizing the submittal of an application to the Metropolitan Transportation Commission requesting funds in the amount of \$35,480 to be used as a local match on the project; (C) Authorize the Director of General Services to accept these aggregated grant awards of up to \$105,480 and to execute a contract, subject to County Counsel approval, with eLock Technologies in a form approved by County Counsel and in an amount not to exceed \$99,984 for the manufacture, installation, and maintenance of the electronic bicycle lockers. (Third District)

HEALTH SERVICES

7. Community Transformation Grant Contracts – Authorize the Director of the Department of Health Services to approve the following agreements:
 - (A) Sixth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$10,795 for a new not to exceed contract total of \$119,330, expanding the scope of work to include Community Transformation Grant assessment and program support services for the Healthy Food Outlet Project, and extending the contract term by nine months for a new end date of September 30, 2014.
 - (B) Second amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$56,210 for a new not to exceed contract total of \$237,313, and expanding the scope of work to include program services related to providing technical assistance, support, and training to small retail food outlets on implementation of the Healthy Food Outlet Project for the period March 21, 2011 to September 30, 2016.
 - (C) Second amendment to an agreement with Roseland School District in an amount not to exceed \$13,920 for a new not to exceed contract total of \$87,692, expanding the scope of work to include program services related to implementing Active Recess at Roseland, Sheppard, and Roseland Creek Elementary Schools, and extending the contract term by nine months for a new end date of September 30, 2014.
 - (D) Agreement with Better World Advertising for the design, development, and placement of media and social network initiatives addressing nicotine addiction and promoting healthy beverages for the period March 19, 2013 to September 30, 2014 in an amount not to exceed \$376,000.

CONSENT CALENDAR (Continued)

8. Authorize the Director of Health Services to execute an agreement with EMSystems, LLC for an electronic patient care record database system available to all emergency services providers in the county for the period October 1, 2012 through September 30, 2014 in an amount not to exceed \$42,908.

REGIONAL PARKS

9. Adopt two Resolutions authorizing the Director of Regional Parks to apply for and execute agreements with the California Department of Transportation for the Sonoma Valley Trail planning grant and the Petaluma to Sebastopol Trail planning grant (First, Second and Fifth Districts).

RETIREMENT

10. Adopt a Resolution adopting the special election results declaring William L. Adams as the third trustee position (General) of the Sonoma County Employees' Retirement Association (SCERA) Board.

TRANSPORTATION AND PUBLIC WORKS

11. Adopt an Ordinance establishing a no parking zone along the east side of Dry Creek Road, beginning 188 feet southerly of the centerline of Lambert Bridge Road and extending southerly for a distance of 172 feet. (Second Reading – Ready for Adoption) (Fourth District)
12. Adopt an Ordinance establishing a no parking zone on Buena Vista Road as a safety measure. (#66015) (Second Reading – Ready for Adoption) (First District)
13. Adopt a Resolution authorizing the Director of Transportation and Public works to execute an agreement with the California Department of Parks and Recreation to accept up to \$42,753 for the installation of guardrail on the new Willow Creek Bridge (20C0570) on Willow Creek Road. (Fifth District)
14. Authorize the Chair to execute an agreement with Environmental Science Associates for \$34,800 with a term ending December 31, 2014 for hydraulic and geomorphic analysis of Gill Creek for the replacement of the River Road over Gill Creek Bridge. (Fourth District)
15. Authorize the Chair to sign an amendment to legal service and consulting agreement with bond counsel Richards Watson Gershon extending the agreement term from March 22, 2013 to June 30, 2014 and increasing to an amount not to exceed \$27,000. (Fifth District)
16. Approve and authorize the Chair to execute an agreement for professional services between the County of Sonoma and Associated Right of Way Services, Inc. in an amount not to exceed \$127,000 with a term ending December 31, 2014 for performance of right-of-way services for the Forestville Roundabout at Mirabel Road/State Route 116 Project. (Fifth District)

CONSENT CALENDAR (Continued)

17. Adopt a Resolution authorizing the Director of Transportation and Public Works to execute actions necessary for the purpose of obtaining state financial assistance provided by the California Emergency Management Agency (EMA) for Sonoma County Transit's on-board Video Security Systems for Fixed-Route Vehicles, and authorizing the Chair to execute the Authorized Agent Form required under the program.

MISCELLANEOUS

18. Approval of Minutes – Approve the minutes of the meeting of February 26, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors. (B) Approve the minutes of the meeting of February 26, 2013 for the Sonoma Valley County Sanitation District.

IV. REGULAR CALENDAR

(Items 19 through 22)

FIRE AND EMERGENCY SERVICES / GENERAL SERVICES

19. Approve the Fire and Emergency Services' Annapolis Fire Station construction project to be built at the Transportation and Public Works' Annapolis Road Yard. (Fifth District)

HEALTH SERVICES

20. Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$5,116,835 from the Sonoma County Department of Health Services to the California Department of Health Care Services for service enhancements for Medi-Cal and underserved populations with term of July 1, 2011 through September 30, 2013.

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)

21. Adopt a Concurrent Resolution amending Salary Resolution No. 95-0926 to change pensionable compensation and benefits for unrepresented, confidential, administrative management, department heads and the Board effective March 19, 2013.
22. Adopt a Concurrent Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the SEIU for the period of March 15, 2013 through October 31, 2015.

V. CLOSED SESSION CALENDAR

(Items 23 through 29)

23. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Authority to join other counties in appealing judgment – Name of Case: County of Colusa, et al., v Douglas. Sacramento Superior Court No. 34-2012-80001053 (Govt. Code Section 54956(d)(1)).
24. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Barella-Geney Corp., a California corporation dba North Bay Construction, Inc. vs. County of Sonoma, et al.; Sonoma County Superior Court Case No. SCV-249432 (Govt. Code Section 54956.9 (d)(1)).
25. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Sequoia Park Associates v. County of Sonoma, et al (Govt. Code Section 54956.9 (d)(1)).
26. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Cobblestone Homes, Inc., et al., SCV-253245 (Govt. Code Section 54956.9 (d)(1)).
27. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Conference with Labor Negotiator – Agency Negotiator: Fran Buchanan, IEDA Negotiator; Jerry Dunn, Director, Human Services Department; Diane Kaljian, Director, Adult & Aging Division, Human Services Department (Govt. Code Section 54957.6).
28. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).
29. 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)).

VI. REGULAR AFTERNOON CALENDAR

(Items 30 through 34)

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

30. Report on Closed Session.
31. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board 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.)
32. Permit and Resource Management Department: Review and possible action on the following:
- Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - Acts and Determinations of Project Review and Advisory Committee
 - Acts and Determinations of Design Review Committee
 - Administrative Determinations of the Director of Permit and Resource Management

PERMIT AND RESOURCE MANAGEMENT

33. **2:10 P.M. – PLP08-0116 – (FOURTH DISTRICT)**
- APPLICANT: Syar Industries, Inc.
 - LOCATION: Alexander Valley reach of the Russian River, Geyserville
 - ASSESSOR'S PARCEL NO.: N/A
 - ENVIRONMENTAL DOCUMENT: Categorical Exemption / Mitigated Negative Declaration / Environmental Impact Report
 - REQUEST: Conduct a public hearing and consider adopting a Resolution approving modifications to the Use Permit Conditions of Approval including a specific enhancement project for the Syar Instream Mining project.
34. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on March 26, 2013 at 8:30 a.m.

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

- March 26th (PM) – General Plan Amendments (1st Round)
- April 9th (PM) – Housing Authority Annual PHA Plan
- April 9th (PM) – CPH12-0004; State of California - Iron Rangers; Sonoma
- April 23rd (PM) – Consolidated Fee Hearings



County of Sonoma
Agenda Item
Summary Report

Agenda Item Number: 1
(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: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisory District(s):

Mike McGuire, 707-565-3758

Fourth

Title: Gold Resolution

Recommended Actions:

Adopt a Resolution proclaiming March 17 through March 23, 2013 as National Land Surveyors week in Sonoma County. (Fourth District)

Executive Summary:

Prior Board Actions:

Resolution March 2010.

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

None.



County of Sonoma
State of California

Date: March 19, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, PROCLAIMING MARCH 17-23, 2013 AS NATIONAL LAND SURVEYORS WEEK IN SONOMA COUNTY.

WHEREAS, private and public licensed land surveyors make significant contributions to land development in California; and

WHEREAS, land surveyors provide important services to California consumers, such as designing parcel and subdivision maps, surveying for grading and site preparation, providing the base for G.I.S. and G.P.S. systems, professional land division; and

WHEREAS, land surveyors in the Sonoma County Permit and Resource Management Department work together with other county agencies to serve our community; and

WHEREAS, as California continues to grow and develop, land surveyors will play an increasingly significant role in the future of the Golden State.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County proclaims March 17-23, 2013 as National Land Surveyors Week in Sonoma 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: 2
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors, 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

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Donna Dunk 565-3274

Supervisory District(s):

All

Title: Sonoma County Annual Audit Reports for Fiscal Year 2011-2012

Recommended Actions:

1. Accept the Sonoma County Comprehensive Annual Financial Report (CAFR) for fiscal year 2011-2012, including separate reports for Sonoma County Fair and Exposition, Inc., Water Agency, Sonoma Valley County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Occidental County Sanitation District, Community Development Commission, Library, Transportation Project Fund, Transportation Trust Fund and Sonoma County Agricultural Preservation and Open Space District.
2. Accept the 2011-2012 Single Audit Reports for Sonoma County, Sonoma County Water Agency and the Sonoma County Sanitation Districts and Community Development Commission.

Executive Summary:

Comprehensive Annual Financial Report:

This report contains the County of Sonoma Comprehensive Annual Financial Report (CAFR) for fiscal year end 2012, and separate audit reports of the Fair and Exposition, Water Agency, Sonoma Valley County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Occidental County Sanitation District, Community Development Commission, Library, Transportation Project Fund, Transportation Trust Fund and Sonoma County Agricultural Preservation and Open Space District. These separate audits were performed by various CPA's with whom the agencies contracted and are included for your acceptance. Some of these audits are also taken separately to other boards and commissions (e.g. the Fair Board and the Library Commission). The financial information from these independent audits is included in the CAFR in accordance with Governmental Accounting Standards Board Pronouncement #14 and all were deemed to be "fairly" presented.

The CAFR is prepared by the Auditor-Controller-Treasurer-Tax Collector and is audited by Macias, Gini and O'Connell LLP (MGO). It contains the audited financial statements as well as segment information on all of the County's Enterprise, Special Revenue, Debt Service, Capital Projects and fiduciary net assets. The CAFR also contains statistical information for the past ten years.

In the opinion of MGO, the financial information contained in the CAFR “presents fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information.” The CAFR was submitted to the Government Finance Officers Association’s annual “Certificate of Achievement for Excellence in Financial Reporting” awards program. The County has received the award for excellence in financial reporting continuously since 1992.

Single Audit Report:

The Single Audit Report is a schedule of expenditures of federal awards received by the County for various programs as outlined in the report. The report is prepared by the Auditor-Controller-Treasurer-Tax Collector (ACTTC) and audited by Macias, Gini and O’Connell LLP (MGO). The Single Audit Report contains information on the review of internal controls and specific compliance requirements related to grants based upon Office of Management and Budget (OMB) Circular A-133 guidelines. The Single Audit can be viewed as having two objectives. One objective being a compliance audit of federal grant programs, and another to evaluate and report internal control observations that were noted as part of the financial audits. The 2011-2012 Single Audit received an “Unqualified Opinion” from MGO.

Findings & Recommendations (County CAFR and Single Audit):

In regards to internal control over financial reporting, MGO did not identify any deficiencies in internal control that they considered to be material weaknesses. However, MGO did identify a deficiency in internal control over financial reporting that they consider to be a significant deficiency in internal control over financial reporting. A significant deficiency is a deficiency, or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. Details of the significant deficiency in internal control identified are as follows:

1. **Preparation of the Schedule of Expenditures of Federal Awards (SEFA)** – MGO noted inaccuracies in the amount of federal expenditures reported on the SEFA for two programs. The County excluded \$1,538,653 in State Revolving Fund expenditures for the Sonoma County Energy Independence Program's State Energy Program. Also, the County excluded expenditures totaling approximately \$86,000 from its fiscal year 2011 SEFA related to Highway Planning and Construction Program, which were then included in the fiscal year 2012 SEFA. Related to the State Energy Program, the County does not have in place the proper internal control procedures to ensure all federal expenditures are properly reported. As for the Transportation and Public Works Department's Highway Construction and Planning Program (with schedules prepared by the Auditor-Controller-Treasurer-Tax Collector's Office), program expenditures were reported on the cash basis of accounting instead of the accrual basis of accounting. MGO recommends the ACTTC develop internal control procedures to ensure all federal expenditures are properly reported. The ACTTC agrees with the finding and will work with departments to help improve internal control procedures to ensure all federal expenditures are properly identified and reported on the accrual basis of accounting.

In regards to internal control over compliance, MGO did not identify any deficiencies that they considered to be material weaknesses. However, MGO did identify certain deficiencies in internal control over compliance that they consider to be significant deficiencies. Details of significant deficiencies in internal control over compliance are as follows:

1. **Subrecipient Monitoring – Award Notification (FY 2011 & 2012)** - MGO noted that the County did not have procedures and internal controls in place to ensure compliance with the OMB Circular A-133 requirement that subrecipients are notified of certain information related to federal awards. The auditor recommended that the County implement policies and procedures to ensure compliance with this requirement. Specifically MGO noted two subrecipients of the Department of Health Services that were

not provided with the CFDA number of the JAG grant awarded for FY 2012. The ACTTC and the Department of Health Services agreed with the finding and prior to June 30, 2012 the County did establish the appropriate internal control procedures to ensure the CFDA number is provided to subrecipients beginning with contracts with its subrecipients executed for fiscal year 2013.

2. **Subrecipient Monitoring – Subrecipient Audit Requirement (FY 2011 & 2012)** - MGO noted that the County does not have procedures and internal controls in place to ensure compliance with certain pass-through entity responsibilities, including ensuring that subrecipient's expending \$500,000 or more in federal awards during a fiscal year have met the audit requirements. The auditor recommended that the County implement policies and procedures to ensure that subrecipients who are required to have a single audit performed comply with the requirement. Specifically MGO noted two subrecipients of the Department of Health Services for which the County did not request a copy of the subrecipients' single audit report and/or verify that such report was completed. The ACTTC and the Department of Health Services agreed with the finding and are working to strengthen current policies and procedures to ensure compliance with this subrecipient monitoring requirement.

Findings & Recommendations (Community Development Commission (CDC):

1. The Auditor for the Community Development Commission noted a finding in their separately issued financial statements related to internal accounting and administrative controls. Details of that finding and CDC's response can be found on pages 73-81 of the CDC separately issued financial statements.

Status of Additional Findings from Prior Years (County CAFR & Single Audit):

As part of their audit, MGO followed up on the status of matters that they identified in the prior year that they believed warranted communication to the Board of Supervisors. The following summarizes the status of recommendations from prior audits:

1. **Physical Inventory of Capital Assets (FY 2010, 2011 & 2012)** – MGO noted the County's detailed capital asset inventory was not reconciled to the general ledger and recommended a physical inventory of all capital assets that is reconciled to the general ledger on an annual basis. The ACTTC agreed with the finding and is in the process of confirming and updating the capital assets inventory listing. The County anticipates completing this work in FY 2013-14.
2. **Capital Assets (FY 2011)** – MGO noted the County did not recognize the fair value of certain permanent conservation easements, donated to the Sonoma County Agricultural Preservation and Open Space District. As a result, the County restated beginning net assets of its governmental activities to record the fair value of the assets in the amount of \$59,583,717. MGO recommended the County design and implement procedures and internal controls to identify, value and record its permanent conservation easements and other donated assets. This should be accomplished through providing training to county departments, increased communication with department heads and thorough review of Board action items. The ACTTC agreed with the finding and this observation has been resolved.
3. **Deferred Revenue (FY 2011)** – MGO noted the County improperly recognized revenue from the State of California received in advance of qualifying expenditures through June 30, 2011 in the amount of \$13,198,811. The ACTTC and the Department of Health Services agreed with the finding and this observation has been resolved.

Management Letter Item:

As part of their audit, MGO noted one opportunity for strengthening internal control that they communicated to

management in a separate communication. MGO noted two instances of payments made subsequent to June 30, 2012 totaling \$989,064 that relate to fiscal year 2012 that were not properly accrued in fiscal year 2012 in the Human Services Department. Both instances involved the County receiving vendor invoices subsequent to year-end, and not including the estimated invoice amounts in the County's accounts payable and accrued liability balance as of June 30, 2012. MGO suggested that the County follow-up with staff to ensure that departments fully understand the County's accounting policies and procedures manual regarding the basic concepts of proper cutoffs and those personnel responsible for accruing payables at the accounting period end. The ACTTC agreed with this observation and will follow-up with staff to ensure that departments fully understand and are in compliance with the County's accounting policies and procedures manual regarding the basic concepts of proper cutoffs and personnel responsible for accruing payables at the accounting period end.

Prior Board Actions:

5/22/2012 – Board accepted the Sonoma County Annual Audit Reports for Fiscal Year 2010-2011

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Regular audit services help preserve the County's economic resources by reducing risk, improving controls, and ensuring fiscal transparency and public accountability.

Fiscal Summary - FY 12-13

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:
Attachment A: Report to the Board of Supervisors Attachment B: Sonoma County 2011-2012 Single Audit Report
Related Items "On File" with the Clerk of the Board:
CAFR Separate report of Fair and Exposition Separate report of Water Agency Separate report of Sonoma Valley County Sanitation District Separate report of Russian River County Sanitation District Separate report of South Park County Sanitation District Separate report of Occidental County Sanitation District Separate report of Community Development Commission (includes Single Audit Report) Separate report of Library Separate report of Transportation Project Fund (includes Single Audit Report) Separate report of Transportation Trust Fund Separate report of Sonoma County Agricultural and Open Space District Management Letter Single Audit for Sonoma County Water Agency Single Audit for Sonoma Valley County Sanitation District

COUNTY OF SONOMA

Report to the Board of Supervisors

For the Fiscal Year Ended June 30, 2012

COUNTY OF SONOMA

**Report to the Board of Supervisors
For the Fiscal Year Ended June 30, 2012**

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Honorable Members of the
Board of Supervisors of the County of Sonoma

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Sonoma, California (County), as of and for the fiscal year ended June 30, 2012, and have issued our report thereon dated January 22, 2013. Our report contained an explanatory paragraph describing the legislation enacted by the California State Legislature that provides for the dissolution of redevelopment agencies in the State of California. We did not audit the financial statements of the Sonoma County Community Development Commission (a major governmental fund), the Sonoma Valley County Sanitation District (a major enterprise fund), the Sonoma County Water Agency (debt service fund is a major governmental fund; enterprise fund is a major fund; special revenue fund is a nonmajor governmental fund; and an internal service fund), the Sonoma County Library (a nonmajor governmental fund), the Sonoma County Agriculture Preservation and Open Space District (a nonmajor governmental fund), the Sonoma County Fair and Exposition, Inc. (a nonmajor enterprise fund), the County of Sonoma Transportation Project Fund (Transit) (a nonmajor enterprise fund), the Occidental County Sanitation District (a nonmajor enterprise fund), the Russian River County Sanitation District (a nonmajor enterprise fund), and the South Park County Sanitation District (a nonmajor enterprise fund). Those financial statements were audited by other auditors whose reports thereon have been furnished to us. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 11, 2011. Professional standards also require that we communicate to you the information related to our audit that is included in the Required Communications section of this report. This report does not include the results of the other auditors testing of internal control over financial reporting or required communications that are reported on separately by those auditors.

In planning and performing our audit of the financial statements of the County of Sonoma, California (County), as of and for the fiscal year ended June 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the County's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given those limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

In addition, we have followed up on the status of a matter that we identified in the prior year that we believed warranted communication to the Board of Supervisors, which we have included in the Status of Prior Year Recommendation section of this report.

We also noted a matter that we reported to management of the County of Sonoma in a separate letter dated January 22, 2013.

This report does not affect our report dated January 22, 2013, on the basic financial statements of the County.

This report is intended solely for the information and use of the County Board of Supervisors and management of the County and is not intended to be and should not be used by anyone other than these specified parties.

We would like to thank the County's management and staff for the courtesy and cooperation extended to us during the course of our engagement. We have discussed our comments and suggestions with management and would be pleased to discuss them further.

Maclean Meiri & O'Connell LLP

Sacramento, California
January 22, 2013

COUNTY OF SONOMA**Report to the Board of Supervisors
Required Communications
For the Fiscal Year Ended June 30, 2012***Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. As described in Note 1(t) to the financial statements, the County changed how it accounts for its pension related activities by establishing the Employee Retirement Internal Service Fund to account for pension related activities including the annual required contribution, debt service payments of the pension obligation bonds, and collecting charges from departments through bi-weekly payroll. Accordingly, the adjustment to reflect the change in reporting perspective for these activities was reported as a restatement to beginning equity in the governmental funds statement of revenues, expenditures and changes in fund balances and proprietary funds statement of revenues, expenses and changes in fund net assets. We noted no transactions entered into by the County during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Depreciation estimates for capital assets
- Self-funded insurance liabilities
- Actuarial valuations of pension and other postemployment benefit obligations and required contributions
- Landfill postclosure care costs

Depreciation expense is based on management's estimate of the useful lives of the related capital assets. Management's estimate of the County's self-funded insurance liabilities is actuarially determined based on the County's loss history. The actuarial pension data contained in Note 12 to the financial statements and required supplementary information (unaudited) is based on actuarial calculations performed in accordance with the parameters set forth in GASB Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*. The actuarial data for other postemployment benefit obligations contained in Note 13 to the financial statements and required supplementary information (unaudited) is based on actuarial calculations performed in accordance with the parameters set forth in GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. Management's estimate of its landfill postclosure care costs is determined using methods and assumptions consistent with GASB Statement No. 18, *Accounting for Municipal Solid Waste Landfill Closure and Postclosure Care Costs*. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to each opinion unit's financial statements taken as a whole.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

COUNTY OF SONOMA**Report to the Board of Supervisors
Required Communications (Continued)
For the Fiscal Year Ended June 30, 2012***Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 22, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

COUNTY OF SONOMA**Report to the Board of Supervisors
Status of Prior Year Recommendation
For the Fiscal Year Ended June 30, 2012****PHYSICAL INVENTORY OF CAPITAL ASSETS**

The County's detailed capital asset inventory was not reconciled to the general ledger and includes numerous fully depreciated assets that may no longer be in use. We recommend that management perform a physical inventory of all capital assets and reconcile the inventory to the general ledger on an annual basis.

Original Management's Response:

Management and staff within the Auditor-Controller-Treasurer-Tax Collector's Office will use available resources to the extent possible to perform an inventory of current capital assets including land, buildings and improvements, and machinery and equipment, to ensure the general ledger reflects the current disposition of all assets. These efforts may be hampered by budget constraints that have required a reduction in staff in FY 10-11 and FY 11-12, however we understand the importance of this internal control and will make as much progress as we possibly can, given our limited resources.

Additionally, to the extent possible, we will update the current policies and procedures in place with the intent of implementing robust internal controls over capital assets to ensure that the general ledger properly reflects all capital asset related activity for future periods.

Status:

In progress. The County has completed the process of confirming and updating the capital asset inventory listing for equipment, and made significant progress in reconciling the assets to the general ledger in the areas of land, intangibles and infrastructure. The County will initiate a similar process for reviewing and reconciling buildings and improvements in the next fiscal year. The County anticipates completing this work in fiscal year 2013-14.

COUNTY OF SONOMA
SCHEDULE OF UNCORRECTED FINANCIAL STATEMENT MISSTATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2012
(Dollars in Thousands)

Government-Wide Financial Statements - Governmental Activities

Impact of Adjustments on Government-Wide Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Statement of Net Assets			Changes in Net Assets			
	Assets	Liabilities	Net Assets	Revenues	Expenses	Beginning Net Assets	Ending Net Assets
1 To accrue expenses existing as of 6/30/2012.	\$ -	\$ 592	\$ (592)	\$ -	\$ 592	\$ -	\$ (592)
2 To accrue expenses existing as of 6/30/2012.		397	(397)		397		(397)
3 To adjustment investments for fair value per GASB 31.	483	-	483	483	-	-	483
4 To adjust current year expenses for previously unrecorded capital assets added in the current year, which should have been an adjustment to beginning equity.	-	-	-	-	5,488	5,488	-
Total	\$ 483	\$ 989	\$ (506)	\$ 483	\$ 6,477	\$ 5,488	\$ (506)
Financial statement amounts	\$ 2,389,853	\$ 1,153,072	\$ 1,236,781	\$ 835,787	\$ 759,194	\$ 1,137,065	\$ 1,236,781
Impact as a percentage of financial statement amounts	0.02%	0.09%	-0.04%	0.06%	0.85%	0.48%	-0.04%

Government-Wide Financial Statements - Business-Type Activities

Impact of Adjustments on Government-Wide Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Statement of Net Assets			Changes in Net Assets			
	Assets	Liabilities	Net Assets	Revenues	Expenses	Beginning Net Assets	Ending Net Assets
3 To adjustment investments for fair value per GASB 31.	\$ 90	\$ 1,090	\$ 90	\$ 90	\$ -	\$ -	\$ 90
Total	\$ 90	\$ 1,090	\$ 90	\$ 90	\$ -	\$ -	\$ 90
Financial statement amounts	\$ 614,214	\$ 226,151	\$ 388,063	\$ 146,782	\$ 131,522	\$ 374,091	\$ 388,063
Impact as a percentage of financial statement amounts	0.01%	0.48%	0.02%	0.06%	0.00%	0.00%	0.02%

Governmental Funds - General Fund

Impact of Adjustments on Fund Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Balance Sheet			Changes in Fund Balance			
	Assets	Liabilities	Fund Balance	Revenues	Expenditures	Beginning Fund Balance	Ending Fund Balance
3 To adjustment investments for fair value per GASB 31.	\$ 855	\$ -	\$ 855	\$ 855	\$ -	\$ -	\$ 855
5 To correct adjustment creating the new Pension ISF fund.	-	-	-	3,533	3,533	-	-
Total	\$ 855	\$ -	\$ 855	\$ 4,388	\$ 3,533	\$ -	\$ 855
Financial statement amounts	\$ 261,334	\$ 173,489	\$ 87,845	\$ 359,941	\$ 299,019	\$ 79,085	\$ 87,845
Impact as a percentage of financial statement amounts	0.33%	0.00%	0.97%	1.22%	1.18%	0.00%	0.97%

Governmental Funds - State Mandates Fund

Impact of Adjustments on Fund Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Balance Sheet			Changes in Fund Balance			
	Assets	Liabilities	Fund Balance	Revenues	Expenditures	Beginning Fund Balance	Ending Fund Balance
3 To adjustment investments for fair value per GASB 31.	\$ (334)	\$ -	\$ (334)	\$ (344)	\$ -	\$ -	\$ (344)
Total	\$ (334)	\$ -	\$ (334)	\$ (344)	\$ -	\$ -	\$ (344)
Financial statement amounts	\$ 143,687	\$ 2,662	\$ 141,025	\$ 58,516	\$ 28,970	\$ 123,811	\$ 141,025
Impact as a percentage of f/s amounts	-0.23%	0.00%	-0.24%	-0.59%	0.00%	0.00%	-0.24%

COUNTY OF SONOMA
SCHEDULE OF UNCORRECTED FINANCIAL STATEMENT MISSTATEMENTS (Continued)
FOR THE FISCAL YEAR ENDED JUNE 30, 2012
(Dollars in Thousands)

Governmental Funds - Human Services

Impact of Adjustments on Fund Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Balance Sheet			Changes in Fund Balance			
	Assets	Liabilities	Fund Balance	Revenues	Expenditures	Beginning	Ending
						Fund Balance	Fund Balance
1 To accrue expenses existing as of 6/30/2012.	\$ -	\$ 592	\$ (592)	\$ -	\$ 592	\$ -	\$ (592)
2 To accrue expenses existing as of 6/30/2012.	-	397	(397)	-	397	-	(397)
3 To adjustment investments for fair value per GASB 31.	(38)	-	(38)	(37)	-	-	(37)
Total	\$ (38)	\$ 989	\$ (1,027)	\$ (37)	\$ 989	\$ -	\$ (1,026)
Financial statement amounts	\$ 17,510	\$ 17,317	\$ 193	\$ 101,093	\$ 122,960	\$ 412	\$ 193
Impact as a percentage of financial statement amounts	-0.22%	5.71%	-532.12%	-0.04%	0.80%	0.00%	-531.61%

Proprietary Funds - Refuse

Impact of Adjustments on Fund Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Balance Sheet			Changes in Fund Balance			
	Assets	Liabilities	Fund Balance	Revenues	Expenses	Beginning	Ending
						Fund Balance	Fund Balance
3 To adjustment investments for fair value per GASB 31.	\$ 90	\$ -	\$ 90	\$ 90	\$ -	\$ -	\$ 90
Total	\$ 90	\$ -	\$ 90	\$ 90	\$ -	\$ -	\$ 90
Financial statement amounts	\$ 59,399	\$ 58,826	\$ 573	\$ 34,472	\$ 33,169	\$ 2,008	\$ 573
Impact as a percentage of financial statement amounts	0.15%	0.00%	15.71%	0.26%	0.00%	0.00%	15.71%

Aggregate Remaining Funds

Impact of Adjustments on Fund Financial Statements - Increase (Decrease)

Description (Nature) of Audit Difference	Statement of Net Assets/Balance Sheet			Changes in Equity			
	Assets	Liabilities	Equity	Increases	Decreases	Beginning	Ending
						Equity	Equity
3 To adjust investment at fair value per GASB 31.	\$ 3,497	\$ 1,090	\$ 2,407	\$ 2,407	\$ -	\$ -	\$ 2,407
Total	\$ 3,497	\$ 1,090	\$ 2,407	\$ 2,407	\$ -	\$ -	\$ 2,407
Financial statement amounts	\$ 1,717,695	\$ 695,534	\$ 1,022,161	\$ 4,620,820	\$ 4,717,972	\$ 1,036,759	\$ 1,022,161
Impact as a percentage of financial statement amounts	0.20%	0.16%	0.24%	0.05%	0.00%	0.00%	0.24%

COUNTY OF SONOMA, CALIFORNIA

Single Audit Reports

For the Fiscal Year Ended June 30, 2012

COUNTY OF SONOMA, CALIFORNIA
Single Audit Reports
For the Fiscal Year Ended June 30, 2012

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COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Agriculture			
<u>Direct Federal Programs</u>			
Rural Business Enterprise Grant (RBEG):			
Healthy Food Outlet Program	10.769	RBEG Grant	\$ 31,826
<u>Passed through the State Department of Food and Agriculture</u>			
Plant and Animal Disease, Pest Control, and Animal Care:			
Exotic Pest Detection Program	10.025	10-8520-1399-CA	\$ 165,087
Pierce's Disease Control Program	10.025	11-8500-0484-CA & 12-8506-0484-CA	278,341
European Grapevine Moth	10.025	10-8520-1317-CA	921,058
Forest Health Protection - Sudden Oak Death and Strategic Response	10.025	11-8523-0572-CA	19,052
Light Brown Apple Moth (LBAM) Regulatory	10.025	11-8520-1164-CA & 12-8520-1164-CA	39,900
Subtotal Plant and Animal Disease, Pest Control, and Animal Care			1,423,438
Inspection Grading and Standardization:			
ARRA - Recovery Act of 2009: Wildland Fire Management:			
ARRA - Skeleton and Iberian Starthistle Eradication Program	10.688	ARRA-09-DG-11059702-21	3,663
Subtotal Passed through the State Department of Food and Agriculture			1,427,101
<u>Passed through the State Department of Forstry and Fire Protection</u>			
Cooperative Forestry Assistance			
Volunteer Fire Assistance Program	10.664	11-DG-1152012-30	18,553
<u>Passed through the State Department of Social Services</u>			
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program (SNAP)	10.561	11609	5,624,217
<u>Passed through the State Department of Public Health</u>			
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	08-85432	2,435,468
State Administrative Matching Grants for the SNAP	10.561	11-10767	101,158
Subtotal Passed through the State Department of Public Health			2,536,626
<u>Passed through the State Department of Education, Nutritional Services Division</u>			
School Breakfast Program	10.553	02836-SN-49-R	180,609
Special Milk Program for Children	10.556	02837-SN-49-R	4,832
Summer Food Service Program for Children	10.559	CN110048	21,400
Subtotal Child Nutrition Cluster passed through the State Department of Education, Nutrition Services Division			206,841
Total U.S. Department of Agriculture			9,845,164
U.S. Department of Defense			
<u>Direct Federal Program</u>			
Navigation Projects	12.107	W912P7-11-P-0024, W912P7-12-P-0031	97,083
Total U.S. Department of Defense			97,083
U.S. Department of Justice			
<u>Direct Federal Programs</u>			
Edward Byrne Memorial State and Local Law Enforcement Assistance			
Discretionary Grants Program:			
Domestic Cannabis Eradication	16.unknown	2011-56	125,000
Drug Court Discretionary Grant Program	16.585	2009-DC-BX-0101	220,977
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program:			
Community Defined Solutions to Violence Against Women Grant Program	16.590	2009-WE-AX-0005	168,718
Public Safety Partnership and Community Policing Grants	16.710	2009-CK-WX-0046	79,254
Public Safety Partnership and Community Policing Grants	16.710	2009-CK-WX-0565	76,505
Subtotal Public Safety Partnership and Community Policing Grants			155,759
State Criminal Alien Assistance Program	16.606	2010-AP-BX-0407	707,167

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Justice (Continued)			
<u>Direct Federal Programs (continued)</u>			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2009-DJ-BX-0243	\$ 36,921
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2010-DJ-BX-1400	31,443
ARRA - Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants To Units of Local Governments	16.804	2009-SB-B9-2363	177,679
Subtotal JAG Program Cluster			<u>\$ 246,043</u>
Subtotal Direct Federal Programs			<u>1,623,664</u>
<u>Passed through the California Emergency Management Agency</u>			
Crime Victim Assistance	16.575	VW10290490	126,627
Edward Byrne Memorial Formula Grant Program: Anti-Drug Abuse Program	16.738	DC11220490	194,313
ARRA - Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants To Units of Local Government	16.804	ZO09010490	64,786
ARRA - Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants To Units of Local Government	16.804	ZP09010490	276,967
Subtotal JAG Program Cluster			<u>536,066</u>
Subtotal Passed through the California Emergency Management Agency			<u>662,693</u>
<u>Passed through the State Corrections Standards Authority</u>			
Juvenile Accountability Block Grants (JABG)	16.523	CSA 153-11	64,470
Total U.S. Department of Justice			<u>2,350,827</u>
U.S. Department of Labor			
<u>Passed through the State Employment Development Department</u>			
Workforce Investment Act (WIA) Cluster:			
WIA Adult Program	17.258	K074177, K178696	1,156,751
WIA Youth Activities	17.259	K178696, K282510	1,066,209
WIA Dislocated Worker Formula Grants	17.278	K178696, K282510	1,579,286
WIA Dislocated Worker Formula Grants - Rapid Response	17.278	K178696, K282510	188,103
Subtotal WIA Cluster passed through the State Employment Development Department			<u>3,990,349</u>
Total U.S. Department of Labor			<u>3,990,349</u>
U.S. Department of Transportation			
<u>Direct Federal Program</u>			
Airport Improvement Program	20.106	3-06-0241-39	164,158
Airport Improvement Program	20.106	3-06-0241-40	32,148
Airport Improvement Program	20.106	3-06-0241-33	244,361
Airport Improvement Program	20.106	3-06-0241-42	124,582
Subtotal Direct Federal Programs - Airport Improvement Program			<u>565,249</u>
<u>Passed through the State Department of Transportation</u>			
Highway Planning and Construction	20.205	BRLO-5920(125)	34,780
Highway Planning and Construction	20.205	BRLO-5920(126)	37,193
Highway Planning and Construction	20.205	BRLO-5920(127)	51,940
Highway Planning and Construction	20.205	BRLO-5920(129)	35,469
Highway Planning and Construction	20.205	BRLO-5920(131)	53,999
Highway Planning and Construction	20.205	BRLS-5920(045)	145,210
Highway Planning and Construction	20.205	BRLS-5920(092)	126,605
Highway Planning and Construction	20.205	BRLS-5920(118)	9,649
Highway Planning and Construction	20.205	CML-5920(112)	97,199
Highway Planning and Construction	20.205	STPLZ-5920(030)	1,144,035
Highway Planning and Construction	20.205	STPLZ-5920(050)	(88,530)
Highway Planning and Construction	20.205	STPLZ-5920(056)	17,639
Highway Planning and Construction	20.205	STPLZ-5920(059)	51,588
Highway Planning and Construction	20.205	STPLZ-5920(111)	51,178
Highway Planning and Construction	20.205	STPLZ-5920(135)	7,769

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Transportation (Continued)			
<u>Passed through the State Department of Transportation (continued)</u>			
Highway Planning and Construction	20.205	BHLO-5920(075)	\$ 327,193
Highway Planning and Construction	20.205	BHLO-5920(106)	30,447
Highway Planning and Construction	20.205	BHLO-5920(130)	25,814
Highway Planning and Construction	20.205	ER 4442(086)	167,287
Highway Planning and Construction	20.205	SRTSLNI-5920(114)	129,654
Highway Planning and Construction	20.205	SRTSL-5920(133)	1,216
Highway Planning and Construction	20.205	STPLH-5920(101)	142,170
Highway Planning and Construction	20.205	STPL-5042(051)	1,000,000
Highway Planning and Construction	20.205	STPL-5920(110)	391,695
ARRA - Highway Planning and Construction	20.205	ARRA-ESPL-5920(116)	716,138
ARRA - Highway Planning and Construction	20.205	ARRA-ESPL-5920(121)	2,514,427
Subtotal - Highway Planning and Construction passed through the State Department of Transportation			<u>\$ 7,221,764</u>
<u>Passed through the State of California Office of Traffic Safety</u>			
State and Community Highway Safety	20.600	AL1043	122,687
State and Community Highway Safety	20.600	3-2009-DC-BX-0085	38,098
Subtotal - State and Community Highway Safety passed through the State of California Office of Traffic Safety			<u>160,785</u>
<u>Passed through the California Emergency Management Agency</u>			
Interagency Hazardous Materials Public Sector Training and Planning Grants	20.703	097-0000-13/07	<u>6,668</u>
Total U.S. Department of Transportation			<u>7,954,466</u>
U.S. Environmental Protection Agency			
<u>Passed through the State of California Water Resource Control Board</u>			
Beach Monitoring and Notification Program Implementation Grant	66.472	09-11386, 10-95358	<u>25,000</u>
Total U.S. Environmental Protection Agency			<u>25,000</u>
U.S. Department of Energy			
<u>Direct Federal Programs</u>			
ARRA - Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128	ARRA-DE-SC0003184	647,417
<u>Passed through the State Energy Commission</u>			
ARRA - State Energy Program	81.041	ARRA-DE-EE0000221	<u>3,573,765</u>
Total U.S. Department of Energy			<u>4,221,182</u>
U.S. Department of Education			
<u>Passed through State Department of Rehabilitation</u>			
Rehabilitation Services - Vocational Rehabilitation Grants to States	84.126	27345	<u>99,007</u>
Total U.S. Department of Education			<u>99,007</u>
U.S. Department of Health and Human Services			
<u>Direct Federal Programs</u>			
Drug-Free Communities Support Program Grants	93.276	2H79SP014746-06	137,779
Health Care and Other Facilities	93.887	C76HF15616	59,369
Subtotal Direct Federal Programs			<u>197,148</u>
<u>Passed through the National Association of County and City Health Officials</u>			
Medical Reserve Corps Small Grant Program	93.008	IMRCSG101005-01	<u>1,709</u>

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Federal Expenditures	
U.S. Department of Health and Human Services (Continued)				
<u>Passed through the State Department of Aging</u>				
Special Programs for the Aging - Title VII, Chapter 3 - Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041	AP-1011-27	\$ -	\$ 6,834
Special Programs for the Aging - Title VII, Chapter 2 - Long Term Care Ombudsman Services for Older Individuals	93.042	AP-1011-27	-	35,794
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services	93.043	AP-1011-27	-	28,748
National Family Caregiver Support - Title III, Part E Aging Cluster:	93.052	AP-1011-27	-	213,397
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	AP-1011-27	-	\$ 726,621
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	AP-1011-27	84,477	625,751
Nutrition Services Incentive Program	93.053	AP-1112-27	-	205,975
Subtotal Aging Cluster				1,558,347
Affordable Care Act - Medicare Improvements for Patients and Providers	93.518	2M-1011-27	-	47,008
ARRA - Communities Putting Prevention to Work: Chronic Disease Self-Management Program	93.725	ARRA- 90 RA 0005/01	-	26,926
Medical Assistance Program (Medicaid) - Title XIX Medicaid Waiver Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.778	MS-1112-11	-	685,600
	93.779	HI-1112-27	307,570	171,995
Subtotal Passed through State Department of Aging			<u>\$ 392,047</u>	<u>2,774,649</u>
<u>Passed through the State Department of Mental Health</u>				
Projects for Assistance in Transition from Homelessness (PATH)	93.150	1946001347J5		67,574
Block Grants for Community Mental Health Services	93.958	1946001347J5		242,903
Subtotal passed through the State Department of Mental Health				<u>310,477</u>
<u>Passed through the State Department of Public Health</u>				
Project Grants and Cooperative Agreements for Tuberculosis Control Programs	93.116	TBCB-01-49		26,600
Immunization Cooperative Agreement	93.268	10-95409		180,737
Centers for Disease Control and Prevention - Investigations and Technical Assistance: Preparedness and Response to Bioterrorism	93.283	EPO 09-49, EPO 10-49 EPO P3-49, EPO P4-49, EPO 09-49, EPO 10-49		646,136
National Bioterrorism Hospital Preparedness Program	93.889	10-49		238,509
Preventive Health Services - Sexually Transmitted Diseases Control Grants Chlamydia Screening Project	93.977	09-11155		22,425
Medical Assistance Program - Adolescent Family Life - Title XIX	93.778	2011-49	222,461	
Medical Assistance Program - Maternal Child and Adolescent Health Grant - Title XIX	93.778	2010-49	238,856	
Subtotal Medical Assistance Program				461,317
Maternal and Child Health Services Block Grants to the States	93.994	2011-49	143,291	
Maternal and Child Health Services Block Grants to the States - Adolescent Family Life - Title V	93.994	2010-49	173,351	
Subtotal Maternal and Child Health Services Block Grants				316,642
Subtotal Passed through the State Department of Public Health				<u>1,892,366</u>
<u>Passed through the State Department of Health Care Services</u>				
Children's Health Insurance Program	93.767	not available		320,427
Medical Assistance Program - Administration	93.778	08-85136	1,855,127	
Medical Assistance Program - Children	93.778	not available	22,143	
Medical Assistance Program - Children	93.778	not available	410,729	
Medical Assistance Program - Children	93.778	not available	1,095,567	
Subtotal Medical Assistance Program				3,383,566
Subtotal passed through the State Department of Health Care Services				<u>3,703,993</u>
<u>Passed through the State Department of Education</u>				
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	CAPP-8070		162,982

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA No.	Federal Agency / Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services (Continued)			
<u>Passed through the State Department of Alcohol and Drug Programs</u>			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	10-NNA49	\$ 2,384,582
<u>Passed through the State Department of Social Services</u>			
Promoting Safe and Stable Families	93.556	22333	276,812
Refugee and Entrant Assistance - State Administered Programs	93.566	not available	22,220
Temporary Assistance for Needy Families - Program Administration	93.558	11001	\$18,055,037
Temporary Assistance for Needy Families - FGU Families (TANF) State Program	93.558	11001	<u>9,243,700</u>
Subtotal Temporary Assistance for Needy Families			27,298,737
Child Support Enforcement	93.563	1204CA4004	7,784,450
Stephanie Tubbs Jones Child Welfare Services Program - State Grants - Title IV-B	93.645	12313	317,969
Foster Care - Title IV-E	93.658	12307	4,304,093
Foster Care - Title IV-E - Administration	93.658	0601CA1401	1,251,641
Foster Care - Title IV-E - Administration	93.658	12307	<u>3,261,700</u>
Subtotal Foster Care - Title IV-E			8,817,434
Social Services Block Grant	93.667	12307	1,484,294
Adoption Assistance	93.659	12402	2,136,039
Adoption Assistance - Administration	93.659	12402	<u>769,177</u>
Subtotal Adoption Assistance			2,905,216
Chafee Foster Care Independent Program	93.674	12332	117,795
Medical Assistance Program	93.778	05-45175	12,641,077
Subtotal Passed through the State Department of Social Services			<u>61,666,004</u>
<u>Passed through the California Secretary of State</u>			
Voting Access for Individuals with Disabilities Grants to States	93.617	11G26146	19,306
Total U.S. Department of Health and Human Services			<u>73,113,216</u>
U.S. Department of Homeland Security			
<u>Direct Federal Programs</u>			
Assistance to Firefighters Grant Program	97.044	EMW-2010-FV-05316	310,650
<u>Passed through the California Emergency Management Agency</u>			
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR - 1628	637,998
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	DR - 1646	25,671
Subtotal Disaster Grants - Public Assistance (Presidentially Declared Disasters)			663,669
Emergency Management Performance Grant	97.042	2011-0048	268,433
Homeland Security Grant Program (HSGP)	97.067	2009-0019	444,369
Homeland Security Grant Program (HSGP)	97.067	2010-0085	524,556
Homeland Security Grant Program (HSGP)	97.067	2011-SS-0077	26,917
Subtotal Homeland Security Grant Program (HSGP)			995,842
Buffer Zone Protection Program (BZPP)	97.078	2008-0008	189,935
Buffer Zone Protection Program (BZPP)	97.078	2010-BF-TO-0020	140,469
Subtotal Buffer Zone Protection Program (BZPP)			330,404
Subtotal Passed through the California Emergency Management Agency			<u>2,258,348</u>
<u>Passed through the Marine Exchange of the San Francisco Bay Region</u>			
Port Security Grant Program	97.056	2008-GB-T8-K063	224,438
<u>Passed through the Bay Area Urban Area Security Initiative</u>			
Regional Catastrophic Preparedness Grant Program (RCPPG): Urban Area Security Initiative	97.111	2009-0019	118,500
Total U. S. Department of Homeland Security			<u>2,911,936</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 104,608,230</u>

See accompanying notes to the Schedule of Expenditures of Federal Awards.

COUNTY OF SONOMA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2012

NOTE 1 – GENERAL

The accompanying schedule of expenditures of federal awards (SEFA) for the fiscal year ended June 30, 2012, presents the activity of all federal award programs of the County of Sonoma, California (County) with the exception of the federal award programs of the Sonoma County Community Development Commission, the Sonoma County Water Agency, the County of Sonoma Transportation Project Fund (Transit), the Sonoma Valley County Sanitation District, and the Sonoma County Library, which were subject to separate audits by independent auditors.

The expenditures incurred under federal award programs audited by other auditors are as follows:

Sonoma County Community Development Commission	\$ 30,491,654
Sonoma County Water Agency	6,324,912
County of Sonoma Transportation Project Fund (Transit)	4,931,986
Sonoma Valley County Sanitation District	957,932
Sonoma County Library	20,000

The County reporting entity is defined in Note 1 to the County's basic financial statements. All federal awards received directly from federal agencies, as well as federal awards passed through other government agencies, are included on the SEFA. The SEFA also includes certain expenditures of State awards required by the State Department of Aging.

NOTE 2 – BASIS OF ACCOUNTING

The accompanying SEFA is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in Note 1 to the County's basic financial statements.

NOTE 3 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBERS

The CFDA numbers included in the accompanying SEFA were determined based on the program name, review of grant contract information and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

NOTE 4 – PASS-THROUGH ENTITY IDENTIFYING NUMBERS

The County has included in the SEFA the identifying numbers for pass-through grants when such information has been provided by the pass-through entities. For grants that the County was not provided with such information by the pass-through entities, the County has indicated the pass-through identifying numbers as "not available."

COUNTY OF SONOMA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

NOTE 5 – AMOUNT PROVIDED TO SUBRECIPIENTS

Of the total federal expenditures presented in the SEFA, the following amounts were passed through to subrecipients:

Program Title	CFDA Number	Amount Provided to Subrecipients
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	\$ 1,245
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	47,601
Rural Business Enterprise Grant (RBEG)	10.769	20,653
Drug Court Discretionary Grant Program	16.585	175,876
Edward Byrne Memorial Justice Assistance Grant Program	16.738	32,981
ARRA - Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Government	16.804	215,649
WIA Youth Activities	17.259	861,399
Highway Planning and Construction	20.205	154,686
State and Community Highway Safety	20.600	159,020
Special Programs for the Aging - Title VII, Chapter 2 - Long Term Care Ombudsman Services for Older Individuals	93.042	35,794
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services	93.043	19,720
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	404,542
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	625,751
National Family Caregiver Support, Title III, Part E	93.052	187,809
Nutrition Services Incentive Program	93.053	205,975
Drug-Free Communities Support Program Grants	93.276	14,300
Center for Disease Control and Prevention - Investigations and Technical Assistance: Preparedness and Response to Bioterrorism	93.283	19,279
Affordable Care Act - Medicare Improvement for Patients and Providers	93.518	24,806
Centers for Medicare and Medicaid Services (CMS) Research, Demonstrations and Evaluations	93.779	130,953
Health Care and Other Facilities	93.887	59,369
National Bioterrorism Hospital Preparedness Program	93.889	90,173
Block Grants for Community Mental Health Services	93.958	242,903
Block Grants for Prevention and Treatment of Substance Abuse	93.959	1,931,344
Emergency Management Performance Grant	97.042	52,965
Homeland Security Grant Program	97.067	26,951
Total		<u>\$ 5,741,744</u>

COUNTY OF SONOMA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

NOTE 6 – PROGRAM TOTALS

The schedule of expenditures of federal awards does not summarize programs that cross agency funding sources. The following summarizes those programs that cross agency funding sources:

Program/Cluster Title	CFDA Number	Pass Through Grantor	Amount
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	State Department of Public Health	\$ 101,158
		State Department of Social Services	<u>5,624,217</u>
		Program Total	<u><u>\$ 5,725,375</u></u>
JAG Program Cluster	16.738 / 16.804	Direct Federal Program	\$ 246,043
		California Emergency Management Agency	536,066
		Cluster Total	<u><u>\$ 782,109</u></u>
Medical Assistance Program	93.778	State Department of Public Health	\$ 461,317
		State Department of Aging	685,600
		State Department of Health Care Services	3,383,566
		State Department of Social Services	12,641,077
		Program Total	<u><u>\$ 17,171,560</u></u>

COUNTY OF SONOMA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

**NOTE 7 – SCHEDULE OF STATE OF CALIFORNIA EMERGENCY MANAGEMENT
AGENCY GRANT EXPENDITURES**

The following represents the State of California Emergency Management Agency grant expenditures, by department, for the fiscal year ended June 30, 2012.

	Expenditures Incurred For the Fiscal Year Ended June 30, 2012			
<u>Vertical Prosecution</u> – Grant No. VB08060490	Total	Federal	State	County
District Attorney:				
Personal services	\$ 86,211	\$ -	\$ 86,211	\$ -
Total	\$ 86,211	\$ -	\$ 86,211	\$ -

	Expenditures Incurred For the Fiscal Year Ended June 30, 2012			
<u>Anti-Drug Abuse Program</u> - Grant No. DC11220490	Total	Federal	State	County
Sheriff:				
Personal services	\$ 138,708	\$ 138,708	\$ -	\$ -
Operating expenses	55,605	55,605	-	-
Total	\$ 194,313	\$ 194,313	\$ -	\$ -

	Expenditures Incurred For the Fiscal Year Ended June 30, 2012			
<u>California Multi-Jurisdiction Methamphetamine Enforcement Team</u> - Grant No. MH08030490	Total	Federal	State	County
Sheriff:				
Personal services	\$ 115,255	\$ -	\$ 115,255	\$ -
Operating expenses	19,270	-	19,270	-
Total	\$ 134,525	\$ -	\$ 134,525	\$ -

	Expenditures Incurred For the Fiscal Year Ended June 30, 2012			
<u>Victim Assistance/Victim Witness Program</u> - Grant No. VW10290490	Total	Federal	State	County
District Attorney:				
Personal services	\$ 260,394	\$ 126,627	\$ 133,767	\$ -
Operating expenses	10,620	-	10,620	-
Total	\$ 271,014	\$ 126,627	\$ 144,387	\$ -

COUNTY OF SONOMA, CALIFORNIA
Notes to the Schedule of Expenditures of Federal Awards (Continued)
For the Fiscal Year Ended June 30, 2012

**NOTE 7 – SCHEDULE OF STATE OF CALIFORNIA EMERGENCY MANAGEMENT
AGENCY GRANT EXPENDITURES (Continued)**

Expenditures Incurred
For the Fiscal Year Ended June 30, 2012

Edward Byrne Memorial Justice Assistance Grant (JAG) - Grant No. ZP09010490

<u>Department/Category</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>County</u>
Probation:				
Personal services	\$ 240,285	\$ 240,285	\$ -	\$ -
Operating expenses	36,682	36,682	-	-
Total	\$ 276,967	\$ 276,967	\$ -	\$ -

Edward Byrne Memorial Justice Assistance Grant (JAG) - Grant No. ZO09010490

<u>Department/Category</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>County</u>
Health Services:				
Operating expenses	\$ 64,786	\$ 64,786	\$ -	\$ -
Total	\$ 64,786	\$ 64,786	\$ -	\$ -

**NOTE 8 – ADDITIONAL INFORMATION FOR THE STATE OF CALIFORNIA
DEPARTMENT OF AGING**

The following represents the State Department of Aging grant expenditures for the fiscal year ended June 30, 2012.

Community Based Services Programs and Special Deposit

Contract AP-0910-27 - State Funded

	<u>Amount</u>
Ombudsman Initiative (Special Deposit)	<u>\$ 50,096</u>

To the Honorable Members of the
Board of Supervisors
County of Sonoma, California

Walnut Creek

Oakland

LA/Century City

Newport Beach

San Diego

Seattle

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Sonoma, California (County), as of and for the fiscal year ended June 30, 2012, which collectively comprise the County's basic financial statements and have issued our report thereon dated January 22, 2013. Our report contained an explanatory paragraph describing the legislation enacted by the California State Legislature that provides for the dissolution of redevelopment agencies in the State of California. Our report also includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of the Sonoma County Community Development Commission, the Sonoma Valley County Sanitation District, the Sonoma County Water Agency, the Sonoma County Library, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Fair and Exposition, Inc., the County of Sonoma Transportation Project Fund (Transit), the Occidental County Sanitation District, the Russian River County Sanitation District, and the South Park County Sanitation District as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the Sonoma County Agriculture Preservation and Open Space District were not audited in accordance with *Government Auditing Standards*.

Internal Control over Financial Reporting

Management of the County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified a deficiency in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as item 2012-A, that we consider to be a significant deficiency in internal control over financial reporting. A *significant*

deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 2012-A.

We noted a certain matter that we reported to management of the County in a separate letter dated January 22, 2013.

The County's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, the County Board of Supervisors, others within the County, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Macie Mui & O'Connell LLP

Sacramento, California
January 22, 2013

To the Honorable Members of the
 Board of Supervisors
 County of Sonoma, California

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT
 COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM, ON
 INTERNAL CONTROL OVER COMPLIANCE AND SCHEDULE OF EXPENDITURES OF
 FEDERAL AWARDS IN ACCORDANCE WITH OMB CIRCULAR A-133**

Compliance

We have audited the County of Sonoma, California's (County) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the fiscal year ended June 30, 2012. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

The County's basic financial statements include the operations of the following entities, which are not included in the schedule of expenditures of federal awards for the fiscal year ended June 30, 2012:

Entity	Federal Expenditures
Sonoma County Community Development Commission	\$ 30,491,654
Sonoma County Water Agency	6,324,912
County of Sonoma Transportation Project Fund (Transit)	4,931,986
Sonoma Valley County Sanitation District	957,932
Sonoma County Library	20,000

Our audit, described below, did not include the operations of those entities as those entities were audited separately by other auditors in accordance with OMB Circular A-133.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2012. However, the results of our auditing procedures disclosed instances of noncompliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2012-1 and 2012-2.

Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies as described in the accompanying schedule of findings and questioned costs as items 2012-1 and 2012-2. *A significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County, as of and for the fiscal year ended June 30, 2012, and have issued our report thereon dated January 22, 2013, which contained an unqualified opinion on those financial statements. Our report contained an explanatory paragraph describing the legislation enacted by the California State Legislature that provides for the dissolution of redevelopment agencies in the State of California. Our report also includes a reference to other auditors. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. Other auditors audited the financial statements of the Sonoma County Community Development Commission, the Sonoma Valley County Sanitation District, the Sonoma County Water Agency, the Sonoma County Library, the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Fair and Exposition, Inc., the County of Sonoma Transportation Project Fund (Transit), the Occidental County Sanitation District, the Russian River County Sanitation District, and the South Park County Sanitation District as described in our report on the County's financial statements.

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The schedule of expenditures of federal awards does not include the expenditures of federal awards made by the Sonoma County Community Development Commission, the Sonoma County Water Agency, the County of Sonoma Transportation Project Fund (Transit), the Sonoma Valley County Sanitation District, and the Sonoma County Library as those entities are audited by other auditors in accordance with OMB Circular A-133. The schedule of expenditures of federal awards has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The County's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the County's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of management, the County Board of Supervisors, others within the county, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Macie Mini & O'Connell LLP

Sacramento, California
February 25, 2013

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2012

Section I – Summary of Auditor’s Results

Financial Statements:

Type of auditor’s report issued: Unqualified

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes

Noncompliance material to financial statements noted? No

Federal Awards:

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes

Type of auditor’s report issued on compliance for major programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? Yes

Identification of major programs:

<u>Program Title</u>	<u>CFDA Number(s)</u>
○ State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561
○ JAG Program Cluster	16.738, 16.804
○ Highway Planning and Construction	20.205
○ State Energy Program	81.041
○ Temporary Assistance for Needy Families	93.558
○ Foster Care – Title IV-E	93.658

Dollar threshold used to distinguish between Type A and Type B programs: \$3,000,000

Auditee qualified as low-risk auditee? No

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended June 30, 2012

Section II – Financial Statement Findings

Item 2012-A – Preparation of the Schedule of Expenditures of Federal Awards (SEFA)

Criteria

Subpart C, §___.300(d) of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, states “The auditee shall: (d) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §___.310.” §___.310 (b)(3) states the schedule of expenditures of Federal awards shall “Provide total Federal awards expended for each individual Federal program and the Catalog of Federal Domestic Assistance (CFDA) number or other identifying number when the CFDA information is not available.”

Condition

We noted inaccuracies in the amount of Federal expenditures reported on the Schedule of Expenditures of Federal Awards (SEFA) for two programs. The County excluded \$1,536,854 in State Revolving Fund expenditures for the State Energy Program (CFDA number 81.041). Also, the County excluded expenditures totaling approximately \$86,000 from its fiscal year 2011 SEFA relating to the Highway Planning and Construction Program (CFDA number 20.205), which were then included in the fiscal year 2012 SEFA.

Cause

For the State Energy Program, the County does not have the proper internal control procedures in place to ensure that all Federal expenditures are properly reported. As for the Highway Construction and Planning Program, program expenditures were reported on the cash basis of accounting instead of the accrual basis of accounting.

Effect

The County exposes itself to the risk of inaccurately preparing the SEFA in accordance with the requirements of OMB Circular A-133.

Questioned Costs

No questioned costs are associated with this finding.

Recommendation

The County Auditor-Controller’s Office should develop internal control procedures to ensure all Federal expenditures are properly reported such as requiring departments to submit supporting documentation for the expenditures for each federal program reported on the SEFA and thoroughly reviewing the adequacy of the supporting documentation.

Department’s View and Corrective Action

Management agrees with the finding and will work with departments to help improve internal control procedures to ensure all federal expenditures are properly identified and reported on the accrual basis of accounting.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended June 30, 2012

Section III – Federal Award Findings and Questioned Costs

Finding 2012-1: Subrecipient Monitoring
CFDA Title: ARRA – Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants to Units of Local Government
CFDA Number: 16.804
Award Number: ZO09010490
Award Year: 2009
Federal Agency: Department of Justice
Pass-Through Agency: California Emergency Management Agency

Criteria

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133, *AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS* (OMB Circular A-133), Subpart D—Federal Agencies and Pass-Through Entities, Section .400—Responsibilities

(d) Pass-Through Entity Responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:

- (1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R & D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.

Condition

The County did not provide its subrecipients with the CFDA number in its contracts with its subrecipients for fiscal year 2012. This condition is an existing condition reported in the prior year single audit report. Due to the prior year single audit report being issued in March 2012 and the contracts with its subrecipients for fiscal year 2012 being executed in July 2011, the County was not able to correct this condition for the contracts with its subrecipients executed for fiscal year 2012.

Questioned Costs

There are no questioned costs as a result of the condition.

Context

This applies to the two subrecipients of the Health Services Department for this grant.

Effect

Failure to comply with this requirement may result in inaccurate grant reporting by the subrecipients making it difficult for the County to monitor its subrecipients.

Cause

The County did not have internal control procedures in place to ensure the CFDA number was provided to its subrecipients.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended June 30, 2012

Recommendation

Subsequent to June 30, 2012, the County has established the appropriate internal control procedures to ensure the CFDA number is provided to subrecipients beginning with contracts with its subrecipients executed for fiscal year 2013. The County should ensure that these newly established internal control procedures are properly followed to ensure that the required information is provided to subrecipients.

Management's Response and Corrective Action

Management agrees with the finding and will incorporate the required federal award information in all of its contracts with its subrecipients.

Finding 2012-2:	Subrecipient Monitoring
CFDA Title:	ARRA – Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants to Units of Local Government
CFDA Number:	16.804
Award Number:	ZO09010490
Award Year:	2009
Federal Agency:	Department of Justice
Pass-Through Agency:	California Emergency Management Agency

Criteria

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133, *AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS* (OMB Circular A-133), Subpart D—Federal Agencies and Pass-Through Entities, Section .400—Responsibilities

(d) Pass-Through Entity Responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:

- (4) Ensure that subrecipient expending \$500,000 or more in Federal award during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
- (5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
- (6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
- (7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

Condition

The County did not request a copy of the subrecipient's single audit report and/or verify that such report was completed. MGO subsequently reviewed the Federal Audit Clearinghouse (FAC) and noticed that the subrecipient did not report the amount that the County passed to them related to this grant, thus these funds were not subject to the A-133 audit.

Questioned Costs

There are no questioned costs as a result of the condition.

Context

This applies to the one of the two subrecipients of the Health Services Department for this grant.

COUNTY OF SONOMA, CALIFORNIA
Schedule of Findings and Questioned Costs (Continued)
For the Fiscal Year Ended June 30, 2012

Effect

Failure to comply with requirement may result in the County being unaware of subrecipient noncompliance.

Cause

The County does not have procedures and internal controls in place to ensure compliance with the requirement.

Recommendation

Management should implement policies and procedures to ensure that subrecipients who are required to have a single audit performed comply with the requirement.

Management's Response and Corrective Action

Management agrees with the finding and will strengthen current policies and procedures to ensure that subrecipients who are required to have a single audit performed comply with the requirement and the County documents that compliance.

COUNTY OF SONOMA, CALIFORNIA
Status of Prior Year Findings
For the Fiscal Year Ended June 30, 2012

Item 2011-A – Capital Assets

Observation

The County did not recognize the fair value of certain permanent conservation easements donated to the Sonoma County Agricultural Preservation and Open Space District, a blended component unit of the County of Sonoma. As a result, the county restated beginning net assets of its governmental activities to record the fair value of the assets in the amount of \$59,583,717.

Recommendation

The County should design and implement procedures and internal controls to identify, value and record its permanent conservation easements and other donated assets. This should be accomplished through providing training to county departments, increased communication with department heads, and thorough review of Board action items.

Management Response

Management agrees with the finding and will work with County departments to implement policies and procedures to properly account for permanent conservation easements and other donated assets. We will design and implement internal controls to strengthen existing procedures performed during the year and during year-end closing and financial reporting to identify, value and record permanent conservation easements and other donated assets.

Status

This observation has been resolved.

Item 2011-B – Deferred Revenue

Observation

The County improperly recognized revenue from the State of California received in advance of qualifying expenditures through June 30, 2011 in the amount of \$13,198,811. An audit adjustment was required to Mental Health and Sanitation major special revenue fund to properly defer the revenue recognized during the fiscal year ended June 30, 2011 in the amount of \$9,552,054 and to decrease beginning fund balance in the amount of \$3,646,757 for the portion of the revenue recognized in previous periods.

Recommendation

The County should also strengthen existing procedures performed at the Auditor-Controller's office during its year-end closing and financial reporting process designed to identify improperly recognized revenues received through non-exchange transactions.

Management Response

The County agrees with the finding. The Department of Health Services will implement procedures to insure that such revenues are deferred and that revenues will only be recognized when qualifying (allowable) expenditures occur. The Auditor-Controller's office will also strengthen existing procedures performed during year-end closing and financial reporting to identify improperly recognized revenues received through non-exchange transactions.

Status

This observation has been resolved.

**COUNTY OF SONOMA, CALIFORNIA
Status of Prior Year Findings (Continued)
For the Fiscal Year Ended June 30, 2012**

Finding 2011-1: Subrecipient Monitoring
CFDA Title: ARRA – Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants to Units of Local Government
CFDA Number: 16.804
Award Number: ZO09010490
Award Year: 2009
Federal Agency: Department of Justice
Pass-Through Agency: California Emergency Management Agency

Criteria

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133, *AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS* (OMB Circular A-133), Subpart D—Federal Agencies and Pass-Through Entities, Section .400—Responsibilities

(d) Pass-Through Entity Responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:

- (1) Identify Federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R & D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.

Condition

Subrecipients were not provided with the CFDA number of the JAG ARRA grant awarded.

Questioned Costs

There are no questioned costs as a result of the condition.

Context

This applies to the two subrecipients of the Health Services Department for this grant.

Effect

Failure to comply with this requirement may result in inaccurate grant reporting by the subrecipients making it difficult to monitor.

Cause

The County does not have procedures and internal controls in place to ensure compliance with the requirement.

Recommendation

Management should implement policies and procedures to ensure that the required information is provided to subrecipients.

Management's Response

Management agrees with the finding and will incorporate the required federal award information in all of its contracts with its subrecipients.

Status

This condition has not been resolved. Refer to finding 2012-1.

COUNTY OF SONOMA, CALIFORNIA
Status of Prior Year Findings (Continued)
For the Fiscal Year Ended June 30, 2012

Finding 2011-2: Subrecipient Monitoring
CFDA Title: ARRA – Recovery Act – Edward Byrne Memorial Justice Assistance Grant (JAG) Program / Grants to Units of Local Government
CFDA Number: 16.804
Award Number: ZO09010490
Award Year: 2009
Federal Agency: Department of Justice
Pass-Through Agency: California Emergency Management Agency

Criteria

U.S. OFFICE OF MANAGEMENT AND BUDGET CIRCULAR A-133, *AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS* (OMB Circular A-133), Subpart D—Federal Agencies and Pass-Through Entities, Section .400—Responsibilities

- (d) Pass-Through Entity Responsibilities. A pass-through entity shall perform the following for the Federal awards it makes:
- (4) Ensure that subrecipient expending \$500,000 or more in Federal award during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
 - (5) Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
 - (6) Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
 - (7) Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

Condition

The County did not request a copy of the subrecipients' single audit report and/or verify that such report was completed.

Questioned Costs

There are no questioned costs as a result of the condition.

Context

This applies to the two subrecipients of the Health Services Department for this grant.

Effect

Failure to comply with requirement may result in the County being unaware of subrecipient noncompliance.

Cause

The County does not have procedures and internal controls in place to ensure compliance with the requirement.

Recommendation

Management should implement policies and procedures to ensure that subrecipients who are required to have a single audit performed comply with the requirement.

**COUNTY OF SONOMA, CALIFORNIA
Status of Prior Year Findings (Continued)
For the Fiscal Year Ended June 30, 2012**

Management's Response

Management agrees with the finding and will strengthen current policies and procedures to ensure that subrecipients who are required to have a single audit performed comply with the requirement, and the county documents that compliance.

Status

This condition has not been resolved. Refer to finding 2012-2.



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: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 565-3758

Supervisorial District(s):

Fourth

Title: Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District)

Recommended Actions:

Approve Advertising Program grant awards to the following entity and authorize the County Administrator to execute contract with the following entity:

- Cloverdale Arts Alliance - Friday Night Live: \$300.00

Executive Summary:

Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District had a total of \$18,460 in grant allocations for FY 12/13.

The Fourth District requests these funds be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contract will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award provided:

(8/7/2012) Cloverdale Kiwanis Harvest Run: \$500; Community Action Partnership/Windsor Bloco Carnival 2013: \$1,000; Downtown Windsor Merchant Association Charlie Brown Christmas Tree Grove: \$1,000; Windsor Arts Council for the Second Saturday Art Walk: \$1,000; Geyserville Chamber of Commerce Fall Colors Festival: \$750; Healdsburg Chamber of Commerce Harvest Century Bike Tour: \$1,000; Cloverdale Citrus Fair: \$1,000; Foss Creek Clean Up Sponsorship (Healdsburg): \$250; Camp Geneva: \$500; Sonoma County Law Enforcement Chaplaincy Tour de Fuzz Bike Tour: \$1,000.

(11/13/2012) Healdsburg Center for the Arts, Short Film Festival: \$1,000; Cloverdale High School Law & Order Workforce Event: \$330; Farm Bureau Foundation of Sonoma County, Ag Days: \$750; Healdsburg Certified Farmer’s Market Marketing Banners: \$1,000; California Human Development, Fulton Day Labor community-building project: \$5,000.

(12/4/2012) Healdsburg Chapter – Future Farmers of America (FFA), Country Fair Marketing Partnership: \$1,000.

Prior Board Actions:			
3/27/12 - The Board approved the Advertising & Promotions Policy update, including the District allocations for Category E funds for FY 12/13; on 8/7/12 the Board approved \$8,000 in funding allocations for projects in the Fourth District; on 11/13/12 the Board approved \$8,080 in funding allocations for projects in the Fourth District; 12/4/12 awarded \$1,000 to Healdsburg FFA.			
Strategic Plan Alignment		Goal 2: Economic and Environmental Stewardship	
Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 300.00	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	TOT Tax/Fees/Other	\$ 300.00
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 300.00	Total Sources	\$ 300.00
Narrative Explanation of Fiscal Impacts (If Required):			
<p>\$18,460 was the total amount available to the Fourth District within Category E of the Advertising Program Funds for FY 12/13. On August 7, 2012 \$8,000 and on November 13, 2012 \$8,080 was allocated from the FY 12/13 Advertising Program for District 4, and December 4, 2012 \$1000. This current action allocates \$300.00.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
12-04-2012 Cat E Fourth District Ad Funds Application – Attachment A			
Related Items "On File" with the Clerk of the Board:			

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___, 2013, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the NAME, (hereinafter ADVERTISER).

WITNESSETH:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2012 to June 30, 2013, COUNTY shall pay to ADVERTISER up to the total sum of \$xxx (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilized the Advertising Funds. Activities must take place between July 1, 2012 and June 30, 2013. Receipts must be remitted to the COUNTY by July 31, 2013. If receipts are not submitted by July 15, 2013, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2013. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2012 to June 30, 2013:

As set forth in the attached, Exhibit A. In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.
3. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
4. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.

5. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
6. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
7. Indemnification:
 - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COUNTY, and to defend, indemnify, hold harmless, reimburse and release COUNTY, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COUNTY to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including ADVERTISER, arising out of or in connection with the performance of ADVERTISER hereunder, whether or not there is concurrent negligence on the part of COUNTY, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COUNTY. If there is a possible obligation to indemnify, ADVERTISER's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COUNTY shall have the right to select its own legal counsel at the expense of ADVERTISER, subject to ADVERTISER's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ADVERTISER or its agents under workers' compensation acts, disability benefits acts, or other employee benefits acts.
 - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
8. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
10. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.

12. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
13. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
14. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
15. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: _____

By _____
County Administrator, authorized by the
Chair, Board of Supervisors

ATTEST: _____
Clerk of the Board of Supervisors

NAME

DATE: _____

By _____
Name

Advertiser Title



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 for the County of Sonoma

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Michael Gossman, 565-3782

Supervisorial District(s):

All

Title: Ordinance Prohibiting the Civil Harassment of Bicyclists and Pedestrians

Recommended Actions:

Adopt the ordinance adding Chapter 19, Article 4 of the Sonoma County Code to Prohibit Civil Harassment of Bicyclists and Pedestrians.

Executive Summary:

One of the County's strategic goals is to create a safe, healthy, and caring community. Encouraging people to walk or ride their bicycles lessens traffic congestion, improves public health, and improves air quality. Studies indicate a key deterrent to bicycling or walking for transportation is that people feel unsafe while doing so.

Bicycling is a major part of life in Sonoma County. The County's prowess as a bicycling destination has been highlighted by the fact that the Amgen Tour of California (an elite level professional bicycle race) has included a Sonoma County stage six times out of the last seven years. Additionally, each year Levi Leipheimer's Gran Fondo charity ride attracts over 7,000 cyclists from all over the world for a one day event.

Those who walk or ride their bikes are vulnerable users of roads, sidewalks, and pathways and are periodically subject to harassment by other road, sidewalk, and pathway users. Harassment makes bicycling and walking a more hazardous activity and endangers bicyclists and pedestrians.

This proposed ordinance is intended to discourage the civil harassment of bicyclists and pedestrians by prohibiting people from doing the following activities:

- Physically assaulting or attempting to physically assault a bicyclist or pedestrian.
- Intentionally injuring, attempting to injure, or threatening to physically injure, either by words,

vehicle or other object, a bicyclist or pedestrian.

- Intentionally distracting or attempting to distract a bicyclist.
- Intentionally forcing or attempting to force a bicyclist or pedestrian off a street for purposes unrelated to public safety.

A person damaged by any violation of this ordinance would be able to institute a civil proceeding for monetary damages, and for any other or additional relief the court deems appropriate. The prevailing party would also be entitled to reasonable attorneys' fees and costs pursuant to order of the court.

Similar ordinances, primarily focused on bicyclist safety, have been adopted by cities across the country and throughout the State, including: Los Angeles, Sunnyvale, Berkeley, and Washington D.C. If the Board were to adopt this ordinance, Sonoma County would be the first county in the country to adopt such an ordinance. The County's proposed ordinance goes a step further than these other municipalities in that it includes protections for pedestrians as well as bicyclists.

Staff conducted outreach to garner input from various stakeholders including: the Sonoma County Bicycle Coalition, the District Attorney's Office, several law enforcement agencies across the county, the Department of Transportation of Public Works, and the Department of Health Services.

By adopting this ordinance the County would highlight the fact that bicyclists and pedestrians have a right to use roads, sidewalks, and pathways. Furthermore, it emphasizes to the community that harassment of bicyclists and pedestrians is not tolerated in Sonoma County thereby making walking and riding a bike safer activities for all.

Prior Board Actions:

3/12/2012 - Ordinance was introduced for consideration.

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

This ordinance keeps bicyclists and pedestrians safe from other road users, thereby encouraging these healthy activities.

Fiscal Summary - FY 12-13

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 adoption of this ordinance.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts associated with adoption of this ordinance.

Attachments:

3-12-13 Ordinance Prohibiting the Civil Harassment of Bicyclists and Pedestrians

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

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, ADDING CHAPTER 19, ARTICLE 4 OF THE SONOMA
COUNTY CODE TO PROHIBIT CIVIL HARASSMENT OF BICYCLISTS AND
PEDESTRIANS.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Chapter 19 of the Sonoma County Code is hereby amended as follows:

(a) Chapter 19, table of contents, is amended to read:

Article I. General Provisions.

Article II. AIDS Discrimination.

Article III. Notice of Options in the Rental of Mobilehome Park Spaces and Subsequent Reporting Obligations.

Article IV. Prohibition against Civil Harassment of Bicyclists and Pedestrians

§ 19-57 Findings and purpose.

§ 19-58 Definitions.

§ 19-59 Prohibition against civil harassment of bicyclists and pedestrians.

§ 19-60 Remedies.

(b) Article IV, Prohibition against Civil Harassment of Bicyclists and Pedestrians, is added as follows:

Sec. 19-57. Findings and purpose.

The Board of Supervisors of the County of Sonoma, State of California, does find that:

- (1) The County encourages people to walk and ride bicycles rather than drive motor vehicles in order to lessen traffic congestion, improve air quality and improve public health;
- (2) People walking and riding bicycles are vulnerable users of roads, sidewalks and pathways;
- (3) Harassment of people on the basis of their status as pedestrians and/or persons riding bicycles exists in the unincorporated area of the County;

- (4) Riding a bicycling and walking may become hazardous activities when people harass and endanger bicyclists and pedestrians; and
- (5) People have a right to walk, run and/or ride a bicycle in the unincorporated area of the County in a safe manner and in compliance with laws. It is against the public policy of the County of Sonoma to permit harassment due to an individual's status as a pedestrian and/or a person riding a bicycle.

Sec. 19-58. Definitions.

The following words and phrases, whenever used in this article, shall be construed as defined in this section.

“Bicycle” is a device upon which any person may ride, propelled exclusively by human power through a belt, chain or gears and having one or more wheels.

“Bicyclist” is a person riding a bicycle.

“Pedestrian” is any person who is afoot or who is using a means of conveyance propelled by human power, other than a bicycle, on a sidewalk or pathway that is authorized for such use.

Sec. 19-59. Prohibition against civil harassment of bicyclists and pedestrians.

A person shall not do or attempt to do any of the following:

- (a) Physically assault or attempt to physically assault a bicyclist because of, in whole or in part, the bicyclist's status as a bicyclist.
- (b) Physically assault or attempt to physically assault a pedestrian because of, in whole or in part, the pedestrian's status as a pedestrian.
- (c) Threaten to physically injure a bicyclist because of, in whole or in part, the bicyclist's status as a bicyclist.
- (d) Threaten to physically injure a pedestrian because of, in whole or in part, the pedestrian's status as a pedestrian.
- (e) Intentionally injure, attempt to injure, or threaten to physically injure, either by words, vehicle or other object, a bicyclist because of, in whole or in part, the bicyclist's status as a bicyclist.
- (f) Intentionally injure, attempt to injure, or threaten to physically injure, either by words, vehicle or other object, a pedestrian because of, in whole or in part, the pedestrian's status as a pedestrian.
- (g) Intentionally distract or attempt to distract a bicyclist for purposes unrelated to public safety because of, in whole or in part, the bicyclist's status as a bicyclist.
- (h) Intentionally force or attempt to force a bicyclist off a street for purposes unrelated to public safety because of, in whole or in part, the bicyclist's status as a bicyclist.

(i) Intentionally force or attempt to force a pedestrian off a street for purposes unrelated to public safety because of, in whole or in part, the pedestrian's status as a pedestrian.

Sec. 19-60. Remedies.

(a) Private Cause of Action. Any person damaged by any violation of Section 19-59 of this code may institute a civil proceeding for money damages, and for whatever other or additional relief the court deems appropriate. In any action brought pursuant to this section, the prevailing party shall be entitled to reasonable attorneys' fees and costs pursuant to order of the court. The remedies available under this section shall be in addition to, and shall not in any way restrict, any other rights or remedies available under law.

(b) Remedies not exclusive. The remedies provided by the provisions of this section are in addition to all other remedies provided by law and do not supersede or limit any and all other remedies. The remedies provided in this section shall be cumulative and not exclusive. Nothing in this section shall preclude any aggrieved person from pursuing any other remedy provided by law.

SECTION II. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in _____, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ____ day of _____, 20__, and finally passed and adopted this ____ day of _____ 20__, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:_____ Zane:_____ McGuire:_____ Carrillo:_____ Rabbitt:_____

Ayes:_____ Noes:_____ Absent:_____ Abstain:

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors
County of Sonoma

ATTEST:

Clerk of the Board of Supervisors



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: March 19, 2013

Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Gene Clark 565-2978

Supervisory District(s):

All Districts

Title: Amendments to Chapter 18 of the County code, Parking and Traffic

Recommended Actions:

Adopt Ordinance amending Article 1, Section 18-1 and Articles II, III and IV of the County Code to revise parking requirements and restrictions, identify other ordinances addressing County requirements concerning speed restrictions and parking, and revise requirements concerning abandoned vehicles.

Executive Summary:

The General Services Department and County Counsel recommend updating various parking requirements in Article 1, Section 18-1 and Articles II - IV of Chapter 18 of the County Code. The amended ordinance was introduced to the Board on January 29, 2013.

Article 1, Section 18-1 of the Sonoma County Code

Section 18-1 addresses regulation of traffic on County owned and controlled property. The proposed amendments update the Code by augmenting and more clearly defining terms used in the Code, more clearly identifying areas subject to parking restrictions, expanding and clarifying the General Services Director's authority to erect signs and meters and issue parking permits, and removing language that is out-of-date and restrictions that are no longer relevant. Finally, the proposed amendments authorize the "booting" of vehicles in which the vehicle owner has more than five unpaid parking citations, in accordance with the California Vehicle Code 22651.7.

Section 18-1 was last updated in 1993. Since then, it has become clear that clarifications and refinements proposed in this action are appropriate and needed to ensure adequate parking is available to the public at County facilities, and to provide the County with the authority to enforce regulations to ensure the public's safety.

Section 18-1 governs County property and primarily affects the County Administration Center, the County Airport, and County Parks, but it also applies to other locations subject to County jurisdiction. The proposed changes clarify that the requirements apply where the County has a property interest or other legal interest. Properties owned by non-County special districts such as the Sonoma County Water Agency, the Community Development Commission and the Sonoma County Open Space District are not governed by Section 18-1. County Counsel has conferred with the above-

referenced special districts, and the only significant parking issue raised concerns occasional parking by the public in lots or other areas designated as No Parking. The California Vehicle Code contains a provision which allows local entities to adopt a resolution authorizing the towing of vehicles parked in No Parking areas where signage to this effect is erected. County Counsel will work with the special districts interested in adopting such a resolution to address this issue on special district property.

Section 18-1 will continue to delegate authority to establish parking restrictions to the Director of General Services, so long as the restrictions are consistent with the Board-approved parking plan.

Articles II – IV of Chapter 18 of the County Code

The proposed amendments revise Articles II and III to more accurately refer to non-codified County Ordinances which address other parking and speed restrictions. The amendments also propose revisions to Article IV which addresses abandoned vehicles to include updated Vehicle Code language, clarify the definitions of “Vehicle” and “Abandoned Vehicle,” and authorize the approval of administrative costs by Resolution of the Board of Supervisors.

Prior Board Actions:

- 8/4/09 – Approved Resolution No. 09-0709, amending the schedule of parking fines and penalties.
- 9/14/93 – Adoption of Ordinance No. 4717 Repealing and Reenacting Section 18-1 of the Sonoma County Code.
- 3/12/13 – Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed ordinance to amend Article 1, Section 18-1 and Articles II, III and IV of the County Code to revise parking requirements.

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

The adoption of this ordinance will help to safeguard both the public and County staff by improving the ability of the County to enforce both parking and traffic laws.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	Select an item.	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$ 0	Fees/Other	\$ 0
	\$ 0	Use of Fund Balance	\$ 0
	\$ 0	Contingencies	\$ 0
	\$ 0		\$ 0
Total Expenditure	\$ 0	Total Sources	\$ 0

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts in the revision and modification of the County of Sonoma Code Section 18-1 Parking Regulations Ordinance.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts in the revision and modification of the County of Sonoma Code Section 18-1 Parking Regulations Ordinance.

Attachments:

- Attachment A – 3-12-13 GS Parking Ordinance Amendment
- Attachment B – 3-12-13 GS Parking Ordinance Amendment with Underline Strikeout

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

ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 18, MOTOR VEHICLES AND TRAFFIC.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. (1) Article I, In General, of Chapter 18 of the Sonoma County Code, Section 18-1, Regulation of traffic on County owned and controlled property, (2) Article II of Chapter 18 of the Sonoma County Code, Footnote (105), Editor's note, Speed Restrictions, (3) Article III of Chapter 18 of the Sonoma County Code, Footnote (106), Editor's note, Parking Regulations Generally, and (4) Article IV, Abandoned, Wrecked, Dismantled or Inoperative Vehicles, of Chapter 18 of the Sonoma County Code are hereby amended as set forth in Exhibit A, incorporated herein by this reference.

SECTION II. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published as follows: either (1) once before the expiration of fifteen (15) days after said passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include the names of the Supervisors voting for or against the same, and shall be in a newspaper of general circulation published in the County of Sonoma, State of California, and the Clerk of the Board shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ____ day of _____, 2013, and finally passed and adopted this ____ day of _____, 2013,

(Ord. No ____ , 2013)

Exhibit A

**to Ordinance ____ Amending Chapter 18, Motor
Vehicles and Traffic of the Sonoma County Code**

I. Article 1, Sec. 18-1, Regulation of traffic on County Owned and Controlled Property, is amended to read as follows.

(a) Definitions. For the purposes of this Section 18-1 (“section”), the following words and phrases shall have the meanings respectively ascribed to them by this section unless the provision or context requires otherwise:

(1) “Bicycle” means a device upon which any person may ride, propelled exclusively by human power through a belt, chain or gears, and having one or more wheels.

(2) “Bicycle Rack” means any device installed for the purpose of securing bicycles only.

(3) “Block” means a section of roadway, including the area immediately adjacent to the curb, between two intersections.

(4) “Boot” describes a device that is attached to the wheel of a Vehicle to restrict movement, allowing fines to be cleared before removal. Device must be manually removed from authorizing personnel.

(5) “Camper” means a structure designed to be mounted upon a motor Vehicle (as defined by Section 670 of the California Vehicle Code) and to provide facilities for Human Habitation or camping purposes.

(6) “Camping” means sleeping, cooking, setting up housekeeping, pitching a tent or other temporary shelter, and/or using camp paraphernalia, includes the verb, to “camp”.

(7) “County Administration Center” means all that real property owned or controlled by the County commonly known as the Sonoma County Administration Center and being the lands describe in the documents recorded in the Official Records in Book 2083, Page 514, Book 2272, Page 56, Book 2379, Page 535, Book 2535, Page 546, Book 2927, Page 924, and recorded as document numbers 81038465 and 85078119 of Official Records, Sonoma County Records, and more particularly described as follows:

Beginning at the intersection of the westerly line of Mendocino Avenue with the centerline of Paulin Creek, said point being the southeast corner of the lands of the County of Sonoma; thence westerly along the centerline of Paulin Creek to the northeasterly right-of-way line of the U.S. 101 Freeway; thence northwesterly along the

northeasterly right-of-way line of said U.S. 101 Freeway to the northwest corner of the land of the County of Sonoma; thence easterly along the northerly line of said lands of the County of Sonoma to the southwesterly line of Mendocino Avenue; thence southeasterly along the southwesterly line of Mendocino to the point of beginning.

(8) "County Affiliated Employee" means a County Employee, an employee of a special district or agency in which the majority of directors is composed of members of the Sonoma County Board of Supervisors, or a state of California employee receiving monetary compensation for such employment through the State of California Superior Court System.

(9) "County Employee" means any individual who is currently employed by the County of Sonoma and who is receiving monetary compensation for such employment through the Auditor/Controller Payroll division of the County of Sonoma. A contractor who receives compensation through contract is not considered a "County Employee."

(10) "County Property" means any and all real property, including but not limited to roads, owned or directly controlled by the County pursuant to a property interest or other legal mechanism, and includes but may not be limited to the County Administration Center, the Sonoma County Airport, and all parks owned or operated by the County ("County Park" or "Park").

(11) "County Parking Plan" or "Parking Plan" means that certain plan in diagram form entitled "Sonoma County Parking Plan" prepared and from time to time revised by the Director of General Services pursuant to this section.

(12) "Director of General Services" means the Director of General Services of the County, or his designee.

(13) "Employee Recognition Parking Program" means the special recognition parking program for County Affiliated Employees established by the Management Advisory Council and administered by the Director of General Services.

(14) "Freight" means any object weighing ten or more pounds.

(15) "Human Habitation" means spending three or more consecutive hours in a single or nearby location for the purpose of cooking, eating, cleaning, resting, recreating and/or sleeping.

(16) "Management Advisory Council" means the Sonoma County Management Advisory Council selected by the department heads of the County from among their membership.

(17) "Overnight" means a period of over 30 minutes between the hours of 12:00 a.m. to 5:00 a.m.

(18) "Parking Enforcement Officer" means the Director of General Services or a County Employee or duly authorized representative designated by the Director of General Services.

(19) "Parking Meter Zone" means a portion or portions of streets or lots described and established as zones within which the parking of Vehicles shall be controlled, regulated and inspected with the aid of timing devices or meters, here in referred to as "parking meters" or "meters."

(20) "Reserved Parking Permit" means a written permit issued by the Director of General Services to park in an assigned, unassigned or special parking zone or zones.

(21) "Ridesharing Program" means the ridesharing program for County Affiliated Employees established by the Management Advisory Council and administered by the Director of General Services.

(22) "Routine and Frequent" means a minimum of multiple times per day, and/or multiple days per regular workweek. Personal time (i.e. lunch, break, etc.) is excluded from this definition.

(23) "Satellite Offices" means a facility or group of facilities that are operated by the County located off the grounds of the County Administration Center.

(24) "Sheriff's Office" means the Sonoma County Sheriff's Office".

(25) "Temporary Parking Permit" means a permit limited in time to park in a timed parking zone during the time limit without citation.

(26) "Traffic" includes pedestrians, ridden animals, Vehicles, street cars, and other conveyances (including bicycles and skateboards), either singly or together, while using any highway .

(27) "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks. "Vehicle" includes but is not limited to an automobile, motorcycle, trailer, or boat or other property on a trailer.

(28) "Vehicle Code" means the California Vehicle Code.

(29) "Visitor" means any individual who is not a County Affiliated Employee or other person performing work duties for the County during the relevant time period. County Affiliated Employees or other persons who are conducting personal business during the relevant time period fall

within the definition of “Visitor.”

(b) Applicability of Vehicle Code. All the provisions of the Vehicle Code relating to Traffic upon the highways shall be applicable to the Traffic upon the driveways, paths, parking facilities, and grounds of County Property. Such provisions are additive to the provisions of this section and may be enforced as a violation of this section.

(c) Parking Regulations. No person shall stop, park, or leave standing any Vehicle, whether attended or unattended, upon the driveways, paths, parking facilities, or grounds of County Property, except upon and subject to the following regulations and special conditions. Violation of the following parking regulations is subject to enforcement, including but not limited to, issuance of a traffic citation and payment of a penalty, and/or towing of the Vehicle at the owner’s expense, in accordance with requirements specified in or authorized by this section.

(1) The Director of General Services shall have the authority to erect signs, place parking meters and cause the curbs and parking facilities on County Property to be marked in accordance with these Parking Regulations, the County Parking Plan and Vehicle Code sections 21400, 21458, 22511.7, and 22511.8. When authorized signs, parking meters or curb markings have been determined by the Director of General Services to be necessary and are in place giving notice thereof, no operator of any Vehicle shall stop, stand or park such Vehicle in the area designated by such sign, parking meter or curb marking in violation thereof. The Parking Plan shall be prepared and may from time to time be revised by the Director of General Services consistent with this section and the policies, procedures, and programs of the County pertaining to Traffic regulation and enforcement on County Property. The Parking Plan in its present or hereafter current form is hereby adopted and incorporated by reference as fully as if set out at full length herein. The Director of General Services shall designate the areas on County Property subject to the following parking regulations. Such designated areas shall be specified on the Parking Plan.:- Parking signs may address but are not limited to the following parking situations:

(i) No Parking. In those areas so designated, parking shall be prohibited at all times. When such curb markings or signs are in place, no operator of any Vehicle shall stop, stand or park such Vehicle adjacent to any such curb markings or sign.

(ii) Freight Loading. In those areas so designated, parking shall be restricted to Vehicles engaged in loading or unloading freight, and then only for the time actually necessary for the same, but not to exceed a maximum period of thirty (30) consecutive minutes. Freight loading zones shall have yellow curb markings. No person shall stop, stand, or park a Vehicle in any Freight loading zone for any purpose other than loading or unloading Freight. Vehicles loading or unloading Freight must also have a permit or valid commercial licensed plates.

(iii) Passenger Loading. In those areas so designated, parking shall be restricted to Vehicles engaged in loading or unloading passengers, and then only for the time actually necessary for the same, but not to exceed a maximum period of thirty (30) consecutive minutes, unless another time is specified. Passenger loading zones shall have white curb markings. No person shall stop, stand, or park a Vehicle in any passenger loading zone for any purpose other than loading or unloading passengers. The driver of the Vehicle must stay with the Vehicle while parked in the passenger loading area.

(iv) Visitor Parking. In those areas so designated, only Visitors are allowed to park, subject to any times designated.

(v) Timed Parking Zones. Parking shall be limited to the times designated in the following time limited parking zones. Green curb markings shall indicate that a timed parking zone is applicable, and signs shall specify the time limit. Such limitations shall apply between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and County-observed holidays, unless further designated as applying for a longer period up to twenty-four (24) hours or further designated as applying during weekend days or holidays. In all parking time zones, a Vehicle must leave the Block and timed parking zone after parking once the posted time has expired and may not return to this Block/zone for a minimum of two (2) hours.

- a. Fifteen (15) Minutes.
- b. Thirty (30) Minutes.
- c. One (1) Hour.
- d. Ninety (90) Minutes.
- e. Two (2) Hours.
- f. Three (3) Hours.
- g. Four (4) Hours.

(vi) Handicapped or Disabled. In those areas so designated, parking shall be limited exclusively to the Vehicles of physically handicapped or disabled persons as described in Vehicle Code section 22511.5.

(vii) Reserved Permit Required. In those areas so designated, parking shall be limited exclusively to Vehicles issued Reserved Parking Permits pursuant to this section. A Reserved Parking Permit is only valid in reserved lot(s) and/or space(s) assigned to the permit. "Reserved Permit -Assigned" describes a permit to park in a specific parking space or may be used to designate a specific parking space. "Reserved Permit -Unassigned" describes a permit to park anywhere in a specific parking

area, or may be used to designate a parking area.

(viii) Authorized Emergency Vehicles Only. In those areas so designated, parking shall be limited exclusively to authorized emergency Vehicles of the Sheriff's Office and other authorized law enforcement agencies.

(2) Vehicles on County Property must comply with the following additional parking requirements.

(i) No Overnight Parking. Overnight parking means stopping, standing or parking a Vehicle for a period of over thirty (30) minutes between the hours of 12:00 p.m. and 5:00 a.m. No overnight parking is permitted on County Property, except in those areas designated as reserved for County Affiliated Employees with the proper permit that work evening or night shift, or in those areas designated for County owned Vehicles, or for those persons with a valid County overnight parking permit which is displayed on the Vehicle.

(ii) Illegal Parking. No operator of any Vehicle shall stop, stand, park or leave standing such Vehicle in any of the following places, except when necessary to avoid a conflict with other traffic or in compliance with the direction of a peace officer or other authorized officer or traffic sign or signal:

a. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings;

b. On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or red paint upon the curb surface;

c. In an area where the Director of General Services or designee determine that the parking or stopping of a Vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;

d. In any area designated by the Director of General Services or designee as a no parking area, when such area is indicated by appropriate signs or by red paint upon the surface;

e. Upon, along or across any railway track in such manner as to hinder, delay or obstruct the movement of any Vehicle traveling upon such track;

f. In any area where the parking, standing or stopping of any Vehicle would constitute a traffic hazard or would endanger life or property;

g. On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway or the installation of underground utilities or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such Vehicle would prohibit or interfere with such use or movement; provided, that the signs giving notice of such no parking are erected or placed at least twenty-four hours prior to the effective time of such no parking;

h. At any place within twenty feet of a point on the curb immediately opposite the middle Block end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface;

i. At any place within twenty feet of a crosswalk at an intersection except that a bus may stop at a designated bus stop;

j. Within twenty feet of the approach to any traffic signal, stop sign or official electric flashing device.

(iii) Parallel Parking.

a. Where otherwise permitted, parking must be parallel to the roadway unless diagonal parking is designated.

b. Every Vehicle stopped or parked upon a roadway where there are adjacent curbs shall be stopped or parked within 18 inches of the right-hand curb, except that motorcycles shall be parked with at least one wheel or fender touching the right-hand curb.

c. For slopes above 15%, the front wheels must be turned at an angle of 30% toward the right side of the roadway/curb for down hill slopes and away from the right side of the roadway/curb for up hill slopes.

d. No parking opposite the flow of traffic on the roadway is permitted.

(iv) Diagonal Parking. No diagonal parking along roadways is permitted unless diagonal parking is specifically designated. On any street or lot when signs or pavement markings are in place indicating diagonal parking, parking of Vehicles must be in accordance with the following requirements.

a. The Vehicle must be parked at the angle to the curb indicated by signs or pavement markings allotting space to park Vehicles and entirely within the limits of said allotted space.

b. The Vehicle must be parked with the front wheel nearest the curb within six (6) inches of said curb.

c. The Vehicle must be parked in the same direction as traffic flow.

(v) Unattended Vehicle – Engine Running and Emergency Brake Not Engaged. No person driving, or in control of, or in charge of, a motor Vehicle shall permit it to stand on any street or lot unattended without first effectively setting the brakes thereon and stopping the motor thereof.

(vi) Parking within fifteen (15) feet of a Fire Hydrant. No person shall stop, park, or leave standing any Vehicle within 15 feet of a fire hydrant except if the Vehicle is owned or operated by a fire department and is clearly marked as a fire department Vehicle.

(vii) Not Within a Designated Space. Vehicles parked on County Property must be parked in such a way that all wheels are within the delineators that are painted on the road surface designating the parking space. It is unlawful to park any Vehicle across any such line or marking, or to park a Vehicle in such a position that it will not be entirely within the space designated by such lines or markings regardless if a space is adjacent to another parking space or not. This includes no parking off pavement, on vegetation or on dirt areas.

(viii) Use of Streets for Repairing Vehicles. No person shall construct or cause to be constructed, repair or cause to be repaired, grease or cause to be greased, dismantle or cause to be dismantled any Vehicle or any part thereof upon County Property, which includes but is not limited to any street, driveway or roadway falling within the definition of County Property. Temporary emergency repairs may be made.

(ix) Parking in/on Crosswalk. No person shall stop, park or leave standing any Vehicle whether attended or unattended within 20 ft of a crosswalk.

(x) Parking on Sidewalk. No person shall stop, park or leave standing any Vehicle whether attended or unattended on any portion of a sidewalk or with the body of the Vehicle extended over any portion of a sidewalk.

(xi) Obstructing Traffic. No person shall stop, park or leave standing any Vehicle whether attended or unattended alongside or opposite any street, when stopping, standing or parking would obstruct traffic.

(xii) Double Parking. No person shall stop, park or leave standing any Vehicle whether attended or unattended on the roadway side of any Vehicle

stopped, parked or standing at the curb edge of a street/roadway except for a school bus when stopped to load or unload pupils.

(xiii) Parking in a Red Zone. Red curb or red painting shall mean no stopping, standing or parking at any time except that a bus may stop in a red zone marked or signed as a bus zone.

(xiv) Parking in a Fire Lane. No person shall stop, park or leave standing any Vehicle whether attended or unattended at any curb, or in any location in a publicly or privately owned and operated off-street parking facility designated as a fire lane. The designation shall be indicated by a sign posted or by outlining or painting the place in red and in contrasting color marking the place with the words “fire lane”.

(xv) Removing a Chalk Mark or Other Designation. It is unlawful for any person to remove, obstruct or obscure a chalk mark or other mark or designation with the intent to restart the time in a posted time zone or on any street where the officer needs to ensure a Vehicle has not been parked over 72-hours. Removing a chalk mark can be, but is not limited to; physically wiping the chalk mark off, moving Vehicle in or out of a space enough to block the chalk mark from view, moving the Vehicle into another space in the same Block or zone.

(xvi) Blocking an Intersection. A driver shall not enter an intersection or marked crosswalk unless there is sufficient space on the other side of the intersection or marked crosswalk to accommodate the Vehicle driven without obstructing the through passage of Vehicles from either side.

(xvii) Parking within 7 1/2 ft of Train Track. No person shall stop, stand or park a Vehicle upon any railroad track or within 7 ½ feet of the nearest rail.

(xviii) Parking within 15 feet of Fire Driveway. No person shall stop, park or leave standing any Vehicle attended or unattended within fifteen (15) feet of a fire station or emergency services driveway.

(xix) Obstruct Sight Distance Over Six Feet Or More Within 100 Feet Of Intersection. No person shall stop, stand, or park any Vehicle any part of which, including any load thereon, exceeds six feet in height at any time during the day or night at any location on County Property within 100 feet of any intersecting street or alley.

(xx) Parking in a Closed County Park. No person shall stop, stand, or park a Vehicle after posted County Park closing times, unless the person has a valid overnight parking permit which must be displayed on the Vehicle.

(xxi) Parking Off Pavement. No person shall stop, stand or park a Vehicle off pavement, on vegetation, on beach areas or on dirt areas in a County Park or other County Property, unless such parking is specifically designated.

(xxii) Non-Payment of Overnight Fees in a County Park.

No person shall stop, stand or park any Vehicle overnight without paying overnight fees prior to overnight stay in a County Park.

(xxiii) Non-Payment of Day Use Fees in a County Park.

No person shall stop, stand or park any Vehicle in a County Park without paying the day use fee upon entrance or visibly displaying a valid parking permit issued by the County. If an County Employee or authorized representative is not available at the entrance, the day use fee must be paid by using the self-pay iron ranger or automated pay station prior to using the park facilities.

(xxiv) Non-Payment of Airport Fees. No person shall stop, stand, or park any Vehicle at the Sonoma County Airport without paying lot usage fees (on lots posted) upon exiting.

(xxv) Commercial Vehicle upon Residential Street. No person shall stop, stand, park or otherwise leave unattended any truck or trailer type Vehicle upon any residential street except during the loading or unloading thereof. This restriction shall apply to those trucks or trailers that are larger in size or carrying capacity than the standard pick-up truck type Vehicle which is defined as 10,000 pounds in the California Vehicle Code.

(xxvi) Parked in Excess of 72-hours. No person who owns or has possession, custody or control of any Vehicle shall park such Vehicle upon any street, roadway or parking lot for more than a consecutive period of seventy-two hours.

(xxvii) No Parking in a Bus Zone. No person shall stop, park or leave standing any Vehicle whether attended or unattended alongside curb space authorized for the loading and unloading of passengers of a bus engaged as a common carrier in local transportation when indicated by a sign or red paint on the curb.

(xxviii) Parked within 3-ft of Sidewalk/Crosswalk Ramp. No person shall stop, stand or park a Vehicle within 3 feet of that portion of a curb that has been cut down, lowered or constructed to provide wheelchair accessibility to the sidewalk.

(xxix) Use of Bike Racks. Only Bicycles may be parked in Bike Racks. Motorized Vehicles are prohibited.

(xxx) Parking Meter Zone Marking and Use of Spaces. Parking spaces shall have lines or markings painted upon the curb, street or lot adjacent to each parking meter, designating the parking space for which said meter is to be used and each Vehicle parked adjacent to any parking meter shall park within said lines or marking. It is unlawful to park any Vehicle across any such line or marking, or to park a Vehicle in such a position that it will not be entirely within the space designated by such lines or markings.

(xxxii) Parking Meter Zone Overtime Parking Prohibited. No person shall stop, park or leave standing any Vehicle whether attended or unattended upon any street or parking lot within a parking meter zone, next to which a parking meter is established, for more than the time indicated by proper signs placed on said meters or in such parking meter zone indicating the maximum parking time allowed in such parking space, or at any time as is necessary to operate the meter to show legal parking; parking is prohibited for more than the time so indicated.

(xxxiii) Meter Slugs Prohibited. It is unlawful to deposit or cause to be deposited in any parking meter any slug, device or metallic substitute for a coin of the United States; provided, however, that the use of tokens, lawfully issued by the County, in any parking meter where their use is so designated shall not be deemed to be a violation of the provisions of this section.

(xxxiv) Tampering with Meters. It is unlawful for any unauthorized person to open, or for any person to deface, injure, tamper with or willfully break, destroy or impair the usefulness of any parking meter installed pursuant to this chapter or to hitch and animals thereto.

(xxxv) Parking Vehicles Advertised "For Sale" Prohibited. It is unlawful for any person to park a Vehicle on any street for the purpose of displaying the same for sale unless the Vehicle is parked within (400) feet of the residence of the registered owner of the Vehicle.

(3) The Director of General Services is authorized to cause any Vehicle parked illegally in any area on County Property to be towed to a garage designated or maintained by the Director of General Services and there impounded subject to a lien on the Vehicle for the compensation of towage and storage costs incurred by the County as provided in Vehicle Code sections 22850 through 22851.12. The Director of General Services shall establish a schedule of maximum towing and storage costs that may be assessed against the registered owner. The registered owner shall be notified within forty-eight (48) hours that the Vehicle has been impounded and provided an opportunity for post-towing hearing as provided in Vehicle Code Sections 22852 through 22853.

(4) The Director of General Services may from time to time issue reserved parking permits for parking in those parking spaces marked "RESERVED PERMIT REQUIRED" and designated as such on the County Parking Plan. "Reserved

Permit Required” parking shall include Reserved Permit Only-Assigned, and Reserved Permit Only-Unassigned parking. Application for a Reserved Parking Permit shall be made in writing to the Director of General Services by the requesting individual. Such application shall be on a form approved by the Director of General Services, signed by the individual’s department director or designee, or in the case of a non-County Affiliated Employee, the County department director or designee requesting the permit for the individual, and shall be accompanied by a Reserved Parking Permit fee, the amount of which shall be established pursuant to subsection (h). All Reserved Parking Permits shall be for up to two years, expiring on the thirty-first (31st) day of December of their expiration year, unless specified otherwise below. The procedure for renewal of a Reserved Parking Permit shall be the same as for obtaining an original permit. Reserved Parking Permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the year of issue, the parking space for which the permit is valid, the words "County of Sonoma Reserved Parking Permit", and such other information as the Director of General Services may require. Reserved Parking Permits may incorporate necessary conditions, including the dates, times, and purposes for which the permit is valid. Reserved Parking Permits shall be issued on the basis of the availability of Reserved Permit Required parking spaces and the determination of the Director of General Services that the requesting individual falls into one of the following categories, subject to additional conditions as specified below. Reserved Parking Permits issued pursuant to this section may be rescinded by the Director of General Services at any time if the Director determines that the requirements of this section have been violated or that such action is necessary to meet a parking regulation objective.

(i) Elected County officials, County department heads, superior court judges, superior court commissioners, and County grand jury members. Such persons are eligible to receive one Reserved Permit Required parking permit unless they are a member of the Board of Supervisors, in which case they shall be eligible for two (2) Reserved Parking permits, one (1) for the Board Member and one (1) for his or her supervisory aide;

(ii) County Affiliated Employees with assigned County Vehicles who have significant field responsibility which requires close access to a specific building on County Property and/or frequent trips to and from County Property during normal business hours;

(iii) County Affiliated Employees who use their personal Vehicles for County business on a routine and frequent basis (minimum of three (3) days a week);

(iv) County Affiliated Employees who work late shifts and whose safety might be compromised by parking in a remote location. Such persons may be eligible for an unassigned-reserved permit during such times that safety might be compromised;

(v) County Affiliated Employees participating in the Ridesharing Program. Such individuals are eligible for an Reserved Permit Required

permit which may be used only when the Vehicle transports two (2) or more people to and from the County Administration Center a minimum of three (3) days a week;

(vi) County Affiliated Employees who have a temporary physical disability which requires close access to a specific building on County Property and whose treating physician provides written verification of need to the Director of General Services. Such permit may be issued for a time period of up to three months and may be renewed;

(vii) Commercial vendors and private contractors providing goods and services to the County whose functions require close and continuous access to a specific building on County Property. A Reserved Parking Permit may be issued to such persons for a limited time. Applications will be considered for approval on a case-by-case basis, pending provision of sufficient evidence that the requested permit will only be used for County business and in compliance with the requirements of this section. Any Reserved Parking Permit issued pursuant to this section will be void if used for any purpose unrelated to County business;

(viii) Duly accredited representatives of the press or other news media who attend and report on meetings of the Board of Supervisors as part of their job assignment; A Reserved Parking Permit may be issued to such persons for a limited time or for a period of time during the day. Applications will be considered for approval on a case-by-case basis, and the total overall number may be limited. Any Reserved Parking Permit issued pursuant to this section will be void if used for any purpose unrelated to attending and reporting on meetings of the Board of Supervisors as part of press representative's job assignment.

(ix) County Affiliated Employees who work at satellite offices and need to come to the County Administration Center to conduct County business;

(x) Such other categories of County Affiliated Employees or other persons designated by the Board of Supervisors pursuant to subsection of this section.

(5) The Director of General Services may from time to time issue temporary parking permits for parking in timed parking zones without citation. Application for a temporary parking permit shall be made in writing to the Director of General Services by the requesting individual. Such application shall be on a form approved by the Director of General Services and shall be accompanied by a temporary parking permit fee, the amount of which shall be established pursuant to subsection (h) of this section. All temporary parking permits shall be temporary, valid only for the dates shown on the permit. The procedure for renewal of a temporary parking permit shall be the same as for obtaining an original permit. Temporary parking permits shall consist of a receipt and a serially numbered permit stamped with an identifying number,

the dates for which the permit is valid, the words "County of Sonoma Temporary Parking Permit," and such other information as the Director of General Services may require. Temporary parking permits may incorporate necessary conditions, including the locations and purposes for which the permit is valid. Temporary parking permits shall be issued on the basis of the availability of timed parking zone spaces and the determination of the Director of General Services that the requesting individual falls into one of the following categories:

(i) Members of County boards and commissions, administrative hearing officers, jurors, and persons participating in legal or administrative proceedings at the request of the County;

(ii) County Affiliated Employees who are being recognized as part of the Employee Recognition Parking Program;

(iii) County Affiliated Employees who have a temporary physical disability which requires close access to a specific building on County Property and whose treating physician provides written verification of need to the Director of General Services;

(iv) Commercial vendors and private contractors providing goods and services to the county whose functions require close and continuous access to a specific building on County Property;

(v) Any other person who can demonstrate to the satisfaction of the Director of General Services that he or she has a temporary need for close and continuous access to a specific building on County Property;

(6) The Director of General Services may from time to time grant permission to the Sheriff's Office and other bona fide law enforcement agencies to park in those areas marked with a sign or other marking indicating "Sheriff's Vehicles Only and/or Emergency Vehicles Only and/or Transporting Officers Only and designated as such on the county parking plan.

(7) The Director of General Services shall cause copies of this section and the County Parking Plan to be maintained and available for public inspection at the office of the Director of General Services.

(8) The Director of General Services shall report to the Management Advisory Council on a regular basis concerning the status of parking regulation and enforcement on County Property. The Management Advisory Council shall provide advice and assistance to the Director of General Services in developing and recommending parking regulation and enforcement policies, procedures and programs to the Board of Supervisors, and in resolving parking regulation and enforcement disputes involving County Affiliated Employees.

(d) No person shall occupy or permit the use of occupancy of any Vehicle or Camper for Human Habitation, including, but not limited to, sleeping, eating, or resting, either singly or in groups, upon the sidewalks, driveways, paths, parking facilities, or grounds of County Property, without a permit or in designated areas.

(e) No person shall engage in roller skating or ride or propel any skateboard upon the sidewalks, driveways, paths, parking facilities, or grounds of County Property without the prior written consent of the Director of General Services.

(f) The Director of General Services shall cause signs giving notice of the regulations and special conditions imposed under this section to be erected and maintained in appropriate locations on County Property.

(g) The Board of Supervisors shall establish, by resolution, fines for parking violations on County Property.

(h) The Board of Supervisors may from time to time by resolution establish a schedule of fees and charges for parking permits issued under this section and for public parking on County Property.

(i) The Board of Supervisors may from time to time by ordinance, resolution, or other legislative enactments, whichever may be appropriate, adopt additional parking regulation and enforcement standards and criteria for County Property.

(j) The Parking Enforcement Officer shall be responsible for enforcing this section and for issuing citations for violations of its provisions.

(k) Any person who violates or fails to comply with any provision of this section is guilty of an infraction as provided in Vehicle Code Section 40000.1.

(l) Any person with more than five (5) unpaid parking citations will be subject to their Vehicle being “booted”. All fees must be cleared before boot is removed.

(Ord. No. 4717 §1, 1993; Ord. No. _____ §1, 2013)

II. Footnote (105), Editor’s note to Article II, Speed Restrictions, is amended as follows:

***Editor’s Note:** Ordinances pertaining to vehicular speed restrictions are not set forth in this code but have been adopted as Ordinance 664 and amendments thereto. Such ordinances will be found on file in the office of the clerk of the Board of supervisors. For state law as to decreasing local speed limits on state highways, see Veh. C. § 22358.*

III. Footnote (106), Editor’s note to Article III, Parking Regulations Generally, is amended to read as follows:

Editor's note: In addition to Chapter 18 of this code, Ordinance 2300 and amendments thereto have been adopted by the County as uncodified ordinances-not set forth in this code; to address and implement vehicular parking regulations and requirements, among other things, specified in the California Vehicle Code. Such ordinances will be found on file in the office of the clerk of the Board of Supervisors.

IV. Article IV, Abandoned, Wrecked, Dismantled or Inoperative Vehicles, Sections 18-4, *et seq.*, is amended to read as follows:

Sec. 18-4. - Findings and declarations.

In addition to and in accordance with the determination made and the authority granted by the state under section 22660 of the Vehicle Code to remove abandoned, wrecked, dismantled or inoperative Vehicles or parts thereof as public nuisances, the Board of Supervisors of the county hereby make the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled or inoperative Vehicles or parts thereof on private or public property not including highways is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore the presence of an abandoned, wrecked, dismantled or inoperative Vehicle or part thereof, on private or public property not including highways, except as expressly hereinafter permitted, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this article.

(Ord. No. 1176 § 1.)

Sec. 18-5. - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Abandoned Vehicle”. A Vehicle or parts thereof that is parked, stored or left on public or private property within the County which is abandoned, wrecked, dismantled or in inoperative condition for a period in excess of seventy-two or more consecutive hours, unless falling within an exemption specified in Section 18-14.

“County abandoned Vehicle hearing officer”. The county abandoned Vehicle hearing officer shall be that person designated by the Board of Supervisors by resolution.

“Highway”. A way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. The term includes street.

“Public property”. The term does not include "highway."

“Vehicle”. A device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks. “Vehicle” includes but is not limited to an automobile, motorcycle, trailer, or boat or other property on a trailer.

(Ord. No. 1806 § 1; Ord. No. _____ §3, 2013)

Sec. 18-6. - Authority to enter property.

The county zoning enforcement officer, or any person authorized by him, shall be authorized to enter upon private property or public property to remove or cause the removal of a Vehicle or parts thereof declared to be a nuisance pursuant to this article.

(Ord. No. 1806 § 2.)

Sec. 18-7. - Administrative costs.

The county abandoned Vehicle hearing officer shall from time to time determine and fix and amount to be assessed as administrative costs and removal costs under this article. Such costs shall be approved by resolution of the Board of Supervisors.

(Ord. No. 1806 § 3; Ord. No. _____ §3, 2013)

Sec. 18-8. - Required notices.

Not less than a ten day notice of intention to abate and remove a Vehicle or part thereof as a public nuisance shall be required prior to abatement and removal, unless the property owner and the owner of the Vehicle have signed releases authorizing removal and waiving further interest in the Vehicle or part thereof. Such notice shall contain a statement of the hearing rights of the owner of the property on which the Vehicle is located and the owner of the Vehicle. The statement shall include notice to the property owner that he may appear in person at a hearing or may present a sworn written statement denying responsibility for the presence of the Vehicle of the land, and that he or she has not subsequently acquiesced to the presence of the Vehicle, with his reasons for such denial, in lieu of appearing. If the County abandoned Vehicle hearing officer determines at the hearing that the Vehicle was placed on the land without the consent of the landowner and that he or she has not subsequently acquiesced to its presence, then the County abandoned hearing officer shall not assess costs of administration or removal of the Vehicle against the property upon which the Vehicle is located or otherwise attempt to collect those costs from the landowner. The notice of intention to abate shall be mailed, by registered or certified mail, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record unless the

Vehicle is in such condition that identification numbers are not available to determine ownership.

(Ord. No. 1806 § ; Ord. No. _____ §3, 2013)

Sec. 18-9. - Hearing—Notice to owner.

A public hearing shall be held on the question of abatement and removal of the Vehicle or part thereof as an abandoned, wrecked, dismantled or inoperative Vehicle and the assessment of the administrative costs and the cost of removal of the Vehicle or part thereof against the property on which it is located if (1) a written request for such a hearing is made by the owner of the Vehicle or the owner of the land upon which the Vehicle was located to the Sonoma County zoning enforcement officer and (2) such written request is made within ten days after the mailing of notice of intention to abate and remove the Vehicle. If the owner of the land on which the Vehicle is located submits a sworn written statement denying responsibility for the presence of the Vehicle on his or her land within that time period, this statement shall be construed as a request for hearing that does not require the presence of the owner submitting the request. If the request is not received within that period, the appropriate public body, agency or officer shall have the authority to remove the Vehicle. Notice of hearing shall be mailed at least ten days before the hearing by certified mail, with a five-day return requested, to the owner of the land as shown on the last equalized county assessment roll and to the last registered and legal owner of record unless the Vehicle is in such condition that identification numbers are not available to determine ownership.

(Ord. No. 1806 § 5; Ord. No. _____ §3, 2013)

Sec. 18-10. - Same—County abandoned Vehicle hearing officer to hear facts and testimony, impose conditions, etc.

All hearing under this article shall be held before the county abandoned Vehicle hearing officer who shall hear all facts and testimony he deems pertinent. Such facts and testimony may include testimony on the condition of the Vehicle or part thereof and the circumstances concerning its location on private property or public property. The abandoned Vehicle hearing officer shall not be limited by the technical rules of evidence. The owner of the land on which the Vehicle is located may appear in person at the hearing or present a written statement for consideration at the hearing, and deny responsibility for the presence of the Vehicle on the land, with his reasons for such denial.

The abandoned Vehicle hearing officer may impose such conditions and take such other action as he deems appropriate, under the circumstances to carry out the purpose of this article. He may delay the time for removal of the Vehicle or part thereof if, in his

opinion, the circumstances justify it. At the conclusion of the public hearing, the abandoned Vehicle hearing officer may find that a Vehicle or part thereof has been abandoned, wrecked, dismantled or is inoperative on private or public property and order the same removed from the property as a public nuisance and dispose of as hereafter provided and determine the administrative cost and the cost of removal to be charged against the owner of the parcel of land on which the Vehicle or part thereof is located. The order requiring removal shall include a description of the Vehicle or part thereof and the correct identification number and license number of the Vehicle if available.

If it is determined at the hearing that the Vehicle was placed on the land without the consent of the landowner and that he has not subsequently acquiesced in its presence, the abandoned Vehicle hearing officer shall not assess costs of administration or removal of the Vehicle against the property upon which the Vehicle is located or otherwise attempt to collect such cost from such land owner.

(Ord. No. 1806 § 6.)

Sec. 18-11. - Disposal; removed Vehicles not to be reconstructed or made operable.

Five days after adoption of the order declaring the Vehicle or part thereof to be a public nuisance, the Vehicles or parts thereof may be disposed of by removal to a scrapyard or automobile dismantler's yard. After a Vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a Vehicle that qualifies for either horseless carriage license plates or historical Vehicle license plates, pursuant to Section 5004 of the Vehicle Code, in which case the Vehicle may be reconstructed or made operable.

(Ord. No. 1806 § 7; Ord. No. _____ §3, 2013)

Sec. 18-12. - Notice and transmission of evidence of registration to department of motor Vehicles.

Within five days after the date of removal of the Vehicle or part thereof, notice shall be given to the department of motor Vehicles identifying the Vehicle or part thereof removed. At the same time there shall be transmitted to the department of motor Vehicles any evidence of registration available, including registration certificates, certificates of title and license plates.

(Ord. No. 1176 § 11.)

Sec. 18-13. - Delinquent costs assessed against land; collection and priority of assessment.

If the administrative costs and the removal and fines which are charged against the owner of a parcel of land pursuant to section 18-7 or section 18-40 are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs shall be assessed against the parcel of land pursuant to section 25845 of the Government Code and shall be transmitted to the auditor and tax collector for collection. Such assessment shall have the same priority as other taxes.

(Ord. No. 1176 § 12; Ord. No. _____ §3, 2013)

Sec. 18-14. - Exemptions.

This article shall not apply to:

- (a) A Vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property.
- (b) A Vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantle; licensed Vehicle dealer a junk dealer, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under provisions of law other than chapter 10 (commencing with section 22650) of division 11 of the Vehicle Code and this article.

(Ord. No. 1176 § 2; Ord. No. _____ §3, 2013)

Sec. 18-15. - Administration and enforcement of article.

Except as otherwise provided herein, the provisions of this article shall be administered and enforced by the county zoning enforcement officer or his authorized assistants. In the enforcement of this article such officer and his assistant may enter upon private or public property to examine a Vehicle or parts thereof, or obtain information as to the identity of a Vehicle and to remove or cause the removal of a Vehicle or part thereof, declared to be a nuisance pursuant to this article. (Ord. No. 1806 § 8.). This chapter may also be enforced by the California Highway Patrol.

(Ord. No. 1667 § 2.)

Sec. 18-16. - Article not exclusive.

This article is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative Vehicles within the unincorporated area of the county. It shall supplement and be in addition to the other regulatory codes, statues, and ordinances heretofore or hereafter enacted by the county, the state, or any other legal entity or agency having jurisdiction.

(Ord. No. 1176 § 3.)

ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 18, MOTOR VEHICLES AND TRAFFIC.

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. (1) Article I, In General, of Chapter 18 of the Sonoma County Code, Section 18-1, Regulation of traffic on County owned and controlled property, (2) Article II of Chapter 18 of the Sonoma County Code, Footnote (105), Editor's note, Speed Restrictions, (3) Article III of Chapter 18 of the Sonoma County Code, Footnote (106), Editor's note, Parking Regulations Generally, and (4) Article IV, Abandoned, Wrecked, Dismantled or Inoperative Vehicles, of Chapter 18 of the Sonoma County Code are hereby amended as set forth in Exhibit A, incorporated herein by this reference.

SECTION II. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION III. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published as follows: either (1) once before the expiration of fifteen (15) days after said passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include the names of the Supervisors voting for or against the same, and shall be in a newspaper of general circulation published in the County of Sonoma, State of California, and the Clerk of the Board shall post in the office of the Clerk, a certified copy of the full text of this ordinance along with the names of those Directors voting for or against the Ordinance.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ____ day of _____, 2013, and finally passed and adopted this ____ day of _____, 2013,

(Ord. No ____ , 2013)

Exhibit A

to Ordinance ____ Amending Chapter 18, Motor Vehicles and Traffic of the Sonoma County Code

I. Article 1, Sec. 18-1, Regulation of traffic on County Owned and Controlled Property, is amended to read as follows.

(a) Definitions. For the purposes of this Section 18-1 (“section”), the following words and phrases shall have the meanings respectively ascribed to them by this section ~~subdivision~~ unless the provision or context requires otherwise:

(1) “Bicycle” means a device upon which any person may ride, propelled exclusively by human power through a belt, chain or gears, and having one or more wheels.

(2) “Bicycle Rack” means any device installed for the purpose of securing bicycles only.

(3) “Block” means a section of roadway, including the area immediately adjacent to the curb, between two intersections.

(4) “Boot” describes a device that is attached to the wheel of a Vehicle to restrict movement, allowing fines to be cleared before removal. Device must be manually removed from authorizing personnel.

(4)(5) “Camper” means a structure designed to be mounted upon a motor Vehicle (as defined by Section 670 of the California Vehicle Code) and to provide facilities for human habitation or camping purposes.

(6) “Camping” means sleeping, cooking, setting up housekeeping, pitching a tent or other temporary shelter, and/or using camp paraphernalia, includes the verb, to “camp”.

(7) “County Administration Center” means all that real property owned or controlled by the County commonly known as the Sonoma County Administration Center and being the lands describe in the documents recorded in the Official Records in Book 2083, Page 514, Book 2272, Page 56, Book 2379, Page 535, Book 2535, Page 546, Book 2927, Page 924, and recorded as document numbers 81038465 and 85078119 of Official Records, Sonoma County Records, and more particularly described as follows:

Beginning at the intersection of the westerly line of Mendocino Avenue with the centerline of Paulin Creek, said point being the southeast corner of the lands of the County of Sonoma; thence westerly along the centerline of Paulin Creek to the

northeasterly right-of-way line of the U.S. 101 Freeway; thence northwesterly along the northeasterly right-or-way line of said U.S. 101 Freeway to the northwest corner of the land of the County of Sonoma; thence easterly along the northerly line of said lands of the County of Sonoma to the southwesterly line of Mendocino Avenue; thence southeasterly along the southwesterly line of Mendocino to the point of beginning.

(8) “County Affiliated Employee” means a County Employee, an employee of a special district or agency in which the majority of directors is composed of members of the Sonoma County Board of Supervisors, or a state of California employee receiving monetary compensation for such employment through the State of California Superior Court System.

(9) “County Employee” means any individual who is currently employed by the County of Sonoma and who is receiving monetary compensation for such employment through the Auditor/Controller Payroll division of the County of Sonoma. A contractor who receives compensation through contract is not considered a “County Employee.”

(2)(10) "County Property" means any and all real property, including but not limited to roads, owned or directly controlled by the County pursuant to a property interest or other legal mechanism, and includes but may not be limited to the County Administration Center, the Sonoma County Airport, and all parks owned or operated by the County (“County Park” or “Park”).

(3)(11) "County Parking Plan" or "Parking Plan" means that certain plan in diagram form entitled "Sonoma County Parking Plan" prepared and from time to time revised by the Director of General Services pursuant to this section.

(4)(12) "Director of General Services" means the Director of General Services of the County, or his designee.

(5)(13) "Employee Recognition Parking Program" means the special recognition parking program for County Affiliated Employees established by the Management Advisory Council and administered by the Director of General Services.

(14) “Freight” means any object weighing ten or more pounds.

(14) —“General Parking” means parking for the general public, which includes but is not limited to County Employees, State employees, and private citizens.

~~(6)~~(15) "Management Advisory Council" means the Sonoma County Management Advisory Council selected by the department heads of the County from among their membership.

(16) "Overnight" means a period of over 30 minutes between the hours of 12:00 a.m. to 5:00 a.m.

~~(7)~~(17) "Parking Enforcement Officer" means the Director of General Services or the a County Employee or duly authorized representative Employees of a private security firm engaged by the county to perform parking regulation and enforcement services for county property designated by the Director of General Services.

(18) "Parking Meter Zone" means a portion or portions of streets or lots described and established as zones within which the parking of Vehicles shall be controlled, regulated and inspected with the aid of timing devices or meters, here in referred to as "parking meters" or "meters."

(19) "Reserved Parking Permit" means a written permit issued by the Director of General Services to park in an assigned, unassigned or special parking zone or zones.

~~(8)~~(20) "Ridesharing Program" means the ridesharing program for County Affiliated Employees established by the Management Advisory Council and administered by the Director of General Services.

(21) "Routine and Frequent" means a minimum of multiple times per day, and/or multiple days per regular workweek. Personal time (i.e. lunch, break, etc.) is excluded from this definition.

(22) "Satellite Offices" means a facility or group of facilities that are operated by the County located off the grounds of the County Administration Center.

~~(9)~~(23) "Sheriff's ~~Department~~ Office" means the Sonoma County Sheriff's ~~Department~~ Office".

(24) "Temporary Parking Permit" means a permit limited in time to park in a timed parking zone during the time limit without citation.

(25) "Traffic" includes pedestrians, ridden animals, Vehicles, street cars, and other conveyances (including bicycles and skateboards), either singly or together, while using any highway .

(26) "Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, excepting a

device moved exclusively by human power or used exclusively upon stationary rails or tracks. "Vehicle" includes but is not limited to an automobile, motorcycle, trailer, or boat or other property on a trailer.

(27) "Vehicle Code" means the California Vehicle Code.

(28) "Visitor" means any individual who is not a County Affiliated Employee or other person performing work duties for the County during the relevant time period. County Affiliated Employees or other persons who are conducting personal business during the relevant time period fall within the definition of "Visitor."

(b) Applicability of Vehicle Code. All the provisions of the Vehicle Code relating to Traffic upon the highways shall be applicable to the Traffic upon the driveways, paths, parking facilities, and grounds of County Property. Such provisions are additive to the provisions of this section and may be enforced as a violation of this section.

(c) Parking Regulations. No person shall stop, park, or leave standing any Vehicle, whether attended or unattended, upon the driveways, paths, parking facilities, or grounds of County Property, except upon and subject to the following regulations and special conditions. Violation of the following parking regulations is subject to enforcement, including but not limited to, issuance of a parking citation and payment of a penalty, and/or towing of the Vehicle at the owner's expense, in accordance with requirements specified in or authorized by this section.

(1) The Director of General Services shall have the authority to erect signs, place parking meters and cause the curbs and parking facilities on County Property to be marked in accordance with these Parking Regulations, the County Parking Plan and Vehicle Code sections 21400, 21458, 22511.7, and 22511.8. When authorized signs, parking meters or curb markings have been determined by the Director of General Services to be necessary and are in place giving notice thereof, no operator of any Vehicle shall stop, stand or park such Vehicle in the area designated by such sign, parking meter or curb marking in violation thereof. The Parking Plan shall be prepared and may from time to time be revised by the Director of General Services consistent with this section and the policies, procedures, and programs of the County pertaining to Traffic regulation and enforcement on County Property. The Parking Plan in its present or hereafter current form is hereby adopted and incorporated by reference as fully as if set out at full length herein. ~~On the Parking Plan,~~ The Director of General Services shall designate the areas on County Property subject to the following parking regulations. Such designated areas shall be specified on the Parking Plan.:- Parking signs may address but are not limited to the following parking situations:

(i) ~~Tow Away.~~ No Parking. In those areas so designated, parking shall be prohibited at all times. When such curb markings or signs are in place, no operator of any Vehicle shall stop, stand or park such Vehicle adjacent to any such curb markings or

sign.

~~(ii) No Overnight Parking. In those areas so designated, parking overnight shall be prohibited.~~

~~(iii) No Early Morning Parking. In those areas so designated, parking shall be prohibited between the hours of 2:00 a.m. and 6:30 a.m.~~

~~(ii) (iv) Freight Loading. In those areas so designated, parking shall be restricted to Vehicles engaged in loading or unloading freight, and then only for the time actually necessary for the same, but not to exceed a maximum period of thirty (30) consecutive minutes. Freight loading zones shall have yellow curb markings. No person shall stop, stand, or park a Vehicle in any Freight loading zone for any purpose other than loading or unloading Freight. Vehicles loading or unloading Freight must also have a permit or valid commercial licensed plates.~~

~~(iii) Passenger Loading. In those areas so designated, parking shall be restricted to Vehicles engaged in loading or unloading passengers, and then only for the time actually necessary for the same, but not to exceed a maximum period of thirty (30) consecutive minutes, unless another time is specified. Passenger loading zones shall have white curb markings. No person shall stop, stand, or park a Vehicle in any passenger loading zone for any purpose other than loading or unloading passengers. The driver of the Vehicle must stay with the Vehicle while parked in the passenger loading area.~~

~~(iv) Visitor Parking. In those areas so designated, only Visitors are allowed to park, subject to any times designated.~~

~~(v) Timed Parking Zones. Parking shall be limited to the times designated in the following time limited parking zones. Green curb markings shall indicate that a timed parking zone is applicable, and signs shall specify the time limit. Such limitations shall apply between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and County-observed holidays, unless further designated as applying for a longer period up to twenty-four (24) hours or further designated as applying during weekend days or holidays. In all parking time zones, a Vehicle must leave the Block and timed parking zone after parking once the posted time has expired and may not return to this Block/zone for a minimum of two (2) hours.~~

~~a. (v) LIMITED TIME Fifteen (15) Minutes. In those areas so designated, parking shall be restricted to not to exceed a maximum period of fifteen (15) consecutive minutes between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and holidays, unless further designated as twenty four (24) hour enforcement.~~

~~b. (vi) LIMITED TIME Thirty (30) Minutes. In those~~

areas so designated, parking shall be restricted to not to exceed a maximum period of thirty (30) consecutive minutes between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and holidays, unless further designated as twenty four (24) hour enforcement.

c. One (1) Hour.

d. Ninety (90) Minutes.

e. ~~(vii) LIMITED TIME~~ Two (2) Hours. ~~In those areas so designated, parking shall be restricted to not to exceed a maximum period of two (2) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and holidays, unless further designated as twenty four (24) hour enforcement.~~

f. ~~(viii) LIMITED TIME~~ Three (3) Hours. ~~In those areas so designated, parking shall be restricted to not to exceed a maximum period of two (2) consecutive hours between the hours of 7:00 a.m. and 6:00 p.m., except Saturdays, Sundays, and holidays, unless further designated as twenty four (24) hour enforcement. ;~~

g. Four (4) Hours.

~~(ix) TWENTY-FOUR (24) HOUR ENFORCEMENT.~~ In those areas so designated, time limit restrictions shall be effective at all times.

~~(vi)(x)~~ Handicapped or Disabled. In those areas so designated, parking shall be limited exclusively to the Vehicles of physically handicapped or disabled persons as described in Vehicle Code section 22511.5.

~~(vii)(xi)~~ Reserved Permit Required. In those areas so designated, parking shall be limited exclusively to Vehicles issued Reserved Parking Permits pursuant to this section. A Reserved Parking Permit is only valid in reserved lot(s) and/or space(s) assigned to the permit. "Reserved Permit -Assigned" describes a permit to park in a specific parking space or may be used to designate a specific parking space. "Reserved Permit -Unassigned" describes a permit to park anywhere in a specific parking area, or may be used to designate a parking area.

~~(xii) PERMIT ONLY.~~ In those areas so designated, parking shall be limited exclusively to Vehicles issued county parking permits pursuant to this section.

~~(i)(xiii)~~ PUBLIC GENERAL PARKING. In those areas so designated, parking shall be available to the general public.

~~(viii)(xiv)~~ SHERIFF'S VEHICLES AND OTHER Authorized Emergency Vehicles Only. In those areas so designated, parking shall be limited exclusively to authorized emergency Vehicles of the Sheriff's Department Office and other authorized law enforcement agencies.

~~.0(xv) RESTRICTED AREA. In those areas so designated, parking shall be limited exclusively to the posted restriction(s) (type of Vehicle, type of occupant of Vehicle, type of visit required, etc.) pursuant to this section.~~

(2) Vehicles on County Property must comply with the following additional parking requirements.

(i) No Overnight Parking. Overnight parking means stopping, standing or parking a Vehicle for a period of over thirty (30) minutes between the hours of 2:00 a.m. and 6:00 a.m. No overnight parking is permitted on County Property, except in those areas designated as reserved for County Affiliated Employees with the proper permit that work evening or night shift, or in those areas designated for County owned Vehicles, or for those persons with a valid County overnight parking permit which is displayed on the Vehicle.

(ii) Illegal Parking. No operator of any Vehicle shall stop, stand, park or leave standing such Vehicle in any of the following places, except when necessary to avoid a conflict with other traffic or in compliance with the direction of a peace officer or other authorized officer or traffic sign or signal:

a. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings;

b. On either side of any street between the projected property lines of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or red paint upon the curb surface;

c. In an area where the Director of General Services or designee determine that the parking or stopping of a Vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;

d. In any area designated by the Director of General Services or designee as a no parking area, when such area is indicated by appropriate signs or by red paint upon the surface;

e. Upon, along or across any railway track in such manner as to hinder, delay or obstruct the movement of any Vehicle traveling upon such track;

f. In any area where the parking, standing or stopping of any Vehicle would constitute a traffic hazard or would endanger life or property;

g. On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway or the installation of underground utilities or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such Vehicle would prohibit or interfere with such use or movement; provided, that the signs giving notice of such no parking are erected or placed at least twenty-four hours prior to the effective time of such no parking;

h. At any place within twenty feet of a point on the curb immediately opposite the middle Block end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface;

i. At any place within twenty feet of a crosswalk at an intersection except that a bus may stop at a designated bus stop;

j. Within twenty feet of the approach to any traffic signal, stop sign or official electric flashing device.

(iii) Parallel Parking.

a. Where otherwise permitted, parking must be parallel to the roadway unless diagonal parking is designated.

b. Every Vehicle stopped or parked upon a roadway where there are adjacent curbs shall be stopped or parked within 18 inches of the right-hand curb, except that motorcycles shall be parked with at least one wheel or fender touching the right-hand curb.

c. For slopes above 15%, the front wheels must be turned at an angle of 30% toward the right side of the roadway/curb for down hill slopes and away from the right side of the roadway/curb for up hill slopes.

d. No parking opposite the flow of traffic on the roadway is permitted.

(iv) Diagonal Parking. No diagonal parking along roadways is permitted unless diagonal parking is specifically designated. On any street or lot when signs or pavement markings are in place indicating diagonal parking, parking of Vehicles must be in accordance with the following requirements.

a. The Vehicle must be parked at the angle to the curb indicated by signs or pavement markings allotting space to park Vehicles and entirely within the limits of said allotted space.

b. The Vehicle must be parked with the front wheel nearest the curb within six (6) inches of said curb.

c. The Vehicle must be parked in the same direction as traffic flow.

(v) Unattended Vehicle – Engine Running and Emergency Brake Not Engaged). No person driving, or in control of, or in charge of, a motor Vehicle shall permit it to stand on any street or lot unattended without first effectively setting the brakes thereon and stopping the motor thereof.

(vi) Parking within fifteen (15) feet of a Fire Hydrant. No person shall stop, park, or leave standing any Vehicle within 15 feet of a fire hydrant except if the Vehicle is owned or operated by a fire department and is clearly marked as a fire department Vehicle.

(vii) Not Within a Designated Space. Vehicles parked on County Property must be parked in such a way that all wheels are within the delineators that are painted on the road surface designating the parking space. It is unlawful to park any Vehicle across any such line or marking, or to park a Vehicle in such a position that it will not be entirely within the space designated by such lines or markings regardless if a space is adjacent to another parking space or not. This includes no parking off pavement, on vegetation or on dirt areas.

(viii) Use of Streets for Repairing Vehicles. No person shall construct or cause to be constructed, repair or cause to be repaired, grease or cause to be greased, dismantle or cause to be dismantled any Vehicle or any part thereof upon County Property, which includes but is not limited to any street, driveway or roadway falling within the definition of County Property. Temporary emergency repairs may be made.

(ix) Parking in/on Crosswalk. No person shall stop, park or leave standing any Vehicle whether attended or unattended within 20 ft of a crosswalk.

(x) Parking on Sidewalk. No person shall stop, park or leave standing any Vehicle whether attended or unattended on any portion of a sidewalk or with the body of the Vehicle extended over any portion of a sidewalk.

(xi) Obstructing Traffic. No person shall stop, park or leave standing any Vehicle whether attended or unattended alongside or opposite any street, when stopping, standing or parking would obstruct traffic.

(xii) Double Parking. No person shall stop, park or leave standing any Vehicle whether attended or unattended on the roadway side of any Vehicle stopped, parked or standing at the curb edge of a street/roadway except for a school bus when stopped to load or unload pupils.

(xiii) Parking in a Red Zone. Red curb or red painting shall mean no stopping, standing or parking at any time except that a bus may stop in a red zone marked or signed as a bus zone.

(xiv) Parking in a Fire Lane. No person shall stop, park or leave standing any Vehicle whether attended or unattended at any curb, or in any location in a publicly or privately owned and operated off-street parking facility designated as a fire lane. The designation shall be indicated by a sign posted or by outlining or painting the place in red and in contrasting color marking the place with the words “fire lane”.

(xv) Removing a Chalk Mark or Other Designation. It is unlawful for any person to remove, obstruct or obscure a chalk mark or other mark or designation with the intent to restart the time in a posted time zone or on any street where the officer needs to ensure a Vehicle has not been parked over 72-hours. Removing a chalk mark can be, but is not limited to; physically wiping the chalk mark off, moving Vehicle in or out of a space enough to block the chalk mark from view, moving the Vehicle into another space in the same Block or zone.

(xvi) Blocking an Intersection. A driver shall not enter an intersection or marked crosswalk unless there is sufficient space on the other side of the intersection or marked crosswalk to accommodate the Vehicle driven without obstructing the through passage of Vehicles from either side.

(xvii) Parking within 7 1/2 ft of Train Track. No person shall stop, stand or park a Vehicle upon any railroad track or within 7 1/2 feet of the nearest rail.

(xviii) Parking within 15 feet of Fire Driveway. No person shall stop, park or leave standing any Vehicle attended or unattended within fifteen (15) feet of a fire station or emergency services driveway.

(xix) Obstruct sight distance over six feet or more within 100 feet of intersection. No person shall stop, stand, or park any Vehicle any part of which, including any load thereon, exceeds six feet in height at any time during the day or night at any location on County Property within 100 feet of any intersecting street or alley.

(xx) Parking in a Closed County Park. No person shall stop, stand, or park a Vehicle after posted County Park closing times, unless the person has a valid overnight parking permit which must be displayed on the Vehicle.

(xxi) Parking Off Pavement. No person shall stop, stand or park a Vehicle off pavement, on vegetation, on beach areas or on dirt areas in a County Park or other County Property, unless such parking is specifically designated.

(xxii) Non-Payment of Overnight Fees in a County Park.

No person shall stop, stand or park any Vehicle overnight without paying overnight fees prior to overnight stay in a County Park.

(xxiii) Non-Payment of Day Use Fees in a County Park.

No person shall stop, stand or park any Vehicle in a County Park without paying the day use fee upon entrance or visibly displaying a valid parking permit issued by the County. If a County Employee or authorized representative is not available at the entrance, the day use fee must be paid by using the self-pay iron ranger or automated pay station prior to using the park facilities.

(xxiv) Non-Payment of Airport Fees. No person shall stop, stand, or park any Vehicle at the Sonoma County Airport without paying lot usage fees (on lots posted) upon exiting.

(xxv) Commercial Vehicle upon Residential Street. No person shall stop, stand, park or otherwise leave unattended any truck or trailer type Vehicle upon any residential street except during the loading or unloading thereof. This restriction shall apply to those trucks or trailers that are larger in size or carrying capacity than the standard pick-up truck type Vehicle which is defined as 10,000 pounds in the California Vehicle Code.

(xxvi) Parked in Excess of 72-hours. No person who owns or has possession, custody or control of any Vehicle shall park such Vehicle upon any street, roadway or parking lot for more than a consecutive period of seventy-two hours.

(xxvii) No Parking in a Bus Zone. No person shall stop, park or leave standing any Vehicle whether attended or unattended alongside curb space authorized for the loading and unloading of passengers of a bus engaged as a common carrier in local transportation when indicated by a sign or red paint on the curb.

(xxviii) Parked within 3-ft of Sidewalk/Crosswalk Ramp. No person shall stop, stand or park a Vehicle within 3 feet of that portion of a curb that has been cut down, lowered or constructed to provide wheelchair accessibility to the sidewalk.

(xxix) Use of Bike Racks. Only Bicycles may be parked in Bike Racks. Motorized Vehicles are prohibited.

(xxx) Parking Meter Zone Marking and Use of Spaces. Parking spaces shall have lines or markings painted upon the curb, street or lot adjacent to each parking meter, designating the parking space for which said meter is to be used and each Vehicle parked adjacent to any parking meter shall park within said lines or marking. It is unlawful to park any Vehicle across any such line or marking, or to park a Vehicle in such a position that it will not be entirely within the space designated by such lines or markings.

(xxxi) Parking Meter Zone Overtime Parking Prohibited. No person shall stop, park or leave standing any Vehicle whether attended or unattended upon any street or parking lot within a parking meter zone, next to which a parking meter is established, for more than the time indicated by proper signs placed on said meters or in such parking meter zone indicating the maximum parking time allowed in such parking space, or at any time as is necessary to operate the meter to show legal parking; parking is prohibited for more than the time so indicated.

(xxxii) Meter Slugs Prohibited. It is unlawful to deposit or cause to be deposited in any parking meter any slug, device or metallic substitute for a coin of the United States; provided, however, that the use of tokens, lawfully issued by the County, in any parking meter where their use is so designated shall not be deemed to be a violation of the provisions of this section.

(xxxiii) Tampering with Meters. It is unlawful for any unauthorized person to open, or for any person to deface, injure, tamper with or willfully break, destroy or impair the usefulness of any parking meter installed pursuant to this chapter or to hitch and animals thereto.

(xxxiv) Parking Vehicles Advertised "For Sale" Prohibited. It is unlawful for any person to park a Vehicle on any street for the purpose of displaying the same for sale unless the Vehicle is parked within (400) feet of the residence of the registered owner of the Vehicle.

(23) The Director of General Services is authorized to cause any Vehicle parked illegally in any area on County Property to be towed to a garage designated or maintained by the Director of General Services and there impounded subject to a lien on the Vehicle for the compensation of towage and storage costs incurred by the County as provided in Vehicle Code sections 22850 through 22851.12. The Director of General Services shall establish a schedule of maximum towing and storage costs that may be assessed against the registered owner. The registered owner shall be notified within forty-eight (48) hours that the Vehicle has been impounded and provided an opportunity for post-towing hearing as provided in Vehicle Code Sections 22852 through 22853.

(34) The Director of General Services may from time to time issue reserved parking permits for parking in those parking spaces marked "RESERVED PERMIT REQUIRED" and designated as such on the County Parking Plan. "Reserved Permit Required" parking shall include Reserved Permit Only-Assigned, and Reserved Permit Only-Unassigned parking. Application for a Reserved Parking Permit shall be made in writing to the Director of General Services by the requesting individual. Such application shall be on a form approved by the Director of General Services, signed by the individual's department director or designee, or in the case of a non-County Affiliated Employee, the County department director or designee requesting the permit for the individual, and shall be accompanied by a Reserved Parking Permit fee, the amount of which shall be established pursuant to subsection (h). All Reserved Parking Permits shall be

annual for up to two years, expiring on the last thirty-first (31st) day of December of their expiration year, unless specified otherwise below. The procedure for renewal of a Reserved Parking Permit shall be the same as for obtaining an original permit. Reserved Parking Permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the year of issue, the parking space for which the permit is valid, the words "County of Sonoma Reserved Parking Permit", and such other information as the Director of General Services may require. Reserved Parking Permits may incorporate necessary conditions, including the dates, times, and purposes for which the permit is valid. Reserved Parking Permits shall be issued on the basis of the availability of Reserved Permit Required parking spaces and the determination of the Director of General Services that the requesting individual falls into one of the following categories, subject to additional conditions as specified below. Reserved Parking Permits issued pursuant to this section may be rescinded by the Director of General Services at any time if the Director determines that the requirements of this section have been violated or that such action is necessary to meet a parking regulation objective.

(i) Elected County officials, County department heads, superior court judges, superior court commissioners, and County grand jury members. Such persons are eligible to receive one Reserved Permit Required parking permit unless they are a member of the Board of Supervisors, in which case they shall be eligible for two (2) Reserved Parking permits, one (1) for the Board Member and one (1) for his or her supervisorial aide;

(ii) County Affiliated Employees with assigned County Vehicles who have significant field responsibility which requires close access to a specific building on County Property and/or frequent trips to and from County Property during normal business hours;

(iii) County Affiliated Employees who use their personal Vehicles for County business on a routine and frequent basis (minimum of three (3) days a week);

(iv) County Affiliated Employees who work late shifts and whose safety might be compromised by parking in a remote location. Such persons may be eligible for an unassigned-reserved permit during such times that safety might be compromised;

(v) County Affiliated Employees participating in the Ridesharing Program. Such individuals are eligible for an Reserved Permit Required permit which may be used only when the Vehicle transports two (2) or more people to and from the County Administration Center a minimum of three (3) days a week;

(vi) County Affiliated Employees who have a temporary physical disability which requires close access to a specific building on County Property and whose treating physician provides written verification of need to the Director of General Services. Such permit may be issued for a time period of up to three months and may be renewed;

(vii) Commercial vendors and private contractors providing goods and services to the County whose functions require close and continuous access to a specific building on County Property. A Reserved Parking Permit may be issued to such persons for a limited time. Applications will be considered for approval on a case-by-case basis, pending provision of sufficient evidence that the requested permit will only be used for County business and in compliance with the requirements of this section. Any Reserved Parking Permit issued pursuant to this section will be void if used for any purpose unrelated to County business;

(viii) Duly accredited representatives of the press or other news media who attend and report on meetings of the Board of Supervisors as part of their job assignment; A Reserved Parking Permit may be issued to such persons for a limited time or for a period of time during the day. Applications will be considered for approval on a case-by-case basis, and the total overall number may be limited. Any Reserved Parking Permit issued pursuant to this section will be void if used for any purpose unrelated to attending and reporting on meetings of the Board of Supervisors as part of press representative's job assignment.

(ix) County Affiliated Employees who work at satellite offices and need to come to the County Administration Center to conduct County business;

(ix) Such other categories of County Affiliated Employees or other persons designated by the Board of Supervisors pursuant to subsection (hi) of this section.

~~Members of the Board of Supervisors shall be eligible for two (2) reserved parking permits, one (1) for the Board Member and one (1) for his or her supervisory aide. All other qualified individuals shall be eligible for one (1) reserved parking permit.~~

(45) The Director of General Services may from time to time issue temporary parking permits for parking in timed parking zones without citation. Application for a temporary parking permit shall be made in writing to the Director of General Services by the requesting individual. Such application shall be on a form approved by the Director of General Services and shall be accompanied by a temporary parking permit fee, the amount of which shall be established pursuant to subsection (h) of this section. All temporary parking permits shall be temporary, valid only for the dates shown on the permit. The procedure for renewal of a temporary parking permit shall be the same as for obtaining an original permit. Temporary parking permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the dates for which the permit is valid, the words "County of Sonoma Temporary Parking Permit," and such other information as the Director of General Services may require. Temporary parking permits may incorporate necessary conditions, including

the locations and purposes for which the permit is valid. Temporary parking permits shall be issued on the basis of the availability of timed parking zone spaces and the determination of the Director of General Services that the requesting individual falls into one of the following categories:

(i) Members of County boards and commissions, administrative hearing officers, jurors, and persons participating in legal or administrative proceedings at the request of the County;

(ii) County Affiliated Employees who are being recognized as part of the Employee Recognition Parking Program;

(iii) County Affiliated Employees who have a temporary physical disability which requires close access to a specific building on County Property and whose treating physician provides written verification of need to the Director of General Services;

(iv) Commercial vendors and private contractors providing goods and services to the county whose functions require close and continuous access to a specific building on County Property;

(v) Any other person who can demonstrate to the satisfaction of the Director of General Services that he or she has a temporary need for close and continuous access to a specific building on County Property;

~~(5) — The director of general services may from time to time issue county parking permits for parking in those areas marked "PERMIT ONLY" and designated as such on the County Parking Plan. Application for a county parking permit shall be made in writing to the director of general services by the requesting individual. Such application shall be on a form approved by the director of general services and shall be accompanied by a county parking permit fee, the amount of which shall be established pursuant to subsection (h) of this section. All county parking permits shall be annual, expiring on the last day of December next following their date of issue. The procedure for renewal of a county parking permit shall be the same as for obtaining an original permit. County parking permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the year of issue, the words "County of Sonoma Parking Permit," and such other information as the director of general services may require. County parking permits shall be issued on the basis of the availability of permit only parking spaces and the determination of the director of general services that the requesting individual falls into a category of county employees or other persons designated by the Board of Supervisors pursuant to subsection (i) of this section.~~

(6) The Director of General Services may from time to time grant permission to the Sheriff's department Office and other bona fide law enforcement agencies to park in those areas marked with a sign or other marking indicating "Sheriff's Vehicles Only

~~HERIFF'S VEHICLES and/or OTHER AUTHORIZED Emergency Vehicles Only~~
~~EMERGENCY VEHICLES ONLY" and/or OR Transporting Officers Only~~
~~"TRANSPORTING OFFICERS ONLY"~~ and designated as such on the county parking plan.

(7) The Director of General Services shall cause copies of this section and the County Parking Plan to be maintained and available for public inspection at the office of the Director of General Services.

(8) The Director of General Services shall report to the Management Advisory Council on a regular basis concerning the status of parking regulation and enforcement on County Property. The Management Advisory Council shall provide advice and assistance to the Director of General Services in developing and recommending parking regulation and enforcement policies, procedures and programs to the Board of Supervisors, and in resolving parking regulation and enforcement disputes involving County Affiliated Employees.

(d) No person shall occupy or permit the use of occupancy of any Vehicle or Camper for human habitation, including, but not limited to, sleeping, eating, or resting, either singly or in groups, upon the sidewalks, driveways, paths, parking facilities, or grounds of County Property, without a permit or in designated areas.

(e) No person shall engage in roller skating or ride or propel any skateboard upon the sidewalks, driveways, paths, parking facilities, or grounds of County Property without the prior written consent of the Director of General Services.

(f) The Director of General Services shall cause signs giving notice of the regulations and special conditions imposed under this section to be erected and maintained in appropriate locations on County Property.

(g) The Board of Supervisors shall establish, by resolution, fines for parking violations on County Property.

(h) The Board of Supervisors may from time to time by resolution establish a schedule of fees and charges for parking permits issued under this section and for public parking on County Property.

(i) The Board of Supervisors may from time to time by ordinance, resolution, or other legislative enactments, whichever may be appropriate, adopt additional parking regulation and enforcement standards and criteria for County Property.

(j) The Parking Enforcement Officer shall be responsible for enforcing this section and for issuing citations for violations of its provisions.

(k) Any person who violates or fails to comply with any provision of this section is guilty of an infraction as provided in Vehicle Code Section 40000.1.

(1) Any person with more than five (5) unpaid parking citations will be subject to their Vehicle being “booted” in accordance with Vehicle Code section 22651.7. All fees must be cleared before boot is removed.

(Ord. No. 4717 §1, 1993; Ord. No. _____ §1, 2013)

II. Footnote (105), Editor’s note to Article II, Speed Restrictions, is amended as follows:

***Editor’s Note:** Ordinances pertaining to vehicular speed restrictions are not set forth in this code but have been adopted as Ordinance 664 and amendments thereto ~~were saved from repeal by the adopting ordinance.~~ Such ordinances will be found on file in the office of the clerk of the Board of supervisors. For state law as to decreasing local speed limits on state highways, see Veh. C. § 22358.*

III. Footnote (106), Editor’s note to Article III, Parking Regulations Generally, is amended to read as follows:

***Editor’s note:** In addition to Chapter 18 of this code, Ordinance 2300 and amendments thereto have been adopted by the County as uncodified ordinances ~~Ordinances pertaining to, vehicular parking regulations, loading zones, bus zones, etc., are not set forth in this code; but were saved from repeal by the adopting ordinance to~~ address and implement vehicular parking regulations and requirements, among other things, specified in the California Vehicle Code. Such ordinances will be found on file in the office of the clerk of the Board of Supervisors.*

IV. Article IV, Abandoned, Wrecked, Dismantled or Inoperative Vehicles, Sections 18-4 *et seq.*, is amended to read as follows:

Sec. 18-4. - Findings and declarations.

In addition to and in accordance with the determination made and the authority granted by the state under section 22660 of the Vehicle Code to remove abandoned, wrecked, dismantled or inoperative Vehicles or parts thereof as public nuisances, the Board of Supervisors of the county hereby make the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled or inoperative Vehicles or parts thereof on private or public property not including highways is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore the presence of an abandoned, wrecked, dismantled or inoperative

Vehicle or part thereof, on private or public property not including highways, except as expressly hereinafter permitted, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this article.

(Ord. No. 1176 § 1.)

Sec. 18-5. - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

“Abandoned Vehicle”. A Vehicle or parts thereof that is parked, stored or left on public or private property within the County (a) without the express or implied consent of the owner or person in lawful possession or control of the property; or (b) which is abandoned, wrecked, dismantled or in inoperative condition for a period in excess of seventy-two or more consecutive hours, unless falling within an exemption specified in Section 18-14 shall be an exemption to condition (b) only.

“County abandoned Vehicle hearing officer”. The county abandoned Vehicle hearing officer shall be that person designated by the Board of Supervisors by resolution.

“Highway”. A way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. The term includes street.

“Public property”. The term does not include "highway."

“Vehicle”. A device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks. “Vehicle” includes but is not limited to an automobile, motorcycle, trailer, or boat or other property on a trailer.

(Ord. No. 1806 § 1; Ord. No. _____ §3, 2013)

Sec. 18-6. - Authority to enter property.

The county zoning enforcement officer, or any person authorized by him, shall be authorized to enter upon private property or public property to remove or cause the removal of a Vehicle or parts thereof declared to be a nuisance pursuant to this article.

(Ord. No. 1806 § 2.)

Sec. 18-7. - Administrative costs.

The county abandoned Vehicle hearing officer shall from time to time determine and fix and amount to be assessed as administrative costs and removal costs under this article. Such costs shall be approved by resolution of the Board of Supervisors.

(Ord. No. 1806 § 3; Ord. No. _____ §3, 2013)

Sec. 18-8. - Required notices.

Not less than a ten day notice of intention to abate and remove a Vehicle or part thereof as a public nuisance shall be required prior to abatement and removal, unless the property owner and the owner of the Vehicle have signed releases authorizing removal and waiving further interest in the Vehicle or part thereof. Such notice shall contain a statement of the hearing rights of the owner of the property on which the Vehicle is located and the owner of the Vehicle. The statement shall include notice to the property owner that he may appear in person at a hearing or may present a sworn written statement denying responsibility for the presence of the Vehicle of the land, and that he or she has not subsequently acquiesced to the presence of the Vehicle, with his reasons for such denial, in lieu of appearing. If the County abandoned Vehicle hearing officer determines at the hearing that the Vehicle was placed on the land without the consent of the landowner and that he or she has not subsequently acquiesced to its presence, then the County abandoned hearing officer shall not assess costs of administration or removal of the Vehicle against the property upon which the Vehicle is located or otherwise attempt to collect those costs from the landowner. The notice of intention to abate shall be mailed, by registered or certified mail, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record unless the Vehicle is in such condition that identification numbers are not available to determine ownership.

(Ord. No. 1806 § ; Ord. No. _____ §3, 2013)

Sec. 18-9. - Hearing—Notice to owner.

A public hearing shall be held on the question of abatement and removal of the Vehicle or part thereof as an abandoned, wrecked, dismantled or inoperative Vehicle and the assessment of the administrative costs and the cost of removal of the Vehicle or part thereof against the property on which it is located if (1) a written request for such a hearing is made by the owner of the Vehicle or the owner of the land upon which the Vehicle was located to the Sonoma County zoning enforcement officer and (2) such written request is made within ten days after the mailing of notice of intention to abate and remove the Vehicle. If the owner of the land on which the Vehicle is located submits a sworn written statement denying responsibility for the presence of the Vehicle on his or her land within that time period, this statement shall be construed as a request for hearing that does not require the presence of the owner submitting the request. If the request is not received within that period, the appropriate public body, agency or officer shall have the authority to remove the Vehicle. Notice of hearing shall be mailed at least ten days

before the hearing by certified mail, with a five-day return requested, to the owner of the land as shown on the last equalized county assessment roil and to the last registered and legal owner of record unless the Vehicle is in such condition that identification numbers are not available to determine ownership.

(Ord. No. 1806 § 5; Ord. No. _____ §3, 2013)

Sec. 18-10. - Same—County abandoned Vehicle hearing officer to hear facts and testimony, impose conditions, etc.

All hearing under this article shall be held before the county abandoned Vehicle hearing officer who shall hear all facts and testimony he deems pertinent. Such facts and testimony may include testimony on the condition of the Vehicle or part thereof and the circumstances concerning its location on private property or public property. The abandoned Vehicle hearing officer shall not be limited by the technical rules of evidence. The owner of the land on which the Vehicle is located may appear in person at the hearing or present a written statement for consideration at the hearing, and deny responsibility for the presence of the Vehicle on the land, with his reasons for such denial.

The abandoned Vehicle hearing officer may impose such conditions and take such other action as he deems appropriate, under the circumstances to carry out the purpose of this article. He may delay the time for removal of the Vehicle or part thereof if, in his opinion, the circumstances justify it. At the conclusion of the public hearing, the abandoned Vehicle hearing officer may find that a Vehicle or part thereof has been abandoned, wrecked, dismantled or is inoperative on private or public property and order the same removed from the property as a public nuisance and dispose of as hereafter provided and determine the administrative cost and the cost of removal to be charged against the owner of the parcel of land on which the Vehicle or part thereof is located. The order requiring removal shall include a description of the Vehicle or part thereof and the correct identification number and license number of the Vehicle if available.

If it is determined at the hearing that the Vehicle was placed on the land without the consent of the landowner and that he has not subsequently acquiesced in its presence, the abandoned Vehicle hearing officer shall not assess costs of administration or removal of the Vehicle against the property upon which the Vehicle is located or otherwise attempt to collect such cost from such land owner.

(Ord. No. 1806 § 6.)

Sec. 18-11. - Disposal; removed Vehicles not to be reconstructed or made operable.

Five days after adoption of the order declaring the Vehicle or part thereof to be a public nuisance, the Vehicles or parts thereof may be disposed of by removal to a scrapyard or automobile dismantler's yard. After a Vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a Vehicle that qualifies for either horseless carriage license plates or historical Vehicle license plates, pursuant to

Section 5004 of the Vehicle Code, in which case the Vehicle may be reconstructed or made operable.

(Ord. No. 1806 § 7; Ord. No. _____ §3, 2013)

Sec. 18-12. - Notice and transmission of evidence of registration to department of motor Vehicles.

Within five days after the date of removal of the Vehicle or part thereof, notice shall be given to the department of motor Vehicles identifying the Vehicle or part thereof removed. At the same time there shall be transmitted to the department of motor Vehicles any evidence of registration available, including registration certificates, certificates of title and license plates.

(Ord. No. 1176 § 11.)

Sec. 18-13. - Delinquent costs assessed against land; collection and priority of assessment.

If the administrative costs and the removal and fines which are charged against the owner of a parcel of land pursuant to section 18-7 or section 18-40 are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs shall be assessed against the parcel of land pursuant to section 25845 of the Government Code and shall be transmitted to the auditor and tax collector for collection. Such assessment shall have the same priority as other taxes.

(Ord. No. 1176 § 12; Ord. No. _____ §3, 2013)

Sec. 18-14. - Exemptions.

This article shall not apply to:

- (a) A Vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property.
- (b) A Vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantle; licensed Vehicle dealer a junk dealer, or when such storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under provisions of law other than chapter 10 (commencing with section 22650) of division 11 of the Vehicle Code and this article.

(Ord. No. 1176 § 2; Ord. No. _____ §3, 2013)

Sec. 18-15. - Administration and enforcement of article.

Except as otherwise provided herein, the provisions of this article shall be administered and enforced by the county zoning enforcement officer or his authorized assistants. In the enforcement of this article such officer and his assistant may enter upon private or public property to examine a Vehicle or parts thereof, or obtain information as to the identity of a Vehicle and to remove or cause the removal of a Vehicle or part thereof, declared to be a nuisance pursuant to this article. (Ord. No. 1806 § 8.) This chapter may also be enforced by the California Highway Patrol.

(Ord. No. 1667 § 2.)

Sec. 18-16. - Article not exclusive.

This article is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative Vehicles within the unincorporated area of the county. It shall supplement and be in addition to the other regulatory codes, statues, and ordinances heretofore or hereafter enacted by the county, the state, or any other legal entity or agency having jurisdiction.

(Ord. No. 1176 § 3.)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services Department, Energy and Sustainability Division

Staff Name and Phone Number:

Liz Yager (565-6167) or BC Capps (565-3029)

Supervisorial District(s):

District 3

Title: Installation of Electronic Bicycle Lockers at County Administration Center

Recommended Actions:

- 1) Authorize the Director of General Services Department to submit an application to the Bay Area Air Quality Management District requesting funds in the amount of \$70,000 to purchase and install 28 electronic bicycle lockers on the County Administration Center; and
- 2) Adopt a resolution authorizing the submittal of an application to the Metropolitan Transportation Commission requesting funds in the amount of \$35,480 to be used as a local match on the project; and
- 3) Authorize the Director of General Services to accept these aggregated grant awards of up to \$105,480 and to execute a contract subject to County Counsel review with eLock Technologies in a form approved by County Counsel and in an amount not to exceed \$99,984 for the manufacture, installation, and maintenance of the electronic bicycle lockers.

Executive Summary:

The County of Sonoma is one of the North Bay's largest employers and has approximately 2,000 employees working at the County Administrative Center in Santa Rosa. Recent commute surveys indicate that 85% of employees regularly drive alone to and from work each day, resulting in large amounts of greenhouse gas emissions directly attributable to their daily automobile use. One request that is often heard from employees is the desire for secure bicycle parking within lockers located close to their office location. Lockers provide additional assurances against bike theft, protection for bikes from the elements, and a sense of respectability as a viable commute alternative.

In November 2012, the County's Energy and Sustainability Division was made aware of two grants slated to be awarded to the City of Santa Rosa for the installation of 28 electronic bicycle lockers. The grants were awarded to the City by the Bay Area Air Quality Management District and the Metropolitan Transportation Commission for a total of \$105,480.00. Unfortunately the City encountered unforeseen problems in site selection for the lockers and was returning the grant funding unspent. The County was

contacted by the Sonoma County Bicycle Coalition to see if the County would be interested in pursuing the project. The granting entities agreed that the County could assume the City's role if appropriate sites could be identified. County staff then worked with the locker manufacturer previously selected by the City, eLock Technologies, to evaluate sites at the County Administration Center and to determine installation costs and long-term maintenance requirements. Based on the results of this evaluation, County staff determined it would be in the County's interest to take over the project.

The electronic lockers from eLock are installed in groups of four (known as "quads") and are accessible using a pre-paid card key system that works at numerous other locations throughout the greater Bay Area that are part of the BikeLink Network. Users are required to pay a nominal use fee of \$.05 per hour to eLock/BikeLink that helps fund long-term maintenance needs and after-hour service calls. Given the need to pre-purchase a card key, it is expected that these lockers will be most heavily used by existing County employees and by regular visitors to the County Administrative Center, but not by one-time visitors. The lockers themselves are constructed around an all-steel metal frame and have perforated metal doors and sides that allow for visibility into the locker to reduce security concerns. Each locker is also equipped with two battery packs that alleviate the need to be hard-wired onto the grid.

Energy and Sustainability Division staff worked with eLock Technologies, the Facilities Development and Management Division, and the Permit and Resource Management Department to identify several potential sites for installation. Key selection criteria included proximity to bus stops serving multiple transit lines, near to high-use County departments, adequate ground space for locker installation and for pedestrian access around the lockers, quality of surface material for securing lockers to prevent theft and vandalism, and readiness of sites for installation to reduce the costs associated with pouring new concrete or rerouting utilities.

Given these multiple criteria, the following three sites are recommended as installation locations:

- 1) 3 quads (12 lockers) on triangular-shaped pad to the southwest of Permit and Resource Management Department. Also serving staff/visitors to Law Library, County Counsel, Human Resources, Board of Supervisors, County Administrator, and Human Services Department. Transit lines served include Sonoma County Transit #20 to/from Russian River Area, #30 to/from Sonoma Valley, and #44/48 to/from Petaluma.
- 2) 2 quads (8 lockers) on northwest corner of La Plaza Building parking lot. Serving General Services Department (Accounting, Architecture, Energy and Sustainability, Facilities Development and Management, Purchasing, Real Estate), County Clerk Division (Fictitious Business Names, Marriage Licenses, Notary Oaths), Fire and Emergency Services Department, Regional Parks Department, Transportation and Public Works, and Waste Management Agency. Transit lines served include Santa Rosa CityBus #14 to/from Downtown, CityBus #10 to/from Coddington (on Steele Lane), and Golden Gate Transit #72 to/from San Francisco (on Steele Lane.)
- 3) 2 quads (8 lockers) at the Hall of Justice, also serving the Main Adult Detention Facility, District Attorney, Probation Department, Public Defender, and Sonoma Superior Court of California. Transit lines served include Sonoma County Transit #20 to/from Russian River Area, #30 to/from Sonoma Valley, and #44/48 to/from Petaluma, #60 to/from Cloverdale, and Santa Rosa CityBus #14 to/from Downtown (on Bicentennial Way.)

Given that this project is being passed to the County after many months of planning by the City of Santa

Rosa, Energy and Sustainability staff determined that it was necessary to work within the existing project framework as much as possible and only make changes to the site locations and installation schedule. The City of Santa Rosa originally issued a Request for Information on the B.A.A.Q.M.D. website on March 19, 2012. eLock responded to this request with a letter of interest and technical submittal on April 18, 2012. The RFI stated that "Within approximately 30 days after receipt of letters of interest from firms, the City will determine if a Request for Proposal process is warranted, or if a single vendor will be invited to provide detailed cost estimates and additional product information." Only two responses were received by the City: one from eLock Technologies that offered traditional individual storage lockers that were fully compatible with the BikeLink smart card system already in use at Santa Rosa Junior College and numerous other locations throughout the Bay Area, and one that offered a larger multi-bike storage system that did not currently interface with the existing BikeLink system. Given these factors, the City contacted eLock in May 2012 to request additional product information and a new cost estimate based on available grant funding. A services contract was drafted, but not executed between the City and eLock technologies. It was at this point that the City determined that its initially chosen locations were problematic and the County was contacted as an alternative recipient to receive the grant funds. Because the City of Santa Rosa performed due diligence in originally selecting the vendor, Energy and Sustainability staff and the County's Purchasing Agent have determined that a new competitive selection process would not be in the public's interest.

As part of the contract and associated costs, eLock Technologies has included several service and maintenance plan options that will further reduce ongoing impacts to County staff. These include software license fees to be part of the regional BikeLink Network, a parts replacement package that covers material wear and tear, and a service and operations plan which provides 24-hour emergency and lock-out service. Additional details about future costs for these services are included in the fiscal narrative below.

Although the granting entities agreed that the County could assume the City's role, each entity requires certain actions to reallocate the grant funds to the County. The Bay Area Air Quality Management District requires Board of Supervisors' approval before a funding application can be prepared for submission by the County (no formal documentation is required at this time). The Metropolitan Transportation Commission requires a Board Resolution to initiate the County's request for matching funds (attached). A draft contract with eLock Technologies is also being prepared by Energy and Sustainability staff, and will be reviewed by County Counsel prior to being executed by the Director of General Services following the acceptance of the two sets of grant funds.

Once approval has been received from the Board of Supervisors to apply for and accept the funding from the Bay Area Air Quality Management District and the Metropolitan Transportation Commission, and the contract with eLock Technologies has been executed, installation could proceed quickly and is expected to be complete before the end of April 2013, with a public dedication ceremony scheduled around Bike to Work Day in early May.

Prior Board Actions:

8/24/2010: Adopted the 2010 Sonoma County Bicycle and Pedestrian Plan.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0		\$
Add Appropriations Req'd.	\$ 105,480	State/Federal	\$
	\$	Fees/Other	\$ 105,480
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 105,480	Total Sources	\$ 105,480

Narrative Explanation of Fiscal Impacts (If Required):

The \$4,504 remaining after the executed contract with eLock Technologies will be used to cover County staff time during the installation process, for additional signage at the three locations, and to purchase pre-paid BikeLink access cards for use as employee commute incentives.

Additionally, General Services will need to accept responsibility for some of the annual maintenance contracts (Parts Replacement Package, Software License Fees, and Service and Operations Plan) beginning after 3.5 years. This is expected to be \$336 for FY 14/15 and \$952 for FY 15/16. Beginning in FY 16/17, the ongoing annual cost to General Services will be approximately \$2,272. The grantees stipulate that the lockers need to remain in active service for at least ten years (through FY 22/23), and after that time the County can evaluate if they should be retained. The projected annual costs will be incorporated into the General Services Department annual operational budget request.

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 to Metropolitan Transportation Commission (MTC)
- #2 Attachment A: MTC Transportation Development Act (TDA) Findings
- #3 Attachment B: TDA Funding Application
- #4 Attachment C: Project Map

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



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The General Services Department To Apply For Fiscal Year 2009-10 Transportation Development Act Article 3 Funds In The Amount Of \$35,480 Allocated To The County Of Sonoma For The Purchase Of 28 Electronic Bicycle Lockers To Be Installed At The County Administration Center.

Whereas, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

Whereas, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 875, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

Whereas, MTC Resolution No. 875, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

Whereas, the County of Sonoma General Services Department desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Attachment B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists;

Now, Therefore, Be It Resolved that the County of Sonoma General Services Department declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code; and

Be It Further Resolved that there is no pending or threatened litigation that might adversely affect the project or projects described in Attachment B to this resolution, or that might impair the ability of the County of Sonoma General Services Department to carry out the project; and

Resolution #
Date: 3/19/2013
Page 2

Be It Further Resolved that the County of Sonoma General Services Department attests to the accuracy of and approves the statements in Attachment A to this resolution; and

Be It Further Resolved that a certified copy of this resolution and its attachments, and any accompanying supporting materials shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Sonoma County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

Supervisors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:

Ayes: Noes: Absent: Abstain:

So Ordered.

Resolution No. **INSERT NUMBER**

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2009-10 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the County of Sonoma General Services Department is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the County of Sonoma General Services Department legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the County of Sonoma General Services Department has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or design engineering; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the County of Sonoma General Services Department within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.).
9. That any project described in Attachment B that is a "Class I Bikeway," meets the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual.
10. That the project(s) described in Attachment B are ready to commence implementation during the fiscal year of the requested allocation.
11. That the County of Sonoma General Services Department agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Resolution No. **INSERT NUMBER**

Attachment B

TDA Article 3 Project Application Form

Fiscal Year of this Claim: 2012/2013 Applicant: County of Sonoma General Services Department

Contact person: BC Capps

Mailing Address: 2300 County Center Drive #A200. Santa Rosa, CA, 95403

E-Mail Address: bc.capps@sonoma-county.org Telephone: (707) 565-3029

Secondary Contact (in event primary not available) Liz Yager

E-Mail Address: liz.yager@sonoma-county.org Telephone: (707) 565-6167

Short Title Description of Project: Electronic Bicycle Locker Project

Amount of claim: \$35,480

Functional Description of Project:

Secure electronic bicycle locker parking located at three sites on the County Administration Center. This secure bicycle parking infrastructure will be compatible with similar efforts recently undertaken by the Santa Rosa Junior College and numerous transit properties throughout the Bay Area.

Financial Plan:

List the project elements for which TDA funding is being requested (e.g., planning, environmental, engineering, right-of-way, construction, inspection, contingency, audit). Use the table below to show the project budget. Include prior and proposed future funding of the project. If the project is a segment of a larger project, include prior and proposed funding sources for the other segments.

Project Elements: The TDA funding will be used as the local match requirement to the Bay Area Air Quality Management District (BAAQMD) grant and applied toward the construction project element (purchase of lockers and installation). This project is categorically exempt from (CE) environmental review as it is a minor improvement to existing interior / exterior facilities. Since the lockers will be located on County property, there are no Right of Way issues.

Funding Source	All Prior FYs 08-09	Application FY 09-10	Next FY 10-11	Following FYs 11-12	Totals
TDA Article 3	\$0	\$35,480			\$35,480
List all other sources:	\$70,000 BAAQMD				\$70,000
1. Planning					
2. Engineering					
3. Environmental					
4. ROW					
5. Construction	\$70,000	\$35,480			
6. Other					
Totals	\$70,000	\$35,480			\$105,480

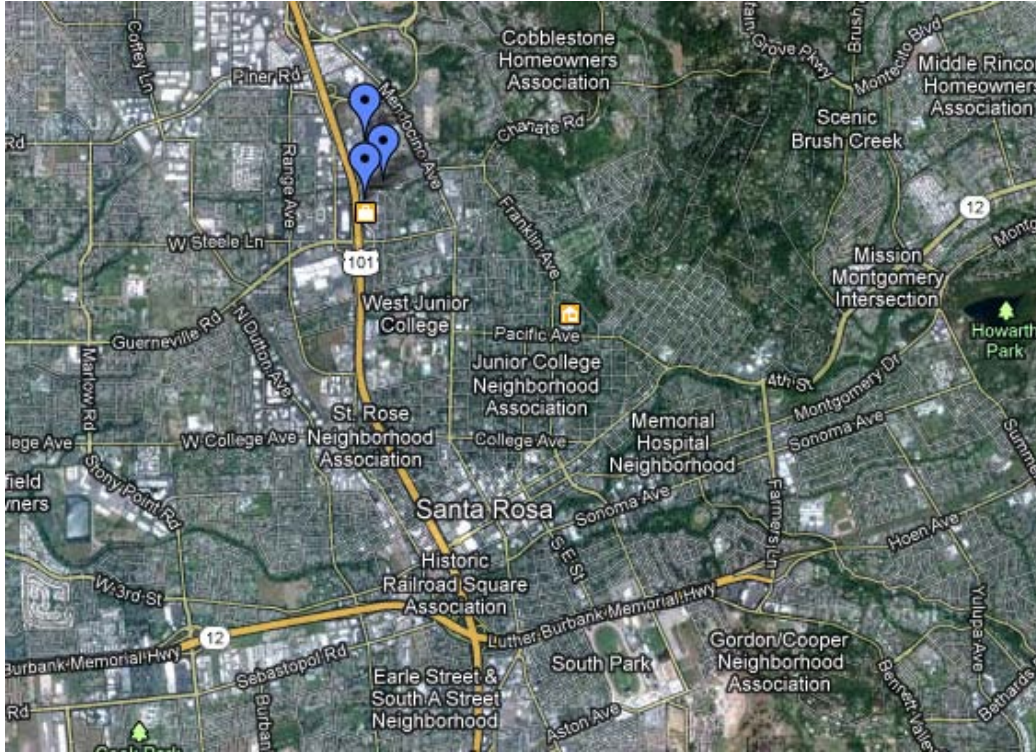
Project Eligibility:	YES?/NO?
A. Has the project been approved by the claimant's governing body? (If "NO," provide the approximate date approval is anticipated). <u>This approval is scheduled for March 19, 2013 by the Board of Supervisors.</u>	Pending
B. Has this project previously received TDA Article 3 funding? If "YES," provide an explanation on a separate page.	No
C. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? (Available on the internet via: http://www.dot.ca.gov).	N/A
D. Has the project been reviewed by a Bicycle Advisory Committee? (If "NO," provide an explanation).	Yes
E. Has the public availability of the environmental compliance documentation for the project (pursuant to CEQA) been evidenced by the dated stamping of the document by the county clerk or county recorder? (required only for projects that include construction).	CE
F. Will the project be completed before the allocation expires? Enter the anticipated completion date of project (month and year) <u>May 2013</u>	Yes
G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility provide its name: _____)	Yes

Resolution No. **INSERT NUMBER**

Attachment C

Project Map

Map 1: Project locations within greater Santa Rosa area.



Map 2: Specific site locations at County Administration Center.





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Community Transformation Grant Contracts

Recommended Actions:

Authorize the Director of the Department of Health Services to approve the sixth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$10,795 for a new not to exceed contract total of \$119,330, expanding the scope of work to include Community Transformation Grant assessment and program support services for the Healthy Food Outlet Project, and extending the contract term by nine months for a new end date of September 30, 2014.

Authorize the Director of the Department of Health Services to approve the second amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$56,210 for a new not to exceed contract total of \$237,313, and expanding the scope of work to include program services related to providing technical assistance, support, and training to small retail food outlets on implementation of the Healthy Food Outlet Project for the period March 21, 2011 to September 30, 2016.

Authorize the Director of the Department of Health Services to approve the second amendment to an agreement with Roseland School District in an amount not to exceed \$13,920 for a new not to exceed contract total of \$87,692, expanding the scope of work to include program services related to implementing Active Recess at Roseland, Sheppard, and Roseland Creek Elementary Schools, and extending the contract term by nine months for a new end date of September 30, 2014.

Authorize the Director of the Department of Health Services to approve an agreement with Better World Advertising for the design, development, and placement of media and social network initiatives addressing nicotine addiction and promoting healthy beverages for the period March 19, 2013 to September 30, 2014 in an amount not to exceed \$376,000.

Executive Summary:

The Community Transformation Grant (CTG) is part of a broader effort by the federal government, working closely with state and local government and community-based organizations, to address people's health and well-being through health care reform. The funds come from the Prevention and Public Health Fund and are designed to expand and sustain community based systems, rather than

direct services, which have the greatest capacity and potential for prevention and early intervention. This focus on community level intervention and support to promote healthy living and prevention is guided by the National Prevention Strategy.

The Department of Health Services (DHS) CTG proposal includes comprehensive preventive health initiatives that address all five strategic directions of the National Prevention Strategy: tobacco-free living, active living and healthy eating, high impact quality clinical and other preventive services, social and emotional wellness, and healthy and safe physical environment. The Sonoma County CTG will help to achieve the Sonoma County Board of Supervisors' goal of becoming "the healthiest county in California by the year 2020" by implementing wide reaching system and policy changes, intended to improve systems and individual abilities to manage risk for chronic diseases, and aimed at the entire County population of 487,987. However, DHS's proposal also includes focused interventions targeted at populations with particular health disparities, including low-income, Hispanic/Latino, and youth populations with special attention to underserved rural areas of Sonoma County, pregnant women, and newborns.

Summary of Community Transformation Grant Funding

On September 25, 2012 DHS received formal notification from the Centers for Disease Control and Prevention (CDC) that it was one of 40 grantees nationwide to receive funding, and had been awarded \$3,517,360 in federal Community Transformation Grant (CTG) funding over three County fiscal years from September 30, 2012 through September 29, 2014.

In October 2012, the Board delegated contract authority to the Health Service Director to execute multiple agreements with specific organizations, identified as partners in the CTG proposal, to implement Board approved CTG programs and activities. In addition to these agreements, DHS sought to award additional contracts under the grant through a competitive process. These included the following projects:

- Healthy Food Outlet Project Training and Technical Support - Provide small retail food outlets with technical assistance, support and training on implementation of the Healthy Food Outlet Project;
- Active Recess in Elementary Schools - Expand physical activity in elementary schools;
- Media Consultant - Develop and implement media and social network campaigns addressing nicotine addiction and promoting healthy beverages; and
- Evaluators - Evaluate physical activity in schools, safe routes to school efforts, and the impact of the Healthy Food Outlet Project on customer buying habits.

Contracts for the first three projects are included for Board consideration as part of this item.

Community-Based CTG Contracts

The following community-based CTG contracts and their respective scopes of work were reviewed and approved by the CDC and are consistent with the deliverables as outlined in the Community Transformation Implementation Plan.

Healthy Food Outlet Project Training and Technical Support:

DHS released a Food Access Assessment and Program Contractor Request for Proposal (RFP) on October 17, 2012. The RFP was posted online as well as distributed to various community groups, reaching 100 individuals and organizations. No proposals were received in response to the RFP. DHS restructured the

scope of work and budget for the project, re-released the RFP on December 14, 2012, and again received no proposals. The County Purchasing Agent concluded that the Department had conducted sufficient due diligence and approved a single source request to contract with a community partner for the services. As a result of this process, DHS recommends the following:

- Amend an existing agreement with Laurie Hiatt in an amount not to exceed \$10,795 for a new not to exceed contract total of \$119,330 and extend the contract term by nine months for a new end date of September 30, 2014. This amendment augments funding to the existing Healthy Eating Active Living Community Health Initiative (HEAL) and Supplemental Nutrition Assistance Program – Education work on this agreement. Ms. Hiatt’s contract will fund the following activities: 1) collection of baseline and follow-up food outlet assessments to determine changes in the availability of fresh produce, healthier food sold, and advertising in stores; 2) collection of baseline and follow-up manager interviews to determine perception of financial and other impacts of the Healthy Food Outlet Project program implementation; and 3) provide support and training services for the Santa Rosa Memorial Hospital business liaison.
- Amend an existing agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$56,210 for a new not to exceed contract total of \$237,313 for the period of March 21, 2011 to September 30, 2016. This amendment augments funding to the existing Healthy Eating Active Living Community Health Initiative (HEAL) and Supplemental Nutrition Assistance Program – Education work on this agreement. Santa Rosa Memorial Hospital’s contract will fund a business liaison to conduct activities that will help stores provide customers with healthier food options while helping stores increase customer loyalty and store profits. Activities will include the following: 1) meet with 10 small markets regularly for one year to provide technical assistance on implementation of the Healthy Food Outlet Project including increase quality and quantity of fresh, local produce; promote healthier items through placement, promotion, and price reduction strategies; improve selection, quality, and quantity of healthier foods throughout the store; and engage in Farm to Fork efforts that promote local, seasonal produce items; 2) train store staff on methods to enhance healthy food and beverage sales, including training on storage and stocking of produce, merchandising and promoting healthier foods, and setting up a healthier snack checkout display; and 3) partner with community partners to promote and conduct promotional events that highlight healthy store changes.

Active Recess in Elementary Schools:

DHS released a Healthy Schools RFQ on October 22, 2012. The RFQ was posted to the Sonoma County Purchasing website and the DHS announcement web page. An announcement was also emailed to various Sonoma County coalition/committee listserves and to 70 qualifying elementary schools (i.e., schools with at least 50% of students participating in the federal Free and Reduced Priced Meal program). A four-person review committee with knowledge of health and wellness in school settings evaluated two proposals received in response to the RFP. The review committee ranked the proposers based on demonstrated ability to perform the services outlined in the scope of work, proposed budget and staffing, and ability to implement comprehensive school wellness approaches.

As a result of the review process, DHS recommends contracting with Roseland School District in an amount not to exceed \$13,920 for a new not to exceed contract total of \$87,692, expanding the scope of work to include program services related to implementing Active Recess at Roseland, Sheppard, and Roseland Creek Elementary Schools, and extending the contract term by nine months for a new end

date of September 30, 2014. Active Recess is a program that helps students engage in physical activity during a majority of recess time through age appropriate games and other organized activities. Active Recess is taught to students by trained “Recess Coaches” who encourage kids to get moving; they play games, get fit, and have fun.

Media Consultant:

DHS released a CTG Media Consultant RFP on October 31, 2012. An RFP was posted to the Sonoma County Purchasing website, the DHS announcement web page, and was distributed to 9 media consultants. Six proposals were received and evaluated in response to the RFP. A three-person review committee ranked the proposers based on qualifications and experience, the proposed work plan, pricing, and the project management approach.

As a result of the review process, DHS recommends contracting with San Francisco-based Better World Advertising for media campaigns on Sugary Drinks and Tobacco Addiction in an amount not to exceed \$376,000 for the period March 19, 2013 to September 30, 2014. Contract funds will be used to support the design, development, and placement of media and social network initiatives addressing nicotine addiction and promoting healthy beverages through a social networking campaign, including: development of earned media opportunities and coordination of media purchases for radio, print, web and other channels with state and national campaign efforts. The specific project plan, including evaluation, will be developed upon contract execution.

Evaluators:

DHS anticipates returning to the Board for authorization to approve an agreement for the fourth project, evaluation services, in the current fiscal year. Under this agreement evaluations will be conducted for several programs including Active Recess, Physical Education, and Safe Routes to School. A multi-department RFP to develop a list of contractors meeting general criteria to perform evaluation services for the County is currently in process. DHS anticipates the completion of this RFP within the current fiscal year. Because of the timelines associated with CTG implementation, DHS does not want to delay seeking approval for the attached agreements.

Prior Board Actions:

In October 2012, the Board authorized the Director of Health Services to execute single source agreements funded by CTG.

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

CTG grant funded programs and services will support the Sonoma County Board of Supervisors’ goal of becoming “the healthiest county in California by the year 2020” by implementing wide reaching system and policy changes intended to improve systems and individual abilities to manage risk for chronic diseases.

Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 131,280	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 131,280
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 131,280	Total Sources	\$ 131,280
Narrative Explanation of Fiscal Impacts (If Required):			
The FY 12-13 budget includes \$3,000 for Laurie Hiatt, \$16,960 for Santa Rosa Memorial Hospital, \$5,965 for Roseland School District, and \$105,355 for Better World Advertising. The \$7,795 balance for Laurie Hiatt, \$39,250 balance for Santa Rosa Memorial Hospital, \$7,955 balance for Roseland School District, and \$270,645 balance for Better World Advertising will be included in future year budgets.			
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:			
Agreements with Laurie Hiatt, Santa Rosa Memorial Hospital, Roseland School District, and Better World Advertising.			
Related Items "On File" with the Clerk of the Board:			
None			

**MODIFICATION NUMBER SIX OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
LAURIE A. HIATT**

On August 17, 2008, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and Laurie A. Hiatt, an individual, hereinafter referred to as “Contractor”, entered into a service agreement.

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A6 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter “Exhibit A6”), and within the times or by the dates provided for in Exhibit A6 and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A6, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

2. Payment. As compensation for the services provided pursuant to paragraph 2 of this Agreement, Contractor shall receive the following sum to the extent funds are available to the County: HEAL Phase I grant (\$35,000), USDA Rural Business Enterprise Grant (\$18,400), HEAL Phase II grant (\$39,890), SNAP-Ed grant (\$15,245) and Community Transformation Grant (\$10,795). Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B2 (Budget and Budget Justification); provided, however, that total payments to Contractor shall not exceed one hundred nineteen thousand, three hundred thirty dollars (\$119,330). Any “HEAL Phase II” and “Community Transformation Grant” fund balance remaining at the end of the respective fiscal years shall automatically be carried forward to the subsequent fiscal years. In consideration of services provided by Contractor pursuant to this Agreement, County promises to pay Contractor on a monthly basis in arrears for services satisfactorily performed. Contractor shall submit written itemized invoices in a form satisfactory to County’s Auditor and County Department of Health Services, Public Health Division Director showing all services rendered and itemizing costs in accordance with Exhibits A6 (Scope of Work) and B2 (Budget and Budget Justification) attached hereto and incorporated herein by reference. The invoices shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s). *Payments will be made in the usual course of County business upon submission by the 10th of each month of a satisfactory itemized invoice and mandated narrative and statistical reports.* In no event shall the County be obliged to pay Contractor more than the total sum of one hundred nineteen thousand, three hundred thirty dollars (\$119,330) under the terms and conditions of this Agreement.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement

3. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from August 15, 2008 to September 30, 2014 unless terminated earlier in accordance with the provisions of Section 4 below

4. Delete Exhibits A5 and B1 in their entirety and replace with Exhibits A6 and B2.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 2013.

CONTRACTOR:

By: 
Laurie A. Hiatt, Individual

Date: 2/22/13

COUNTY OF SONOMA:

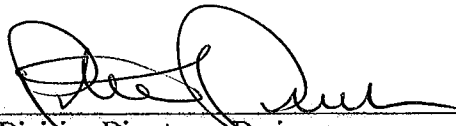
By: _____
Rita Scardaci, MPH, Director
Department of Health Services

Date: _____

By: Not applicable
Sonoma County Purchasing Agent (If Applicable)

Date: _____

Certificates of Insurance on File with and Approved as to Substance:

By: 
Division Director or Designee

Date: 2/25/13

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

Key Activities:

- **Research & Evaluation** - Conduct research & evaluation necessary to develop an effective Healthy Menu Program and Healthy Food Retailing Program. Activities include the following:
 - Review baseline and CX3 assessment data,
 - Conduct further assessments as necessary
 - Research best practices for project,
 - Conduct regular evaluation assessments to determine challenges/needs/successes of businesses at implementing healthy menu and/or food retailing programs
 - Submit monthly progress reports to HEAL Coordinator by October 15, 2008, November 15, 2008, December 15, 2008, and January 15, 2009.

Estimated Hours: 56

- **Development** - General planning for project. Develop or adapt toolkit, assessments, and written materials for restaurants/food vendors and food outlets. Modify toolkit as necessary.

Estimated Hours: 65

- **Fieldwork** - Identify and obtain buy-in from restaurants/food vendors and food outlets, and develop a working relationship with those sites. Provide technical assistance as needed while food vendors and food outlets increase and promote healthy food choices. Work with neighborhood and worksite sector groups. Assist in the development of a marketing plan to promote healthier choices at the designated sites.

Estimated Hours: 70

- **Meeting Attendance** – Participate in CX3 and State teleconferences. Attend HILT meetings, worksite sector meetings, and periodic meetings with HEAL staff.

Estimated Hours: 28

Key Activities:

- **Meeting Participation** - Participate in monthly contractor meetings, initial project orientation, project trainings, and other meetings relevant to the project.
Estimated Hours: 40
- **Evaluation and Reporting** - Work with project staff to conduct and report baseline and follow-up food outlet assessments, store manager interviews, and end-of-year customer surveys; record and report site visits to assess challenges, successes, and needs of the project; submit quarterly reports to Project coordinator.
Estimated Hours: 72
- **Resource Assistance** - Provide resource assistance to participating food outlets that includes, but not limited to, providing food outlets with information and access to business resources aimed at helping stores increase Store Quality Scores, including connecting food outlets with commercial rehabilitation and energy efficiency loan and rebate programs, low-cost in-store marketing programs, produce distribution or wholesale networks, and project contractors.
Estimated Hours: 96
- **Technical Assistance** - Provide technical assistance to participating food outlets around the use the project toolkit and submission of WIC and Food Stamp applications.
Estimated Hours: 118
- **Communications Plan** - Work with project staff to develop and implement communications plan for promoting the Healthy Food Outlet Project in Feters Hot Springs, Guerneville, and Monte Rio; act as a liaison with the media; participate in media interviews, as needed.
Estimated Hours: 22
- **Program Development** - Assist project staff in identifying and reporting produce distribution and wholesale networks; assist in the modification of the Healthy Food Outlet Project toolkit and program components, as needed.
Estimated Hours: 40

Key Activities: Contractor will provide food outlets and restaurants in and near the Kawana Springs and Roseland neighborhoods in south Santa Rosa that participate in the Healthy Food Outlet Project (HFOP) and Smart Meal Program (SMP), respectively, with technical assistance, information, and access to business resources. Contractor will continue to work with five food outlets and five restaurants currently participating in the HFOP and SMP, respectively. Contractor will also recruit two new food outlets to participate in the HFOP and up to 10 restaurants to participate in the SMP. Key activities include the following:

- **Meeting Participation** - Participate in monthly contractor meetings, initial project orientation, project trainings, and other meetings relevant to the projects.
- **Evaluation and Reporting** - Work with project staff to conduct and report baseline and follow-up evaluation that includes, but is not limited to, store manager interviews, restaurant secret shopper visits, and end-of-year customer surveys, site visit reports, and quarterly reports.
- **Resource Assistance** - Provide resource assistance to participating food outlets and restaurants that includes, but is not limited to, providing information and access to resources aimed at helping businesses meet project outcome goals as well as connecting businesses with commercial rehabilitation and energy efficiency loan and rebate programs, low-cost in-store marketing programs, produce distribution or wholesale networks, and project contractors.
- **Technical Assistance** - Provide technical assistance to participating food outlets around restaurants that includes, but is not limited to, the use the project toolkits, completion of mini-grant applications, placement of in store advertising, establishing a process for tracking sales for evaluation purposes, and submission of WIC and SNAP/Food Stamp applications.
- **Communications Plan** - Work with project staff to develop and implement communications plan that includes, but is not limited to, promoting participating food outlets and restaurants in south Santa Rosa, acting as a liaison with the media, and participating in media interviews, as needed.
- **Program Development** - Assist project staff in the modification of the Smart Meal Program and Healthy Food Outlet Project toolkit and program components, as needed. Assist with the identification and reporting of produce distribution and wholesale networks.

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 1: Establish key relationships by meeting with the county CalFresh director or designee, CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

Activities	Responsible Party	Timeline	Deliverables
1. Attend bi-monthly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by: <ul style="list-style-type: none"> • Building on existing State or County nutrition action or obesity plans. • Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs. • Identifying existing resources and assets of organizations in the county that promote the C-NAP. 	L. Hiatt	Feb 2013 – Sept 2013	List of collaborating members
2. Participate in local food access related meetings and Network sponsored CX3 webinar, teleconference, and trainings, as needed.	L. Hiatt	Feb 2013 – Sept 2013	Meeting sign-in sheets
3. Attend SNAP-Ed project meetings to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	L. Hiatt	Feb 2013 – Sept 2013	List of collaborating members
4. Attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	L. Hiatt	Feb 2013 – Sept. 2013	Copies of agendas, record of participation

Activities	Responsible Party	Timeline	Deliverables
5. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - http://www.nal.usda.gov/fns/Guidance/FY2013SNAP-EdPlanGuidance.pdf	L. Hiatt	Feb 2013 – Sept 2013	Documents (on file)
6. Comply with the Network Guideline Manual and Program Letter updates. <ul style="list-style-type: none"> • www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx • www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx 	L. Hiatt	Feb 2013 – Sept 2013	Documents (on file)

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 2: Prioritize identified problem areas based on CX³ findings and feedback from three FFY 2012 community forums and develop and implement at least three *Network* allowable interventions with environmental supports.

Activities	Responsible Party	Timeline	Deliverables
1. Work with Food Access Coordinator and CX3 Community Engagement Contractor to complete all template Communications Tools for the three CX3 neighborhoods surveyed in FFY 2012.	L. Hiatt	Feb 2013	Communication tools
2. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate. a) As needed, partner with the CX3 Community Engagement Contractor to host nutrition education community forums/town halls reaching 15-20 unduplicated SNAP-Ed eligible adults from the respective neighborhood at each forum to review CX ³ findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. b) Working with CX3Provide CX ³ findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX ³ neighborhoods would guide/inform decisions and promote increased access to healthy food. c) Using feedback from community forums, identify potential Champion retail food sources (e.g. food outlets, restaurants, mobile vendors, etc.) for future intervention work and campaigns d) As relevant, work with local media (e.g. newspaper, television) to highlight areas of concern and opportunities for action based on CX3 findings.	L. Hiatt	Feb 2013-Sept 2013	Forum/Town Hall agenda List of county/city officials with contact dates List of Champions CX ³ Media highlights

Activities	Responsible Party	Timeline	Deliverables
3. Partner with CX3 Community Engagement Contractor, Food Access Coordinator, and community members to identify at least three <i>Network</i> allowable interventions with environmental supports (at least one from each CX3 neighborhood)	L. Hiatt	Feb 2013-Mar 2013	Strategic Narrative
4. Assist in the development of the <i>CX³ Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.	L. Hiatt	Apr-May 2013	Strategic Narrative
5. Acting as the Business Liaison and/or working with CX3 Community Liaisons, implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions in at least three eligible CX3 neighborhoods.	L. Hiatt	Feb 2013-Sept 2013	Promotion plan of action

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 3: Collaborate with five community groups and five other organizations to engage six neighborhood members (CX3 Community Liaisons) to identify at least two food and beverage strategies in five qualifying communities to increase access and consumption of healthy foods and beverages.

Activities	Responsible Party	Timeline	Deliverables
1. Assist DHS Staff to plan and host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Assist CX3 Community Engagement Contractor in recruiting community leaders to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. in CX3 neighborhoods. Some strategies may include: <ul style="list-style-type: none"> a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions b. Increase awareness of existing food policies in qualifying neighborhoods c. Use CX³ assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods. 	L. Hiatt	Feb 2013-May 2013	Flyers, Agenda, Summary of meeting results
2. Assist the Food Access Coordinator and Network’s Retail Specialist with the development, coordination, facilitation, and evaluation of train-the-trainer program related to the Healthy Food Outlet Project, including:	L. Hiatt	Feb 2013-April 2013	Training agendas and supporting documents.

Activities	Responsible Party	Timeline	Deliverables
<ul style="list-style-type: none"> • Community Business Liaison Training • Use of measurement tools to conduct food environment assessment, manager interviews and customer intercept surveys. • Use of the <i>Network for a Healthy California's</i> Retail Fruit & Vegetable Marketing Guide, including trainings on in-store/community surveys, storage & stocking produce, merchandising & promotion, and in-store events. 			
<p>3. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and Community Transformation Grant (CTG) Community Liaisons (neighborhood members) on strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities such as:</p> <ol style="list-style-type: none"> a. Data interpretation, i.e. CX³ findings b. Nutrition education and obesity prevention resources and classes c. Healthy food and beverage promotion plans d. Successful community models (e.g., Smart Meal Program & Healthy Food Outlet Project) e. Guidance on joint use policies 	L. Hiatt	Mar 2013-Sept 2013	TA log ATF/EARS
<p>4. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and CTG Community Liaisons (neighborhood members) through educational and social marketing strategies. Some strategies may include:</p> <ol style="list-style-type: none"> a. Youth engagement b. Peer to peer education c. Social marketing campaigns d. Establishing community gardens and/or farmers markets 	L. Hiatt	Mar 2013-Sept 2013	TA log ATF/EARS

Activities	Responsible Party	Timeline	Deliverables
5. Provide technical assistance to CX3 Community Engagement Contractor and CX3 and CTG Community Liaisons (neighborhood members) for monitoring and evaluating neighborhood changes.	L. Hiatt	Feb 2013-Sept 2013	Summary of changes

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 4: Assist County Nutrition Action Plan Workgroup with promoting and supporting a minimum of one environmental change that enhances *Rethink Your Drink* efforts.

Activities	Responsible Party	Timeline	Deliverables
<p>1. Work with the County Nutrition Action Plan Workgroup and the CX3 and CTG Community Liaisons to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include:</p> <ul style="list-style-type: none"> a. Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store b. Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals c. Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes d. Encourage partners to provide free drinking water to the public in common areas at such eligible venues e. Encourage organizations to seek healthy beverage sponsorships 	<p>L. Hiatt</p>	<p>Feb 2013-Sept 2013</p>	<p>Summary of local strategies (report annually)</p>

Activities	Responsible Party	Timeline	Deliverables
1. Participate in required in-person trainings and/or webinars, including training(s) on use of measurement tools to conduct food environment assessment and manager interviews.	Laurie Hiatt	Mar - Oct 2013	Record of attendance Training agendas Copy of Certification for staff
2. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings, as needed.	Laurie Hiatt	Mar 2013-Sept 2014	Meeting sign-in sheets
3. Conduct baseline food outlet assessments and baseline manager's interview at the 10 small markets (10 during Phase 1 & 10 during Phase 2).	Laurie Hiatt	<u>Phase I Stores</u> Mar-Apr 2013 <u>Phase II Stores</u> July-Aug 2013	Completed baseline food environment assessments Before Photos
4. Provide training and mentoring to the Healthy Food Outlet Project Business Liaison(s).	Laurie Hiatt	Oct 2013-Sept 2014	Summary of training and mentoring services provided.
5. Conduct follow-up food outlet assessments and manager's interviews at 10 small markets (10 during Phase 1 & 10 during Phase 2).	Laurie Hiatt	<u>Phase I Stores</u> May 2014 <u>Phase II Stores</u> Sept 2014	Completed follow-up food environment assessments & manager's interviews After Photos
6. Provide input to inform the modification of the Healthy Food Outlet Project toolkit, collateral and promotional materials, as needed.	Laurie Hiatt	June-Sept 2014	Updated toolkit, collateral and promotional materials

Budget & Budget Justification:

	Rate	Hrs	2008	2009	2010	Totals
Research & Evaluation (review data, regular evaluation assessments, progress reports to program staff; best practice; create and maintain evaluation tools; sustainability plan.)	\$45	146	\$2,520	\$2,754	\$1,296	\$6,570
Development (planning; develop or acquire written materials for sites, such as assessment and outreach materials.)	\$45	135	\$2,925	\$2,142	\$1,008	\$6,075
Fieldwork (Develop and maintain relationship with food outlets and food vendors; provide technical assistance; work with local residents and community groups.)	\$45	341	\$3,150	\$8,292	\$3,903	\$15,345
Meeting Attendance (Regular CX3, State Teleconferences, Healthy Corner Store teleconferences, HILT, and Worksite subcommittee)	\$45	148	\$1,260	\$3,672	\$1,728	\$6,660
Supplies (printed materials, packets, postage, office supplies, copies, etc.)			\$145	\$140	\$65	\$350
TOTALS			\$10,000	\$17,000	\$8,000	\$35,000

Total Payment Not To Exceed \$35,000

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports to the HEAL Coordinator by the 15th of January, April, July, and October 2009 and 2010 concerning all activities, results and evaluation measures included in the above Scope of Work. Progress report due dates are determined by the length of the contract and the contract start date. A progress report form and instructions will be provided to the Contractor.

Budget:

	Rate	Fetters Hot Springs		Guerneville		Monte Rio	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
PERSONNEL	\$45/hr						
Meeting Participation	45	15	675	10	450	15	675
Evaluation and Reporting	45	27	1215	18	810	27	1215
Resource Assistance	45	36	1620	23	1035	37	1665
Technical Assistance	45	43	1935	30	1350	45	2025
Communications Plan	45	8	360	6	270	8	360
Program Development	45	15	675	10	450	15	675
Total Personnel	45	144	6480	97	4365	147	6615
NON-PERSONNEL / OPERATING EXPENSES							
Travel - mileage			339		181		204
Office Supplies			15		10		15
Printing/Duplication			0		0		0
Meeting Supplies			0		0		0
Incentives			60		40		60
Educational Materials			0		0		0
Postage			6		4		6
Total Non Personnel			420		235		285
Total Direct Costs (Personnel + Non-Personnel)			6900		4600		6900
Indirect Costs @ ____%							
OTHER COSTS – SUBCONTRACTS/CONSULTANTS							
Total Other							
TOTAL BUDGET			\$6,900		\$4,600		\$6,900

Total Payment Not To Exceed \$18,400

Budget Justification:

<i>PERSONNEL</i>
Laurie Hiatt, MPH – Business Liaison 388 hours x \$45/hr = \$17,460
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
Travel Mileage for local travel necessary to complete project activities in Fetters Hot Springs, Guerneville, and Monte Rio @ 0.45/mi.
Office Supplies Supplies such as paper, pens, folders, envelopes, printer cartridges to implement project activities
Incentives Incentive item for participants, such as large fruit basket, to encourage project involvement and show appreciation.
Postage Cost for mailing project-related correspondence and materials.
<i>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</i>

Budget:

	Rate	2011		2012		2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
PERSONNEL							
Meeting Participation	45	51	2295	28	1260	24	1080
Evaluation and Reporting	45	66	2970	44	1980	44	1980
Resource Assistance	45	51	2295	47	2115	49.4	2223
Technical Assistance	45	136	6120	121	5445	143	6435
Communications Plan	45	4	180	7	315	8	360
Program Development	45	24	1080	14	630	10	450
Total Personnel			14940		11,745		12,528
NON-PERSONNEL / OPERATING EXPENSES							
Travel - mileage			72		120		330
Office Supplies			58		38.53		58.47
Printing/Duplication							
Meeting Supplies							
Incentives							
Educational Materials							
Postage							
Total Non Personnel			130		158.53		388.47
Total Direct Costs (Personnel + Non-Personnel)			15070		11,903.53		12,916.47
Indirect Costs @ ____%							
OTHER COSTS – SUBCONTRACTS/CONSULTANTS							
Total Other							
TOTAL BUDGET			\$15,070		\$11,903.53		\$12,916.47

Total Payment Not To Exceed \$39,890

In-Kind Budget:

	Rate	2011		2012		2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
Meeting Participation							
Evaluation and Reporting							
Resource Assistance							
Technical Assistance							
Communications Plan							
Program Development							
Total Personnel							
Travel - mileage			1200		1000		1000
Office Supplies							
Printing/Duplication			70		70		70
Meeting Supplies							
Incentives			25		25		25
Educational Materials							
Postage			15		15		15
Total Non Personnel			1310		1110		1110
Total Direct Costs (Personnel + Non-Personnel)			1310		1110		1110
Indirect Costs @ ____%							
Total Other							
TOTAL BUDGET			\$1,310		\$1,110		\$1,110

Budget Justification:

<i>PERSONNEL</i>
Laurie Hiatt, MPH Healthy Food Outlet Project Business Liaison (511 hrs x \$45/hr = \$22,995) Smart Meal Program Business Liaison (350 hrs x \$45/hr = \$15,750)
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
Travel Mileage, accommodations, parking, bridge and meals to attend annual HEAL-CHI Peer Meetings. Mileage is reimbursed at the current federal reimbursement rate, which is 0.565 cents/mile for 2013.
Office Supplies Supplies such as paper, pens, folders, envelopes, printer cartridges to implement project activities.
<i>OTHER COSTS – SUBCONTRACTS/CONSULTANTS</i>

Budget:

	Hourly Rate	Hrs	Amount
PERSONNEL			
Laurie Hiatt, CX3 Assessment and Program Contractor (0.10 FTE)	\$45	308	\$13,860
Personnel Subtotal			\$13,860
Fringe Benefits calculated @ __%	0.0%		\$0
TOTAL PERSONNEL			\$13,860
NON-PERSONNEL / OPERATING EXPENSES			
Travel – Network-Sponsored Skills Training (2) in Sacramento			\$267
Travel – Mileage (257.4 miles x 7 months x 0.555 per mile)			\$1,000
Office Supplies (\$16.86 per month x 7 months)			\$118
Total Non Personnel			\$1,385
Total Direct Costs (Personnel + Non-Personnel)			\$15,245
Indirect Costs @ __%	0.0%		\$0
TOTAL BUDGET			\$15,245

Total Payment Not To Exceed \$15,245

SNAP-Ed Grant Budget Revisions and Line Item Adjustments:

Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request. Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.

Budget Justification:

PERSONNEL

Laurie Hiatt, CX3 Assessment and Program Contractor (0.10 FTE)

Provides technical assistance and training to community members and SNAP-Ed partners on public health, assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development of a CX3 strategic community-focused action plan and county health forum. (\$45/hour x 308 hours = \$13,860)

NON-PERSONNEL / OPERATING EXPENSES

Travel –Network Trainings in Sacramento \$267

For one staff to attend up to two (2) Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings (208.1 miles round trip x 2 meetings x \$0.555 cents = \$231 and parking for 1 car x \$18 per person x 2 days). Mileage reimbursement rate is set at \$0.555/mile.

Travel – Mileage \$1,000

Travel to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. (257.4 miles x 7 months x 0.555 per mile)

Office Supplies \$118

For supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities (\$16.86 per month x 7 months)

Budget

	Hourly Rate	Hrs	FFY 2013 Mar-Sept 2013	Hrs	FFY 2014 Oct 2013-Sept 2014	Total Budget
PERSONNEL – Laurie Hiatt						
Training (33% Tobacco; 67% CTG)	\$45	3	\$135	0	\$0	\$135
Pre/post food outlet assessment (33% Tobacco; 67% CTG)	\$45	36	\$1,620	36	\$1,620	\$3,240
Pre/post manager interviews (33% Tobacco; 67% CTG)	\$45	30	\$1,350	30	\$1,350	\$2,700
Training and mentoring to Business Liaisons (100% CTG)	\$45	0	\$0	72	\$3,240	\$3,240
Personnel Subtotal			\$3,105		\$6,210	\$9,315
Fringe Benefits calculated @ ___%		%	\$0		\$0	\$0
TOTAL PERSONNEL			\$3,105		\$6,210	\$9,315
NON-PERSONNEL / OPERATING EXPENSES						
Travel (100% CTG)			\$240		\$240	\$480
Office Supplies						
Printing/Duplication						
Per Diem/Stipends						
Incentives (100% CTG)			\$500		\$500	\$1000
Equipment						
Other:						
Total Non Personnel			\$740		\$740	\$1,480
Total Direct Costs (Personnel + Non-Personnel)			\$3,845		\$6,950	\$10,795
Indirect Costs @ ___%		%	\$0		\$0	\$0
TOTAL BUDGET			\$3,845		\$6,950	\$10,795

Total Payment Not To Exceed \$10,795

Budget Justification

PERSONNEL
<p>Laurie Hiatt, \$9,315 To 1) attend trainings on how to conduct food outlet assessments (including alcohol and tobacco) and managers interviews; 2) conduct pre/post food outlets assessments, and conduct pre/post manager interviews; and 3) provide training and mentoring to the Healthy Food Outlet Project Business Liaison(s) in FFY 2014.</p> <ul style="list-style-type: none"> • Training on food outlet assessment (including alcohol and tobacco) and managers interview (2 hours for food assessment training + 1 hour for manager interview training x \$45 = \$135) (33% Tobacco \$45; 67% CTG \$90) • Conduct pre/post food outlet assessment (including prep, travel, and paperwork) at 20 stores (1.8 hour x 20 stores x 2 pre/post x \$45/hour = \$3,240) (33% Tobacco \$1,069; 67% CTG \$2,171) • Conduct pre/post manager interviews (including prep, travel and paperwork) at 20 stores (1.5 hours x 20 stores x 2 pre/post x \$45/hour = \$2,700) (33% Tobacco \$891; 67% CTG \$1,809) • Provide training and mentoring to Business Liaisons in FFY 2014. (72 hours x 45 = \$3,240) (100% CTG)
NON-PERSONNEL / OPERATING EXPENSES
<p>Travel \$480 Mileage for travel to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. Mileage is reimbursed at the current federal reimbursement rate, which is 0.565 cents/mile for 2013. (56.5 cents/mile x 849.6 miles = \$480) (100% CTG)</p>
<p>Office Supplies \$0</p>
<p>Printing/Duplication \$0</p>
<p>Manager Interview Incentives \$500 \$25 gift certificate to be used to incentivize market managers/owners to complete pre and post manager's interview (\$25 gift certificate x 20 managers/owners x 2 – pre and post = \$1,000) (100% CTG)</p>

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
SANTA ROSA MEMORIAL HOSPITAL**

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and Santa Rosa Memorial Hospital, a California tax-exempt non-profit corporation, hereinafter referred to as “Contractor”, entered into a service agreement (Agreement).

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A2 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit “A2” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A2, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

Contractor shall receive the following sum to the extent funds are available to the County: HEAL Phase II grant (\$55,005), SNAP-Ed grant (\$126,098), and Community Transformation Grant (\$56,210). For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B2 provided, however, that total payments to Contractor shall not exceed two hundred thirty-seven thousand, three hundred thirteen dollars (\$237,313), without the prior written approval of County. Any “HEAL Phase II” and “Community Transformation Grant” fund balance remaining at the end of the respective fiscal years shall automatically be carried forward to the subsequent fiscal years. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) materials/expenses, if any.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

- 3 Delete Exhibits A1 and B1 in their entirety and replace with Exhibits A2 and B2.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this ____ day of _____, 2013.

CONTRACTOR:

By: _____ Date: _____
Jo Sandersfeld, Vice President of Mission Integration
St Joseph Health – Santa Rosa Memorial & Petaluma Valley

COUNTY OF SONOMA:

By: _____ Date: _____
Rita Scardaci, MPH, Director
Department of Health Services

By: _____ Date: _____
Sonoma County Purchasing Agent (If Applicable)

Certificates of Insurance on File with and Approved as to Substance:

By: _____ Date: _____
Division Director or Designee

Approved as to Form:

By: _____ Date: _____
Deputy County Counsel

Key Activities: Contractor will coordinate and facilitate a south Santa Rosa leadership training and mentoring program, following the developed timeline, in order to build resident capacity for social change and quality of life improvements related to healthy eating and physical activity through: 1) community organizing, 2) working with policy/decision makers, and 3) engaging the media. Key activities include the following:

- **Program Planning and Curriculum Development** - Partner with HEAL staff to developed and/or update, as needed, existing Leadership Training Program curriculum and toolkit for English and Spanish speaking adults, which can be adapted for adolescents. The program should be no more than five days (5 hours per day, max) and include, but not be limited to, the following components:
 1. Facilitate a three day leadership development training, which should include, but not be limited to, community organizing (principles of community organizing, characteristics of community leaders, characteristics of community groups, development of organized community groups, and strategic plan development), skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation), and activities and homework (to augment and support the community organizing and skill building components of the training).
 2. Co-facilitate with HEAL staff a one day policy and healthy communities training, which should include, but not limited to, the following components: local government overview, engaging elected officials and decision makers, a panel of local policy/decision makers (e.g., government officials, principals, school boards), exercises that educate participants on the connection between policy and healthy communities, and exercises that show participants how to identify environmental issues that can be addressed through policy advocacy.
 3. Facilitate a one day media spokesperson training, which should include, but not limited to, the following components: how to frame a message, developing a message, presenting a message (on camera exercise), and developing a message for longer interviews (e.g., 15 minute radio interviews).
- **Meeting Facilitation** - Secure locations for all meetings and trainings associated with this contract and partner with HEAL staff to facilitate meetings, when necessary. Additionally:
 1. Convene monthly Core Group meetings for six months after each training where leadership graduates can check-in, address challenges, share successes, and participate in mini skill building trainings.
 2. Co-convene, with HEAL Staff, leadership graduates to participate in at least four environmental and safety assessment meetings, two in Kawana Springs and two in Roseland, in 2011 and 2012 to determine infrastructure and safety issues for which graduates will advocate.
- **Mentoring** - Provide ongoing mentoring to leadership graduates in all training areas (community organizing, working with policy/decision makers, and engaging the media), as needed, by attending graduate's community groups, meeting with graduates individually, and/or providing mini skill building trainings. Provide graduates with a three month apprenticeship, six monthly core group meetings, and quarterly Resident Advisory Committee (RAC) meetings aimed at helping put knowledge into practice. Provide community groups with mentoring on new and more complex challenges after the apprenticeship period ends, as needed, for the length of the grant.
- **Recruitment** - Collaborate with community organizations, schools (Kawana, Roseland, and Sheppard), and neighborhood groups to identify up to 16 south Santa Rosa residents to participate in the leadership training program. Distribute applications, collect and score/translate applications, and notify applicants of

acceptance. Efforts must be made to recruit at least five (5) residents from the community around each school, with two (2) residents being parents from each school who will be mentored by the respective school administration.

- **Communications** – Partner with HEAL staff to develop and implement a communication protocol for informing training participants and graduates of leadership training, core group, and assessment meetings as well as opportunities to engage the media and provide input on community issues (e.g., park development, policy advocacy, safety concerns).
- **Media/Press Releases** - Partner with HEAL staff to promote the leadership training via English and Spanish media outlets.
- **Translation and Interpretation** - Provide Spanish/English document translation, interpretation and simultaneous interpretation services, as needed, for the leadership trainings, core group meetings, and environmental and safety assessment meetings.
- **Sustainability/Fund Development** - Partner with HEAL staff to research funding opportunities and develop partnerships related to the sustainability of the leadership training and mentoring program.
- **Evaluation** - Compile meeting evaluations (translating when necessary) and work with HEAL staff and evaluators to evaluate leadership training and community projects.
- **Progress Reports** - Provide written progress reports to program staff as required to meet grant guidelines. Progress reports shall be limited to no more than two per year.
- **Meeting Participation** – Participate on training debrief meetings with HEAL staff as well as monthly program meeting and an annual HEAL-CHI Peer Meeting.

Timeline

Key Activities	2011				2012				2013			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Meeting Participation	X	X	X	X	X	X	X	X	X	X	X	X
Program Planning & Curriculum Development	X	X			X	X						
Media/Press Release	1	1			2	2						
Recruitment	1	1			2	2						
Communication Protocol Plan	X	X										
Leadership Training		1	1			2	2					
Core Group Meetings				1	1			2	2			
Mentoring				1	1	1		2	2	2		
Resident Advisory Meetings (after Mentoring)					X	X	X	X	X	X	X	X
Evaluation		1	1			2	1, 2				2	
Progress Report		X		X		X		X		X		X
Communication	X	X	X	X	X	X	X	X	X	X	X	X
Sustainability / Fund Development									X	X	X	X

Key: 1 = First Training; 2 = Second Training , X = Ongoing Activity

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 1: Establish key relationships by meeting with the county CalFresh director or designee, CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

Activities	Responsible Party	Timeframe	Deliverables
1. Attend bi-monthly County Nutrition Action Plan (C-NAP) Workgroup meetings to help coordinate USDA food program interventions and efforts to increase food security in the target population by: <ul style="list-style-type: none"> a) Building on existing State or County nutrition action or obesity plans. b) Coordinating nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, EFAP, Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs. c) Identifying existing resources and assets of organizations in the county that promote the C-NAP. 	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members
2. Participate in local food access related meetings and Network sponsored CX3 webinar, teleconference, and trainings, as needed.	Project Coordinator	Mar 2013 – Sept 2016	Meeting sign-in sheets
3. Attend monthly SNAP-Ed project meetings to strategically implement the County of Sonoma’s Department of Health Services (DHS) scope of work.	Project Coordinator	Mar 2013 – Sept. 2016	List of collaborating members

Activities	Responsible Party	Timeframe	Deliverables
4. Annually, attend up to two <i>Network</i> -sponsored meetings, trainings and conferences regionally and/or in Sacramento that may include the following: Community Engagement trainings, Regional Network Collaborative meetings, <i>Network</i> -sponsored state and/or regional trainings and any other non- <i>Network</i> sponsored trainings that have been pre-approved by State Program Managers.	Project Coordinator	Mar 2013 – Sept. 2016	Copies of agendas, record of participation
5. Use the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. - http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)
6. Comply with the Network Guideline Manual and Program Letter updates. - http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx - http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx	Project Coordinator	Mar 2013 – Sept. 2016	Documents (on file)

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 2: Recruit, engage, and sustain community members (residents) to participate in the *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)* neighborhood assessment or reassessment process in five SNAP-Ed eligible neighborhoods.

Activities	Responsible Party	Timeframe	Deliverables
1. Partner with Food Access Coordinator to provide at least three CX3 presentations to a variety of the target stakeholders explaining the project, encourage participation, and utilization of data. Stakeholders include: health department leadership, community organizations (e.g. coalitions, collaboratives), and events with neighborhood residents, city/county officials. Organize CX3 Community Liaisons to assist as often as possible.	Project Coordinator	Oct 2015-Mar 2016	Presentation Outlines
2. Work with the Food Access Coordinator to assist CX3 Community Liaisons to identify five qualifying neighborhoods using the Network's GIS and share Tier 1 mapping worksheet with appropriate stakeholders	Project Coordinator	Oct 2015-Mar 2016	Completed mapping worksheets List of stakeholders
3. Organize community partners and community members to assist in the CX ³ neighborhood data collection using CX ³ tools and methods and share local data and information. a) Recruit community leaders and community members from the selected five neighborhoods to participate as surveyors in CX ³ neighborhood food environment assessment. b) Participate in the CX ³ Assessment Surveyor Training. c) Coordinate surveyors during the CX3 neighborhood food environment assessment effort.	Project Coordinator	Oct 2015-Sept 2016	a)Completed Tier 2 data surveys b)Completed surveys c) Time log for each surveyor
4. After receipt of data analysis, work with Food Access Coordinator to complete all template Communications Tools for each neighborhood surveyed.	Project Coordinator	Oct 2015-Sept 2016	Communication Tools

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 3: Prioritize identified problem areas based on CX³ findings and feedback from at least three-five community forums to reach 75 community members, and utilize to develop and implement at least three *Network* allowable interventions with environmental supports.

Activities	Responsible Party	Timeframe	Deliverables
1. Work with Food Access Coordinator and CX3 Assessment and Program Contractor to complete all template Communications Tools for the three CX3 neighborhoods surveyed in FFY 2012.	Project Coordinator	Mar-Sept 2013	Communication tools
2. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate. Work with Food Access Coordinator, CX3 Assessment and Program Contractor, and engage community members to accomplish the following: a) Conduct outreach to increase participation at community forums/town halls. b) Partner with the CX3 Assessment and Program Contractor to host nutrition education community forums/town halls reaching 15-20 unduplicated SNAP-Ed eligible adults from the respective neighborhood at each forum to review CX ³ findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. c) Provide CX ³ findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX ³ neighborhoods would guide/inform decisions and promote increased access to healthy food. d) Using feedback from community forums, identify potential Champion retail food sources (e.g. food outlets, restaurants, mobile vendors, etc.) for future intervention work and campaigns e) As relevant, share CX3 findings with local media to highlight areas of concern and opportunities for action (e.g., newspaper, television)	Project Coordinator	<u>a-b</u> Mar 2013-Sept 2013 (if needed) <u>c-e</u> Mar 2013-Sept 2013	Summary of outreach efforts Forum/Town hall Agenda List of county/city officials with contact dates List of Champions CX3 Media highlights

Activities	Responsible Party	Timeframe	Deliverables
<p>3. Based on CX³ findings, prioritize identified problem areas with stakeholders, community groups, and organizations. Work with Food Access Coordinator and engage community members to accomplish the following:</p> <ul style="list-style-type: none"> a) Conduct outreach to increase participation at community forums/town halls. b) Host at least <u>5</u> nutrition education obesity prevention community forums/town halls reaching a minimum of <u>75</u> cumulative neighborhood residents or individuals from the target population (at least <u>15</u> unduplicated SNAP eligible adults at each site) to review CX³ findings and determine greatest areas of concern. Coordinate with the SNAP-Ed Nutrition Education Coordinator who will provide a 15-minute dynamic nutrition education session. c) Provide CX³ findings to all relevant city/county level departments (e.g., planners, redevelopment agencies, etc.) where data on the CX³ neighborhoods would guide/inform decisions and promote increase access to healthy food. d) Using feedback from community forums, identify potential neighborhood Champions, including Champion retail food sources for future intervention work and campaigns. e) As relevant, share CX3 findings with local media to highlight areas of concern and opportunities for action (e.g., newspaper, television) 	Project Coordinator	Oct 2015- Mar 2016	Summary of outreach efforts Forum/Town hall Agenda List of county/city officials with contact dates List of Champions CX3 Media highlights
<p>4. Partner with CX3 Assessment and Program Contractor, Food Access Coordinator, and community members to identify at least three <i>Network</i> allowable interventions with environmental supports (at least one from each CX3 neighborhood)</p>	Project Coordinator	Mar-May 2013 Apr-July 2016	Strategic Narrative
<p>5. Assist in the development of the <i>CX³ Implementation Strategy Narrative</i> by providing research, written work, translation, editing and review.</p>	Project Coordinator	Apr-May 2013 Aug-Sept 2016	Strategic Narrative

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 4: Collaborate with five community groups and five other organizations to engage five neighborhood members to identify at least two food and beverage strategies in five qualifying communities to increase access and consumption of healthy foods and beverages.

Activities	Responsible Party	Timeframe	Deliverables
1. Assist DHS Staff to plan and host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Assist CX3 Assessment and Program Contractor in recruiting community leaders to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. in CX3 neighborhoods. Some strategies may include: <ul style="list-style-type: none"> a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions b. Increase awareness of existing food policies in qualifying neighborhoods c. Use CX³ assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods. 	Project Coordinator	Mar 2013- May 2013 Oct 2014- May 2015	Flyers, Agenda, Summary of meeting results
2. Collaborate with at least <u>5</u> community groups and <u>5</u> other organizations to recruit <u>5 or more</u> neighborhood members from <u>5</u> qualifying CX3 communities (at least one from each neighborhood) to participate in the CX3 Community Liaison Leadership Training. Target ethnic specific minorities with health disparities identified in the LHD Infrastructure Assessment.	Project Coordinator	Mar-Apr 2013 Oct 2013- Dec 2013 Oct 2014 – Dec 2014	Documentation of recruitment efforts Submitted training applications
3. Partner with SNAP-Ed staff to finalize and obtain Network approval of training curriculum and materials for English and Spanish speaking adults.	Project Coordinator	Mar 2013	Bilingual training curriculum and

Activities	Responsible Party	Timeframe	Deliverables
		Oct 2013- Dec 2013 Oct 2014 – Dec 2014	materials
<p>4. Facilitate a bilingual (Spanish/English) <u>leadership development training</u> (3 day minimum), which includes:</p> <ul style="list-style-type: none"> a. Introduction exercise b. Social justice and healthy communities c. Community organizing basics (relationship building, identification of priority concerns, member engagement and retention, and partnership) d. Community organizing principles of community organizing e. Characteristics of community leaders, characteristics of community groups, development of organized community groups f. Skill building (outreach, engagement and retention to the Latino community, in particular; selecting a meeting environment; ground rules for groups; and meeting facilitation) g. Leadership styles h. Participatory strategic planning concepts i. Interactive activities and homework to augment and support the community organizing and skill building components of the training 	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Training agendas, Curriculum, sign-in sheets, pre/post evaluation surveys</p>
<p>5. Facilitate a <u>community driven leadership and policy change</u> training (minimum 1 day), which should include, but not limited to, the following components:</p> <ul style="list-style-type: none"> j. Overview of health and communities k. Local government overview l. How to engage elected officials and decision makers, including a panel of local 	<p>Project Coordinator</p> <p>Program Assistant 1</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p>	<p>Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys</p>

Activities	Responsible Party	Timeframe	Deliverables
<p>policy/decision makers (e.g. government officials, principals, school boards, etc.)</p> <p>m. Exercises that show participants how to identify environmental issues that can be addressed through policy advocacy (assessment) Showcase of evidence-based primary prevention strategies and solutions (e.g. food systems; walkability principles; land use and community planning; leadership; advocacy and policy development)</p>	<p>Program Assistant 2</p>	<p>Jan-Feb 2015</p>	
<p>6. Facilitate a <u>media spokesperson</u> training (minimum 1 day), which should include, but not limited to, the following components:</p> <p>n. How to frame a message</p> <p>o. Developing a message</p> <p>p. Presenting a message (on camera exercise or press conference interview exercise)</p> <p>q. Developing a message for longer interviews (e.g., 15 minute radio interviews)</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Training agendas, curriculum, sign-in sheets, pre/post evaluation surveys</p>
<p>7. Work with CX3 Community Liaison trainees to accomplish the following:</p> <ul style="list-style-type: none"> Assist trainees to identify <u>at least one</u> food and beverage strategy in <u>each of the five qualifying communities</u> to increase access and consumption of healthy foods and beverages. Identify at least three <i>Network</i> allowable interventions with environmental supports that trainees can use to implement their selected strategies. Assist trainees to develop a strategic plan for their respective strategies. The CX3 Community Liaisons will work on these projects for at least seven months. <p>Partner with Food Access Coordinator and CX3 Community Assessment and Program Contractor to provide CX3 and other relevant food access data, strategies, and</p>	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>Apr-May 2013</p> <p>Jan-Feb 2014</p> <p>Jan-Feb 2015</p>	<p>Trainee strategic plans</p>

Activities	Responsible Party	Timeframe	Deliverables
monitoring/evaluation approaches to help trainees with decision making.			
<p>8. Provide ongoing oversight and support to CX3 Community Liaisons in all training areas to implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions. Ongoing support must include at least three of the following approaches. Alternative approaches approved by Food Access Coordinator may also be used.</p> <ul style="list-style-type: none"> • One-on-one or group meetings to help Liaisons put knowledge into practice. • Regular communications to obtain regular updates on strategic plan implementation. • Monthly team meetings so Liaisons can check-in, address challenges, share successes, and participate in mini skill building trainings). • (Required) Select Liaisons participate in CAN-C Food Access Workgroup, SNAP-Ed Team Meetings, and/or Network meetings and conferences. 	<p>Project Coordinator</p> <p>Program Assistant 1</p> <p>Program Assistant 2</p>	<p>May–Nov 2013</p> <p>Mar–Sept 2014</p> <p>Mar–Sept 2015</p>	<p>Mentoring log</p> <p>Meeting and training agendas</p> <p>Meeting participation log</p>
<p>9. Connect Liaisons with CX3 Assessment and Program Contractor or Food Access Coordinator, as needed, to receive technical assistance and training in the following areas:</p> <ul style="list-style-type: none"> • strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities. • educational and social marketing strategies • monitoring and evaluating neighborhood changes. <p>Support and mentor Liaisons to use information obtained from the technical assistance and trainings sessions to help implement strategic plans.</p>	<p>Project Coordinator</p>	<p>May–Nov 2013</p> <p>Mar–Sept 2014</p> <p>Mar–Sept 2015</p>	<p>TA log</p> <p>ATF/EARS</p>
<p>10. Compile meeting evaluations (translating when necessary) and work with SNAP-Ed staff and evaluators to evaluate leadership training and community projects.</p>	<p>Project Coordinator</p>	<p>Mar 2013–Sept 2016</p>	<p>Evaluation tools</p>

Activities	Responsible Party	Timeframe	Deliverables
			Final reports
11. Assist in the development or update of the CX ³ Implementation Strategy Narrative by providing research, written work, translation, editing and review. Incorporate CX3 Community Liaisons' strategic plans wherever possible.	Project Coordinator	May-June 2013 Mar-Apr 2014 Mar-Apr 2015	Strategic Narrative

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 5: Assist County Nutrition Action Plan Workgroup with promoting and supporting a minimum of one environmental change that enhances *Rethink Your Drink* efforts.

Activities	Responsible Party	Timeline	Deliverables
1. Work with the County Nutrition Action Plan Workgroup and the CX3 Community Liaisons to identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Assist with the development of the summary of local strategies. Some strategies may include: <ul style="list-style-type: none"> a. Collaborate with food outlets to reduce the size of sugar sweetened-beverages sold at food outlets and/or move the beverages to a less trafficked area of the store b. Collaborate with restaurants to reduce the serving size of sugar sweetened-beverages sold with meals and/or eliminate them from kids meals c. Reduce access to sugar-sweeten beverages (SSBs) in eligible city and county settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes d. Encourage partners to provide free drinking water to the public in common areas at such eligible venues e. Encourage organizations to seek healthy beverage sponsorships 	Project Coordinator	Mar –Sept 2013	Summary of local strategies (report annually)

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 6: Coordinate CX3 Community Liaisons to engage qualifying grocery retailers (such as: supermarkets, grocery stores, and/or independent grocers) in the county to reach SNAP-Ed eligible residents through nutrition education materials, food demonstrations, store tours, and point of purchase strategies.

Activities	Responsible Party	Timeline	Deliverables
1. Participate in all required <i>Network for a Healthy California –Retail Program</i> trainings in person and/or webinars. Examples of training include: <ul style="list-style-type: none"> • <i>Network for a Healthy California Retail Training Webinar</i> • <i>Storage & Stocking Training (i.e., produce storage guidelines, receiving and stocking tips, and produce display considerations)</i> • <i>Merchandising & Promotion Training (i.e., product and produce merchandising and display tips, marketing activities, and healthier checkout program)</i> • <i>In-Store Events Training (i.e., coordinating, promoting and conducting promotional events, such as food tastings and store visits)</i> 	Project Coordinator	Oct 2013 - Sept 2016	Record of attendance Training agendas
2. Coordinate CX3 Community Liaisons to participate in trainings on how to implement the Healthy Food Outlet Project and use evaluation measurement tools. Examples of trainings include: <ul style="list-style-type: none"> • Healthy Food Outlet Project Business Liaison Training • Use of the <i>Network for a Healthy California’s</i> Retail Fruit & Vegetable Marketing Guide, including trainings on in-store/community surveys, storage & stocking produce, merchandising & promotion, and in-store events. • Training(s) on use of measurement tools to conduct food environment assessment, manager interviews and customer intercept surveys 	Project Coordinator	Oct 2013 - Sept 2016	Training sign-in sheets

Activities	Responsible Party	Timeline	Deliverables
3. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings.	Project Coordinator	Oct 2013 - Sept 2016	Meeting sign-in sheets
4. Work with Healthy Food Outlet Project Staff to provide technical assistance and mentoring to CX3 Community Liaisons on the implementation of the Healthy Food Outlet Project, which includes, but is not limited to, the following: <ul style="list-style-type: none"> • Promoting healthy items through placement/promotion strategies • Promoting healthy items through reduced pricing strategies • Improving the selection, quantity, and quality of more healthy food items throughout the store • Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements • Encouraging corner store conversion projects with other funding sources 	Project Coordinator	Oct 2013 - Sept 2016	Log of technical assistance activities Summary of outcomes
5. Connect CX3 Community Liaisons with SNAP-Ed partners to receive the following trainings: <ol style="list-style-type: none"> a) Acquire food handling certification (such as ServSafe) that meets the county’s requirements for the staff responsible for engaging the retail sites b) Training on conducting retail grocery promotional events. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours. <p>CX3 Community Engagement Contractor must receive a food handling certification and participate in the training in order to provide adequate oversight and support in this area to CX3 Community Liaisons.</p>	Project Coordinator	Oct 2013 - Sept 2016	a) Copy of Certification for staff b) Training agenda, list of materials discussed
6. Work with the SNAP-Ed Nutrition Education Contractor and CX3 Assessment and Program Coordinator or Food Access Coordinator to coordinate CX3 Community Liaisons to conduct the following activities at participating food outlets located in qualified communities:	Project Coordinator	Oct 2013- Sept 2016	a) Completed customer/community surveys

Activities	Responsible Party	Timeline	Deliverables
a) customer/community surveys b) Three promotional events at each participating stores that highlight healthy changes. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.			b) Event calendar Photos (with photo releases) Evaluation summary of promotional activities

SNAP-Ed Activities Timeline Chart

Activity	Federal Fiscal Year 2013												Federal Fiscal Year 2014											
	2012			2013									2013			2014								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1.1						•		•		•		•		•		•		•		•		•		•
1.2					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.3					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.4					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.5					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
1.6					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
4.10					•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3.4					•	•																		
4.3					•	•																		
4.2					•	•	•																	
4.1					•	•	•	•																
3.1					•	•	•	•	•	•	•	•												
3.2					•	•	•	•	•	•	•	•												
5.1					•	•	•	•	•	•	•	•												
3.5							•	•																
4.4							•	•																
4.5							•	•																
4.6							•	•																
4.7							•	•																
4.9							•	•	•	•	•	•	•											
4.11								•	•															
4.8								•	•	•	•	•												
4.2													•	•	•									
4.3													•	•	•									
6.1													•	•	•	•	•	•	•	•	•	•	•	•
6.2													•	•	•	•	•	•	•	•	•	•	•	•
6.3													•	•	•	•	•	•	•	•	•	•	•	•
6.4													•	•	•	•	•	•	•	•	•	•	•	•
6.5													•	•	•	•	•	•	•	•	•	•	•	•
6.6													•	•	•	•	•	•	•	•	•	•	•	•
4.7																•	•							
4.11																		•	•					
4.8																		•	•	•	•	•	•	•
4.9																		•	•	•	•	•	•	•

Activities	Responsible Party	Timeline	Deliverables
<p>1. Participate in required in-person trainings, train-the-trainer trainings, and/or webinars, including the following:</p> <ul style="list-style-type: none"> • Healthy Food Outlet Project Business Liaison Training • Use of the <i>Network for a Healthy California's Retail Fruit & Vegetable Marketing Guide</i> (including how to conduct and analyze customer intercept surveys) • Storage & Stocking Training (<i>i.e., produce storage guidelines, receiving and stocking tips, and produce display considerations</i>) • Merchandising & Promotion Training (<i>i.e., product and produce merchandising and display tips, marketing activities, and healthier checkout program</i>) • In-Store Events Training (<i>i.e., coordinating, promoting and conducting promotional events, such as food tastings and store visits</i>) • Acquire food handling certification (such as ServSafe) that meets the county's requirements for the staff responsible for engaging the retail sites. 	Business Liaison	Mar - Oct 2013	<p>Record of attendance</p> <p>Training agendas</p> <p>Copy of Certification for staff</p>
<p>2. Communicate with project staff by phone and email, attend program meetings, and attend resident mentoring meetings, as needed.</p>	Business Liaison	Mar 2013-Sept 2014	Meeting sign-in sheets
<p>3. When possible, recruit, train, coordinate, and mentor Community Liaisons (i.e. residents) from target communities to act as Business Liaisons to small markets and conduct in-store shopper or community surveys and in-store events.</p> <p><i>Target communities are those that 1) lie within the catchment of schools with at least 50% of the student body eligible for the Federal Free/Reduced Meal Program and 2) lie within census tracts where at least 50% of total or Hispanic/Latino population lives at or below 185% of the Federal Poverty Level.</i></p>	Business Liaison	Mar 2013-Sept 2014	List of Community Liaisons

Activities	Responsible Party	Timeline	Deliverables
<p>4. Meet with employee(s) from the 10 small markets (5 during Phase 1 & 5 during Phase 2) <u>once a week for the first month, every other week for the next five months, and then every three weeks for duration of the program</u> to provide training and technical assistance on implementation of the Healthy Food Outlet Project and promotion of healthy food and beverage purchases, such as:</p> <ul style="list-style-type: none"> • Increasing quantity and quality of fresh, local produce • Promoting healthy items through placement/promotion strategies • Promoting healthy items through reduced pricing strategies • Improving the selection, quantity, and quality of more healthy food items throughout the store • Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements <p>Technical assistance should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Guidance on the use of the project’s toolkit • Connections to community resources (e.g., energy efficiency loan and rebate programs, business development programs, low-cost in-store marketing programs, produce distribution or wholesale networks) • Coordination of incentives (e.g., healthy checkout display) related to improving the market’s quality score. • Coordination of implementation of Smart Meal Program (for stores with delis) • Trainings outlined in Activity 5 <p><i>Whenever possible, mentor Community Liaisons to meet with employees.</i></p>	<p>Business Liaison</p>	<p><u>Phase I Stores</u> May 2013 – Apr 2014</p> <p><u>Phase II Stores</u> Sept 2013-Aug 2014</p>	<p>Complete monthly store visit log, noting monthly in-store changes, challenges, successes and technical assistance and resource needs small markets.</p> <p>Summary of outcomes.</p>

Activities	Responsible Party	Timeline	Deliverables
<p>5. Provide training and technical assistance to staff at the 10 small markets (5 during Phase 1 & 5 during Phase 2) on methods to enhance healthy food and beverage options. Trainings should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Storage & Stocking Training • Merchandising & Promotion Training • In-Store Events Training • Healthier checkout program - Food Handling Certification (such as ServSafe) <p><i>Whenever possible, mentor Community Liaisons to provide training and technical assistance to staff.</i></p>	Business Liaison	<p><u>Phase I Stores</u> May-June 2013</p> <p><u>Phase II Stores</u> Sept-Oct 2013</p>	Sign-in sheet from training
<p>6. Work with the 10 small markets (5 during Phase 1 & 5 during Phase 2) to identify and order healthy snack and/or produce checkout displays and determine where they will be placed in the checkout area. Display(s) must be used for healthy snacking items only and located near the checkout in order to raise the Store Quality Score.</p>	Business Liaison	<p><u>Phase I Stores</u> May-June 2013</p> <p><u>Phase II Stores</u> Sept-Oct 2013</p>	<p>Displays installed</p> <p>Before/After Photos</p>
<p>7. Work with the stores to conduct and analyze in-store shopper/community surveys at the 10 small markets (5 during Phase 1 & 5 during Phase 2) to determine consumer needs.</p> <p><i>Whenever possible, mentor Community Liaisons to conduct and analyze in-store shopper/community surveys.</i></p>	Business Liaison	<p><u>Phase I Stores</u> May-June 2013</p> <p><u>Phase II Stores</u> Sept-Oct 2013</p>	Completed customer/community surveys
<p>8. Partner with <i>Network for a Healthy California – Northcoast Region’s</i> Retail Specialist and/or CX3 Food Access Coordinator to distribute and maintain appropriate nutrition education materials such as the <i>Harvest of the Month</i> community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, <i>Rethink Your Drink</i> materials, hardware, in-store audio, CalFresh materials, etc., to each of the 10 small markets (5 during Phase 1 & 5 during Phase 2), based on the size of the store. Update monthly.</p>	Business Liaison	<p><u>Phase I Stores</u> July 2013-April 2014</p> <p><u>Phase II Stores</u> Nov 2013-Aug 2014</p>	Product Usage Report from the Online Ordering System

Activities	Responsible Party	Timeline	Deliverables
<p>9. Work with the Center for Well-Being to coordinate Community Liaisons to conduct two promotional events that highlight healthy changes at each of the 10 small markets (5 during Phase 1 & 5 during Phase 2), reaching a minimum of 450 SNAP-eligible adults, total per year. Promotional events can include, but are not limited to, food demonstrations, tastings, and store tours.</p> <p><i>Each food demonstration must be appropriately staffed to meet the requirements of the county and should promote and market healthy food products available for purchase at the retailer. Reporting requirements must align with SNAP-Ed nutrition education evaluation guidelines.</i></p>	Business Liaison	<p><u>Phase I Stores</u> July 2013-April 2014</p> <p><u>Phase II Stores</u> Nov 2013-Aug 2014</p>	<p>Event calendar</p> <p>Photos (with photo releases)</p> <p>SNAP-Ed ADF Forms and other evaluation tracking tools</p>
<p>10. Work with CX3 Food Access Coordinator to develop and implement communication plans for promoting stores events and recognizing stores for “making healthy changes for the health of the community.”</p>	Business Liaison	<p><u>Phase I Stores</u> May 2014</p> <p><u>Phase II Stores</u> Sept 2014</p>	Copy of communication plans, media pieces, flyers, etc.
<p>11. Provide input to inform the modification of the Healthy Food Outlet Project toolkit, collateral and promotional materials, as needed.</p>	Business Liaison	June-Sept 2014	Updated toolkit, collateral and promotional materials

Activity	2013												2014								
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1			•	•	•	•	•	•	•	•											
2			•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
3			•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
4					•	•	•	•	•	•	•	•	•	•	•	•					
5					•	•	•														
6					•	•	•														
7					•	•	•														
8							•	•	•	•	•	•	•	•	•	•					
9							•	•	•	•	•	•	•	•	•	•					
10																	•				
4									•	•	•	•	•	•	•	•	•	•	•	•	•
5									•	•											
6									•	•											
7									•	•											
8										•	•	•	•	•	•	•	•	•	•	•	•
9										•	•	•	•	•	•	•	•	•	•	•	•
10																					•
11																	•	•	•	•	•

Budget

	Rate	Calendar Year 2011		Calendar Year 2012		Calendar Year 2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
PERSONNEL							
Community Organizer	\$35	377.2	\$13,205	441.2	\$15,445	250	\$8,750
ACTION Trainer	\$35	20	\$700	20	\$700		
Total Personnel			\$13,905		\$16,145		\$8,750
NON-PERSONNEL / OPERATING EXPENSES							
Travel			\$570		\$863		\$570
Office Supplies			\$300		\$300		\$300
Printing/Duplication							
Meeting Supplies			\$600		\$210		\$350
Food/Refreshments			\$1,200		\$1,200		\$1,200
Stipends/Incentives			\$760				\$760
Educational Materials			\$264				
Postage							
Facility Use Expense					\$360		
Childcare Stipend/Incentives					\$760		
Total Non Personnel			\$3,694		\$3,693		\$3,180
Total Direct Costs (Personnel + Non-Personnel)			\$17,599		\$19,838		\$11,930
Indirect Costs @ 10%			\$1,670		\$1,890		\$1,193
OTHER COSTS – SUBCONTRACTS/CONSULTANTS							
Translation & Interpretation							\$885
Total Other							
TOTAL BUDGET			\$19,269		\$21,728		\$14,008

Total Payments not to exceed \$55,005

Budget Justification

<i>PERSONNEL</i>
1) The Community Organizer will co-facilitate 1 leadership training for years 1 & 2; and provide follow-up and mentoring to the graduates each year for a total of 704 hours/year 1, 832 hours/year 2, and 416 hours/year 3 @ \$35/hour.
2) The ACTION Trainer will provide 1 leadership training each year, years 1 & 2: 20 hours, including preparation time for each training @ \$35/hour; for a total of \$700 each year.
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
Travel - Expenses include \$330/year for HEAL-CHI peer meetings and \$20/month for local travel, or \$240/year. Local travel is reimbursed at a rate of \$0.50/mile, for an estimated 40 miles a month.
Office supplies - Calculated at approximately \$25/month, for a total of \$300/year, including items such as markers, flipcharts, pens, paper, folder, etc. This expense is being provided in-kind by SJHS-SC.
Printing/duplication – n/a
Meeting supplies - \$600 covers paper products for program meetings and events during years 1 and 2, and \$350 in year 3.
Food/refreshments - \$1,200 is included each year cover healthy food and drinks at program meetings and events
Stipends/incentives - Include small items that incentivize participation in the program, (e.g., gift certificates to healthy food outlets, such as local farms and Farmers Markets)
Educational materials - ACTION Leadership Training manuals for each participant, as well as supplemental material for communications training for 16 trainees at \$33 each.
Facility Use Expense – Facility use expenses needed for space for trainings.
Childcare Stipend/Incentives – stipends/incentives for childcare providers during Leadership Training workshops.
Indirect costs - are calculated at 12%, to support administrative overhead expenses incurred by the contractor. Of that, 10% is being requested, and the additional 2% is being provided in-kind by SJHS-SC. These expenses included rent, utilities, maintenance and depreciation of office equipment, accounting services, etc.
<i>OTHER COSTS</i>
Translation & Interpretation - \$885 is included each year for written translation of key materials and interpretation at meetings and events

In-Kind

	Rate	Calendar Year 2011		Calendar Year 2012		Calendar Year 2013	
		Hrs	Amount	Hrs	Amount	Hrs	Amount
PERSONNEL							
Director Healthy Communities	\$45	48	\$2,160	52	\$2,340	52	\$2,340
Community Organizer	\$35	352	\$12,320	416	\$14,560	208	\$7,280
Communications/Media Advisor	\$45	10	\$450	10	\$450		
Total Personnel			\$14,930		\$17,350		\$9,620
NON-PERSONNEL / OPERATING EXPENSES							
Travel - mileage							
Office Supplies							
Printing/Duplication			\$600		\$600		\$300
Meeting Supplies			\$600		\$600		\$300
Food/Refreshments							
Incentives							
Educational Materials			\$486		\$487		
Postage							
Total Non Personnel			\$1,686		\$1,687		\$600
Total Direct Costs (Personnel + Non-Personnel)			\$16,616		\$19,037		\$10,220
Indirect Costs @ ____ %			\$370		\$418		\$2 16
OTHER COSTS – SUBCONTRACTS/CONSULTANTS							
Total Other							
TOTAL BUDGET			\$16,986		\$19,455		\$10,436

Budget

Budget	Hourly Rate	Hrs	Mar 2012- Sept 2013	Hrs	Oct 2013 - Sept 2014	Hrs	Oct 2014- Sept 2015	Hrs	Oct 2015- Sept 2016	Total
PERSONNEL										
Leticia Romero, Project Coordinator (Lead Organizer) (0.525 FTE in FFY 2013; 0.375 FTE in FFY 2014; 0.3125 FTE in FFY 2015 & 2016)	\$24	651	\$15,624	800	\$19,200	650	\$15,600	650	\$15,600	\$66,024
Personnel Subtotal			\$15,624		\$19,200		\$15,600		\$15,600	\$66,024
Fringe Benefits @ 20% (Add'l 9.5% in-kind)	20.0%		\$3,125		\$3,840		\$3,120		\$3,120	\$13,205
TOTAL PERSONNEL			\$18,749		\$23,040		\$18,720		\$18,720	\$79,229
NON-PERSONNEL/OPERATING EXPENSES										
Travel – Annual Network Conference in Sacramento			\$0		\$423		\$0		\$423	\$846
Travel - Network Trainings in Sacramento			\$267		\$267		\$267		\$267	\$1,068
Travel – Mileage	.555	2000	\$1,110	2430	\$1,349	1299	\$721	1719	\$954	\$4,134
Office Supplies			\$700		\$1,200		\$1,200		\$1,200	\$4,300
Copier			\$0		\$0		\$0		\$0	\$0
Printing/Duplication			\$0		\$0		\$0		\$0	\$0
Educational /Training Materials			\$120		\$180		\$180		\$180	\$660
Food Handling Certification			\$0		\$600		\$600		\$600	\$1,800
TOTAL NON-PERSONNEL			\$2,197		\$4,019		\$2,968		\$3,624	\$12,808
OTHER COSTS										
CX3 Community Liaisons	\$12.00	292	\$3,504	312	\$3,744	312	\$3,744	312	\$3,744	\$14,736
TOTAL OTHER COSTS			\$3,504		\$3,744		\$3,744		\$3,744	\$14,736
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$24,450		\$30,803		\$25,432		\$26,088	\$106,772
Indirect Costs @ 12% (Add'l 6.81% in-kind)	18.1%		\$4,425		\$5,575		\$4,603		\$4,722	\$19,326
TOTAL BUDGET			\$28,875		\$36,378		\$30,035		\$30,810	\$126,098

SNAP-Ed Grant Budget Revisions and Line Item Adjustments:

Subject to prior written notice under Paragraph 12, the Department of Health Services Division Director, or designee, may approve Line Item Budget Adjustment Requests and Budget Revision Request to Exhibit B1 so long as the total contract maximum set forth in Section 2 (Payment) neither increases nor decreases and there is no significant change in the Scope of Work. Proposed transfers between budget sections or between line items require an approved Budget Revision Request if the total of the proposed changes are greater than 10% of the total contract amount for each budget year. Proposed budget transfers that total less than 10% of the total contract amount each budget year require an approved Line Item Budget Adjustment Request.

Said Line Item Budget Adjustment Requests and Budget Revision Requests shall not require a formal amendment to this Agreement and shall be effected by preparation of a new exhibit which is signed and dated by the Department of Health Services Division Director, or designee.

In-Kind

In-Kind Budget	Hourly Rate	Hrs	Mar 2012- Sept 2013	Hrs	Oct 2013 - Sept 2014	Hrs	Oct 2014- Sept 2015	Hrs	Oct 2015- Sept 2016	Total
PERSONNEL										
Leticia Romero, Project Coordinator	\$24	0	\$0	0	\$0	0	\$0	0	\$0	\$0
Amy Chevrolet, Project Manager (Manager)	\$35	300	\$10,500	400	\$14,000	400	\$14,000	400	\$14,000	\$52,500
Zuli Baron , Program Assistant (Lead Trainer)	\$25	75	\$1,875	75	\$1,875	75	\$1,875	75	\$1,875	\$7,500
Teresa Lopez, Program Assistant (Trainer)	\$24	48	\$1,152	48	\$1,152	48	\$1,152	48	\$1,152	\$4,608
Personnel Subtotal			\$13,527		\$17,027		\$17,027		\$17,027	\$64,608
Fringe Benefits @29.5%	29.50%		\$3,990		\$5,023		\$5,023		\$5,023	\$19,059
Fringe Benefits for Leticia @ 9.5%	9.50%		\$1,484		\$1,824		\$1,482		\$1,482	\$6,272
PERSONNEL TOTAL			\$19,002		\$23,874		\$23,532		\$23,532	\$89,940
NON-PERSONNEL/OPERATING EXPENSES										
Travel – Annual Network Conference in Sacramento			\$0		\$0		\$0		\$0	\$0
Travel - Network Trainings in Sacramento			\$0		\$0		\$0		\$0	\$0
Travel – Mileage			\$1,000		\$1,000		\$1,000		\$1,000	\$4,000
Office Supplies			\$500		\$100		\$250		\$250	\$1,100
Copier			\$0		\$0		\$0		\$0	\$0
Printing/Duplication			\$0		\$0		\$0		\$0	\$0
Education/Training Materials			\$0		\$0		\$0		\$0	\$0
Food Handling Certification			\$0		\$0		\$0		\$0	\$0
TOTAL NON-PERSONNEL			\$1,500		\$1,100		\$1,250		\$1,250	\$5,100
OTHER COSTS										
CX3 Community Liaisons	\$12.00	0	\$0	0	\$0	0	\$0	0	\$0	\$0
TOTAL OTHER COSTS			\$0		\$0		\$0		\$0	\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$20,502		\$24,974		\$24,782		\$24,782	\$95,040
Indirect Costs	0.0%		\$0		\$0		\$0		\$0	\$0
TOTAL IN-KIND			\$20,502		\$24,974		\$24,782		\$24,782	\$95,040

Budget Justification

PERSONNEL
<p>Leticia Romero, Project Coordinator (0.525 FTE in FFY 2013; 0.375 FTE in FFY 2014; 0.313 FTE in FFY 2015 & 2016) (Lead Organizer)</p> <p>Coordinates recruitment of community members (residents) from identified CX3 neighborhoods to participate in the CX3 Community Liaison Leadership Training Program and CX3 Assessment Training. Provides oversight, support and mentoring to residents on partnership development, public health, assessment and evaluation strategies related to increasing access and consumption of healthy foods and beverages and physical activity opportunities in SNAP-Ed approved neighborhoods. Assists with the development, implementation, and facilitation of a CX3 strategic community-driven action plans, county health forums, and community forums/town halls.</p> <ul style="list-style-type: none"> • FFY 2013 = 21 hours/week x 31 week @ \$24/hour = \$15,624 • FFY 2014 = 15 hours/week @ \$24/hour = \$19,200 • FFY 2015 = 12.5 hours/week @ \$24/hour = \$15,600 • FFY 2016 = 12.5 hours/week @ \$24/hour = \$15,600
<p>Fringe Benefits:</p> <p>The average fringe benefits estimate is 29.5% of salaries, of which 20% is included in the budget. The remainder of fringe benefits expenses will be provided in-kind. Fringe benefits expenses include statutory benefits (i.e., medicare, social security, workers comp, CA disability insurance) and discretionary benefits (i.e., Medical/Dental/Vision, life insurance, retirement benefits, and long-term disability)</p>
NON-PERSONNEL / OPERATING EXPENSES
<p>Travel – Annual Network Conference in Sacramento: \$846</p> <p>For one staff and one Community Liaison to attend the Annual Network Conference in Sacramento up to two (2) days. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> • FFY 2013: \$0 (<i>No conference</i>) • FFY 2014: \$423 (\$80 = \$40 / day x 1 staff and 1 liaisons + \$192 = \$84 x 1 night/1 staff & 1 liaison+ \$12 tax x 2 + \$115 = 206 miles RT x \$0.555 x 1 car+ \$36= \$18 / day parking x 2 days) • FFY 2015: \$0 (<i>No conference</i>) • FFY 2016: \$423 (\$80 = \$40 / day x 1 staff and 1 liaisons + \$192 = \$84 x 1 night/1 staff & 1 liaison+ \$12 tax x 2 + \$115 = 206 miles RT x \$0.555 x 1 car+ \$36= \$18 / day parking x 2 days)
<p>Travel –Network Trainings in Sacramento: \$1,068</p>

<p>For one staff to attend up to two (2) Network-Sponsored Skills Trainings in Sacramento, such as facilitation, sustainability, and program delivery trainings. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> • FFY 2013: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 per daily fee x 2 days)</i>) • FFY 2014: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 daily fee x 2 days)</i>) • FFY 2015: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 daily fee x 2 days)</i>) • FFY 2016: \$267 (<i>\$231=208.1 miles round trip x 2 meetings x \$0.555 cents + \$36= parking for one car (\$18 per daily fee x 2 days)</i>)
<p>Travel – Mileage: \$4,134 Mileage for travel for paid staff to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. Mileage reimbursement rate is set at \$0.555/mile.</p> <ul style="list-style-type: none"> • FFY 2013: \$1,110 (<i>285.7 miles / month x 0.555 cents/mile x 7 months with additional \$1,000 to be provided in-kind</i>) • FFY 2014: \$1,349 (<i>202.5 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>) • FFY 2015: \$721 (<i>108.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>) • FFY 2016: \$954 (<i>143.3 miles / month x 0.555 cents/mile x 12 months with additional \$1,000 to be provided in-kind</i>)
<p>Office Supplies: \$4,300 For supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for nutrition education, leadership training, and project activities.</p> <ul style="list-style-type: none"> • FFY 2013: \$700 (<i>\$100/month x 7 months, with additional \$500 to be provided in-kind</i>) • FFY 2014: \$1,200 (<i>\$100/month x 12 months with additional \$100 to be provided in-kind</i>) • FFY 2015: \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i>) • FFY 2016: \$1,200 (<i>\$100/month x 12 months with additional \$250 to be provided in-kind</i>)
<p>Copier: \$0 In-house copier usage based on estimated monthly usage for the program.</p>
<p>Printing/Duplication: \$0 Large-scale duplication jobs, production, printing, and lamination of relevant materials for trainings, meetings, and events.</p>
<p>Educational/Training Materials: \$660</p>

Costs to purchase and produce educational materials, such as pre-printed workbooks, posters, flyers, craft/small toys for dynamic activities for the trainings. Nutrition Education Materials required for the delivery of critical program services which have prior CDPH approval must comply with all State and Federal safety requirements with respect to production including Prop 65 requirements for lead content.

- FFY 2013: \$120 (\$4/person x 30/people)
- FFY 2014: \$180 (\$4/person x 45/people)
- FFY 2015: \$180 (\$4/person x 45/people)
- FFY 2016: \$180 (\$4/person x 45/people)

Food Handling: \$1,800

Local food handling and other non-Network trainings and tastings required for Community Liaisons to conduct in-store tastings, store tours, etc.

- FFY 2014 \$600
- FFY 2015 \$600
- FFY 2016 \$600

CX3 Community Liaisons: \$14,736

For CX3 Community Liaisons who have completed the CX3 Community Liaison Leadership Training Program to participate in CX3 Assessment Training and conduct food assessments in qualifying CX3 neighborhoods, engage officials and stakeholders, assist in the development and implementation of a food access action plan, and assist in the implementation of at least one county health forum.

- FFY 2013: \$3,504 (*\$12/hour x 292 hours*)
- FFY 2014: \$3,744 (*\$12/hour x 312 hours*)
- FFY 2015: \$3,744 (*\$12/hour x 312 hours*)
- FFY 2016: \$3,744 (*\$12/hour x 312 hours*)

Indirect Costs

18.81% of modified direct costs (total direct costs less subcontractors and equipment), of which 6.1% will be provided in-kind. The calculation is based on the Simplified Allocation Method as outlined on the "Certification Form for Indirect Costs" for FFY 2013.

Budget

Budget	Hourly Rate	Hrs	Feb 2012- Sept 2013	Hrs	Oct 2013 -Sept 2014	Total
PERSONNEL						
Francisco Cano, Business Liaison	\$22	855	\$18,810	705	\$15,510	\$34,320
Personnel Subtotal			\$18,810		\$15,510	\$34,320
Fringe Benefits	20.00%		\$3,762		\$3,102	\$6,864
PERSONNEL TOTAL			\$22,572		\$18,612	\$41,184
NON-PERSONNEL/OPERATING EXPENSES						
Travel		2820	\$1,593	6509	\$3,678	\$5,271
Office Supplies			\$1,015		\$1,740	\$2,755
Printing/Duplication			\$2,000		\$0	\$2,000
Meeting Supplies			\$0		\$0	\$0
Stipends/Incentives			\$0		\$0	\$0
Educational Materials			\$0		\$0	\$0
Postage			\$0		\$0	\$0
Equipment			\$2,500		\$2,500	\$5,000
TOTAL NON-PERSONNEL			\$7,108		\$7,918	\$15,026
OTHER COSTS						
		0	\$0	0	\$0	\$0
TOTAL OTHER COSTS			\$0		\$0	\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$29,680		\$26,530	\$56,210
Indirect Costs	0.0%		\$0		\$0	\$0
TOTAL			\$29,680		\$26,530	\$56,210

In-Kind

In-Kind Budget	Hourly Rate	Hrs	Feb 2012-Sept 2013	Hrs	Oct 2013 -Sept 2014	Total
PERSONNEL						
Francisco Cano, Business Liason	\$22	0	\$0	0	\$0	\$0
Amy Chevrolet, Project Manager	\$35	104	\$3,640	208	\$7,280	\$10,920
Personnel Subtotal			\$3,640		\$7,280	\$10,920
Fringe Benefits @29.5%	29.50%		\$1,074		\$2,148	\$3,221
Fringe Benefits for Francisco Cano @ 9.5%	9.50%		\$179		\$147	\$306
PERSONNEL TOTAL			\$4,892		\$9,575	\$14,447
NON-PERSONNEL/OPERATING EXPENSES						
Travel						\$0
Office Supplies						\$0
Printing/Duplication						\$0
Meeting Supplies						\$0
Stipends/Incentives						\$0
Educational Materials						\$0
Postage						\$0
Equipment						\$0
Other						\$0
TOTAL NON-PERSONNEL			\$0		\$0	\$0
OTHER COSTS						
		0	\$0	0	\$0	\$0
TOTAL OTHER COSTS			\$0		\$0	\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$4,892		\$9,575	\$14,447
Indirect Costs			\$0		\$0	\$0
TOTAL IN-KIND			\$4,892		\$9,575	\$14,447

Budget Justification

PERSONNEL
<p>Business Liaison \$41,184 (salary & fringe benefits)</p> <p>The Business Liaison(s) will participate in required trainings and communicate with project staff. Business Liaison will act as the project liaison to small markets to provide technical assistance on implementation of the Healthy Food Outlet Project and promotion of healthy food and beverages related to improving the market's quality score. Whenever possible, the Business Liaison(s) will train and mentor Community Liaisons (i.e. residents) to act as business liaisons.</p>
NON-PERSONNEL / OPERATING EXPENSES
<p>Travel \$5,271</p> <p>Mileage for travel to attend team meetings, local trainings, meeting with stakeholders, community forums, conduct site visits & TBD. Mileage is reimbursed at the federal reimbursement rate, which is 0.565 cents/mile for 2013. (56.5 cents/mile x \$9,329 miles = \$5,271)</p>
<p>Office Supplies \$2,755</p> <p>Supplies such as pens, pencils, postage, notepads, paper as needed for nutrition education and promotion activities (\$145/month x 19 months = \$2,755).</p>
<p>Printing/Duplication \$2,000</p> <p>Printing and duplication of large-scale duplication jobs, production, printing, and lamination of HFOP materials, including project toolkit and recognition banners and window clings. DHS staff will provide templates for toolkit and promotional materials. (10 stores x \$200 = \$2,000)</p>
<p>Meeting Supplies \$0</p>
<p>Stipends/Incentives \$0</p>
<p>Educational Materials \$0</p>
<p>Postage \$0</p>
<p>Equipment \$5,000</p> <p>Healthy checkout and/or produce displays for each of the 10 small markets to be used for healthy snacking items. (\$500 per market x 10 markets=\$5,000)</p> <p><i>FFY 2013 = HEAL \$1,000; Realignment \$1,500</i> <i>FFY 2014 = HEAL \$500; Realignment \$2,000</i></p>

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
ROSELAND SCHOOL DISTRICT**

On March 21, 2011, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as “County”, and Roseland School District, a government entity, hereinafter referred to as “Contractor”, entered into a service agreement.

Pursuant to Provision 13.7 of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Provision 1.1 is hereby revised to read as follows:

1.1 Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A1 – Scope of Work” attached hereto and incorporated herein by this reference (hereinafter “Scope of Work”), and within the times or by the dates provided for in Exhibit A1 and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit A1, the provisions in the body of this Agreement shall control.

2. Provision 2 is hereby revised to read as follows:

2. Payment For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid \$73,772 for HEAL Phase II activities and \$13,920 for Community Transformation Grant activities on a time and material/expense basis to the extent funds are available to the County in accordance with the budget set forth in Exhibit B1, provided, however, that total payments to Contractor shall not exceed eighty-seven thousand, six hundred ninety-two dollars (\$87,692), without the prior written approval of County. Any “HEAL Phase II” and “Community Transformation Grant” fund balance remaining at the end of the respective fiscal years shall automatically be carried forward to the subsequent fiscal years. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County’s option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Provision 3 is hereby revised to read as follows:

3. Term of Agreement. The term of this Agreement shall be from March 1, 2011 to September 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Provision 12 is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Sarah Underwood, Health Information Specialist
County of Sonoma, Department of Health Services
Health Policy, Planning and Evaluation Division
490 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401
(707) 565-6628

TO: CONTRACTOR: Gail Ahlas, Superintendent
Roseland School District
1934 Biwana Drive
Santa Rosa, CA 95407
(707) 545-0102

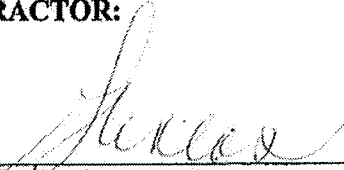
When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon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

5. Delete Exhibits A and B in their entirety and replace with Exhibits A1 and B1.

Except as expressly amended herein, all terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, have caused this Amendment to be duly executed by their authorized representatives this 26 day of February, 2013.

CONTRACTOR:

By: 
Gail Ahlas, Superintendent
Roseland School District

Date: 2/26/13

COUNTY OF SONOMA:


By: _____
Rita Scardaci, MPH, Director
Department of Health Services

Date: _____

Sonoma County Purchasing Agent (If Applicable)

Date _____

Certificates of Insurance on File with and Approved as to Substance:

By: 
Division Director or Designee

Date: 2/26/13

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 1: Strengthen and Implement School Wellness Policies

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
<p>1. By 5/30/12, more robust schools wellness policies will be adopted by the school district to improve eating and activity environments of the school, including:</p> <ul style="list-style-type: none"> • Policies affecting food • Classroom environment • Physical activity • School health environment • Before and after school environment 	<p>- Attend and support district wellness committee meetings which will meet at least four occasions per school year</p> <p>- Work with the district wellness committee to develop, identify, and/or modify policies that include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Second chance breakfast • Healthy breakfast • Healthy school lunches • Harvest of the Month • Cafeteria water stations • Structured nutrition and physical activity classroom education • Physical activity in the classroom • Active recess • Safe Routes to School • Parent education program • Worksite Wellness <p>- Recommend adoption of policies to the School Board.</p>	<p>School Wellness Coordinator (SWC)</p> <p>HEAL Staff, SWC</p> <p>District Wellness Committee, SWC</p>	<p>Mar 2011 – Dec 2013</p> <p>Mar 2011- May 2012</p> <p>Aug 2011- May 2012</p>	<p>Outcome: By 5/31/12, all policies will be adopted by the District School Board</p> <p>By 5/31/13, evaluations will indicate 85% compliance with school wellness policies.</p> <p>Measures:</p> <ul style="list-style-type: none"> - Wellness Committee minutes - Board minutes - Written policies - Annual school wellness assessment - Implementation and evaluation plans

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	<ul style="list-style-type: none"> - Work with the district wellness committee and school administration to develop a plan for communicating, implementing, and evaluating wellness policies in schools - Partner with the Healthy Student Initiative to secure school wellness resources for school - Partners with district wellness committee, community partners, teachers, food services and school administration to implement all school wellness policies in schools - Conduct school wellness assessment 	<ul style="list-style-type: none"> SWC, School Admin SWC, HEAL staff SWC, teachers, School Admin, food services SWC 	<ul style="list-style-type: none"> Mar 2011 – May 2012 May 2011- Dec 2013 Aug 2011- Dec 2013 Jan – Dec 2013 	

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. Progress reports are due April 15 (2011, 12, 13), July 15 (2011, 12, 13), October 15 (2011, 12, 13), and January 15 (2012, 13, 14). A progress report form and instructions will be provided to the Contractor.

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 2: Implement and institutionalize Second Chance Breakfast that consist of nutritional requirements that exceed existing federal requirements

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
<p>1. By 8/1/11, schools will implement “Healthy Breakfast”: school breakfasts will include at least three of the five food groups and will meet each of the following nutritional requirements in accordance with the new school wellness policies:</p> <ul style="list-style-type: none"> • Offer fresh fruit or vegetable each day of the week • Limit sugar in cereals and pastries to 6 grams • Offer at least a serving of whole grains 3 or more days each week • Offer only low-fat and fat-free milk each day (no sweetened milks) 	<p>Work with HEAL and district wellness committee and food service director to explore Second Chance Breakfast programs</p> <p>- Work with school administration, the district wellness committee, and food service director to develop/identify a policy institutionalizing Healthy Breakfast.</p> <p>- Recommend adoption of Healthy Breakfast policy to the School Board.</p> <p>- Work with the district wellness committee and school administration to develop a plan for implementing and evaluating Healthy Breakfast.</p> <p>- Work with school food providers to meet Healthy Breakfast nutritional requirements.</p> <p>- Coordinate with the Network for Healthy California to train cafeteria staff on nutrition education and food safety</p>	<p>HEAL Staff, District Food Service director</p> <p>District Wellness Committee</p> <p>HEAL staff & SWC</p> <p>Food Services, SWC</p> <p>Network staff, SWC, School Admin</p> <p>Food Service Director, SWC</p>	<p>Mar 2011</p> <p>Mar 2011- May 2012</p> <p>Aug 2011- May 2012</p> <p>Mar 2011- May 2012</p> <p>Mar- May 2011</p> <p>Aug-Sept 2011</p>	<p>Outcome: By 5/31/12, Healthy Breakfast policy will be adopted by the District School Board</p> <p>By 5/31/13, an annual audit of school menus will reflect compliance with Healthy Breakfast standards</p> <p>Measures:</p> <ul style="list-style-type: none"> - Document policy and practice changes for Second Chance Breakfast - School breakfast tracking - Student tally (breakfast consumption) - Student survey (re: breakfast consumption)

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	<ul style="list-style-type: none"> - Apply for Fruit and Vegetable Program grants, as necessary - Work with teachers, school administrators and food services to facilitate implementation of Second Chance Breakfast - Inform teachers, parents, and students of Second Chance Breakfast in order to promote participation. - Work with food services to convene student advisory group to provide feedback on meals - Provide Harvest of the Month promotion - Adults (teachers, staff, food services) will promote the consumption of healthy breakfast while students are eating. 	<ul style="list-style-type: none"> School Admin. Food services, SWC Food services, SWC Food services SWC Food services SWC Teachers, food service staff 	<ul style="list-style-type: none"> Ongoing Mar 2011 – May 2012 Aug 2011- Dec 2013 Aug 2011 – Dec 2013 Ongoing Aug 2011- Dec 2013 	

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. Progress reports are due April 15 (2011, 12, 13), July 15 (2011, 12, 13), October 15 (2011, 12, 13), and January 15 (2012, 13, 14). A progress report form and instructions will be provided to the Contractor.

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 3: Schools will implement Healthy School Lunches that exceed existing federal requirements

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
<p>1. By 8/1/11, lunches at schools will meet each of the following nutrition requirements in accordance with the new school wellness policies:</p> <ul style="list-style-type: none"> • Offer a different vegetable each day of the week • Offer dark green or orange vegetables 3 or more days each week • Offer dry beans and/or peas 1 or more days each week • Offer a different fruit each day of the week (at least 2 days bring fresh fruit) • Offer at least a serving of whole grains 3 or more days each week • Offer only low-fat and fat-free milk each day (no sweetened milks) 	<ul style="list-style-type: none"> - Work with the district wellness committee and food service director to develop/identify a policy institutionalizing Healthy School Lunches. - Recommend adoption of Healthy School Lunches policy to the School Board. - Work with the district wellness committee, school administration, and food service director to develop a plan for implementing and evaluating Healthy School Lunches -Work with school food providers and the Network for a Healthy California to meet requirements - Train cafeteria staff on district policies, nutrition education and Harvest of the Month - Convene student council or advisory group at least twice a year to provide feedback on meals - Coordinate with food services and student council or advisory group to conduct monthly taste tests to educate students and identify healthy foods for menus 	<ul style="list-style-type: none"> SWC, Food Service Director, HEAL Staff District Wellness Committee SWC, School Admin, Food Service Director HEAL and Network Staff Network Staff SWC SWC 	<ul style="list-style-type: none"> Mar 2011- May 2012 Aug 2011- May 2012 Mar 2011 – May 2012 Mar-May 2011 Aug 2011 Sep 2011- Nov 2013 Sep 2011 – May 2013 	<p>Outcome: By 5/31/12, a Healthy School Lunches policy will be adopted by the District School Board</p> <p>By 5/31/13, an annual audit of school menus will reflect compliance with Healthy School Lunches policy</p> <p>Measures:</p> <ul style="list-style-type: none"> - Document policy and practice changes for Health School Lunches - School lunch menu review - Interviews with lunch staff - Training sign-in sheet - Student surveys (taste test, lunch menu)

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	<p>- Adults (teachers, staff, food services) will promote the consumption of healthy lunch while students are eating.</p> <p>-Assist with evaluation including providing feedback to district Wellness Committee</p>	<p>SWC, Food Service Director</p> <p>SWC, Food Service Staff, Teachers</p>	<p>Sep 2011 – Dec 2013</p> <p>Sep 2011 – Dec 2013</p>	

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. Progress reports are due April 15 (2011, 12, 13), July 15 (2011, 12, 13), October 15 (2011, 12, 13), and January 15 (2012, 13, 14). A progress report form and instructions will be provided to the Contractor.

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 4: Provide education and promote fruit and vegetable consumption through Harvest of the Month

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
1. By 9/1/11, schools will implement Harvest of the Month campaigns through food service.	- Work with the district wellness committee and food service director to develop/identify a policy institutionalizing Harvest of the Month (in the cafeteria, classroom education, and parent newsletters)	SWC, HEAL Staff	Mar 2011- May 2012	Outcome: By 5/31/12, a Harvest of the Month policy will be adopted by the District School Board
	- Recommend adoption of Harvest of the Month policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	By 5/31/13, an annual audit of school menus will reflect compliance with Healthy School Lunches policy
	- Work with the district wellness committee, school administration, and food service director to develop a plan for implementing and evaluating Harvest of the Month	SWC, HEAL Staff, Food Service Director	Mar 2011 – May 2012	Measures: - Document policy and practice changes for Harvest of the Month
	- Collaborate with the Network for a Health California to develop and implement Harvest of the Month (HOM).	Network staff, Food Service Director	Mar 2011- Dec 2013	- School lunch menu review - Interviews with lunch staff
	- Coordinate collaboration between school and community partners to incorporate Harvest of the Month into classroom nutrition education curriculum for 4-5 graders.	HEAL staff, SWC, Community Partners	Aug 2011	- Training sign-in sheet - Student surveys (taste test, lunch menu)
	- Work with school food providers to meet HOM requirements (highlight and serve fruit or vegetable on menu)	Network staff	Mar – May 2011, 2012, 2013	- Photos of lunch room posters
	- Train cafeteria staff and student council or advisory			

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	<p>group to promote HOM in lunch room</p> <ul style="list-style-type: none"> - Collaborate with student council or advisory group to assist with HOM promotion and monthly taste tests to educate students and identify healthy foods for menus. - Invite teachers to promote HOM while supervising in the cafeteria. - Coordinate collaboration between school and community partners to incorporate Harvest of the Month into classroom nutrition education curriculum for all grades 	<p>Network staff SWC</p> <p>SWC</p> <p>SWC Teachers</p> <p>HEAL staff, SWC, Community Partners</p>	<p>Sep 2011-Oct 2013</p> <p>Sep 2011 – May 2013</p> <p>Sep 2011 – May 2013</p> <p>Aug 2012</p>	

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. Progress reports are due April 15 (2011, 12, 13), July 15 (2011, 12, 13), October 15 (2011, 12, 13), and January 15 (2012, 13, 14). A progress report form and instructions will be provided to the Contractor.

HEAL Phase II Scope of Work

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 5: Install water stations in cafeterias

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
1. By 1/1/12, schools will make free, fresh drinking water available in school food service areas in accordance with SB1413.	- Work with the district wellness committee to develop/identify a policy requiring water stations in school cafeterias.	HEAL staff, SWC, Network	Mar 2011- May 2012	Outcome: By 5/31/12, a fresh drinking water policy will be adopted by the District School Board
	- Recommend adoption of water station policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	By 5/30/12, a survey of students will demonstrate that at least 50% of children will report a decrease in consumption of sugar sweetened beverages
	- Research options for providing fresh drinking water, if necessary	HEAL staff & Network	Mar – May 2011	By 5/30/12, a survey of students will demonstrate that at least 50% of children will report a decrease in consumption of sugar sweetened beverages
	- Purchase and install water source, if necessary	School Admin	June – Dec 2011	Measures: - Before/after photos - Student survey (sugar sweetened beverage consumption)
	- Provide encouragement to replace drinking sugar-loaded beverages with water through school newsletters and parent forums.	SWC & Network	Jan 2012-Dec 2013	By 5/30/12, a survey of students will demonstrate that at least 50% of children will report a decrease in consumption of sugar sweetened beverages

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HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 6: Institutionalize Structured Classroom Nutrition and Physical Activity Classroom Education

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures	
1. By 5/31/12, 4-5 grade students will receive 30 minutes of structured classroom-based nutrition and physical activity education curriculum (the curriculum) every other week.	- Work with the district wellness committee to develop/identify a policy institutionalizing “the curriculum.”	School Wellness Coordinator (SWC)	Mar 2011- May 2012	Outcome: By 5/31/12, classroom-based nutrition and physical activity education curriculum will be adopted by the District School Board	
	- Recommend adoption of “the curriculum” policy to the School Board.	District Wellness Committee	Aug 2011- May 2012		By 12/31/13, a survey of children will demonstrate that at least 60 percent of children will see an increase in fruit and vegetable consumption by at least 1 serving of each per day.
	- Work with the district wellness committee to develop a plan for implementing and evaluating “the curriculum” in all schools.	HEAL staff, evaluator, SWC	Mar 2011 – May 2012	By 5/30/12, at least 50% of students will report no soda consumption in the past 24 hours	
	- Coordinate collaboration between the Network for Healthy California, Sonoma County Bike Coalition, teachers, school administration, and other partners to identify best-practice curriculum (e.g., Rethink Your Drink, water stations, Safe Routes to School, Harvest of the Month) and develop program for 4-5 graders	SWC	Mar –May 2011		
	- Develop bi-weekly “curriculum” education calendar for 4-5 grade classrooms	SWC	Mar –May 2011		
	- Coordinate the bi-weekly curriculum education during the 2011-2012 school year.	SWC	Sept 2011- May 2012 \		
	- Coordinate school bike rodeos for 4 th graders where	SWC & SCBC	Aug 2011-		

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	students receive bike helmets, practice safe biking skills, and receive photo licenses.		May 2013	school
2. By 12/31/13, all students will receive 30 minutes of structured classroom- based nutrition and physical activity education curriculum every other week.	<ul style="list-style-type: none"> - Coordinate collaboration between the Network for Healthy California, Sonoma County Bike Coalition, teachers, school administration, and other partners to identify best-practice curriculum (e.g., Rethink Your Drink, Safe Routes to School, Harvest of the Month) and develop program for K-4 and 6 graders. - Coordinate the training of teachers to implement “the curriculum” themselves - Coordinate the plan to ensure 100% teacher participation. - Coordinate the distribution of the teacher survey. 	<ul style="list-style-type: none"> SWC HEAL & Network staff SWC SWC & SCBC SWC 	<ul style="list-style-type: none"> Jan-May 2012 Aug 2012, 13 Sept 2011- Apr 2012 April 2011 April 2012 	Same as Strategy 6, Obj. 1

REPORTING DELIVERABLE: Contractor is responsible for completing and submitting quarterly progress reports, as required by the County, concerning all activities, results and evaluation measures included in the above Scope of Work. Progress reports are due April 15 (2011, 12, 13), July 15 (2011, 12, 13), October 15 (2011, 12, 13), and January 15 (2012, 13, 14). A progress report form and instructions will be provided to the Contractor.

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 7: Institutionalize Increase Opportunities for Physical Activity in the Classroom

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
1. By 12/31/13, all elementary students will receive 50 minutes of structured classroom physical activity per week . (“instant recess”)	- Work with the district wellness committee to develop/identify a policy institutionalizing “instant recess.”	School Wellness Coordinator (SWC)	Mar 2011- May 2012	Outcome: By 12/31/11, a survey of teachers will demonstrate that at least 50% of teachers are leading 50 minutes of classroom physical activity a week.
	- Recommend adoption of “instant recess” policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	
	- Work with the district wellness committee to develop a plan for implementing and evaluating “instant recess” in all schools.	HEAL staff, evaluator, SWC	Mar 2011 – May 2012	By 5/30/12, a survey of teachers will demonstrate that at least 60% of teachers are leading 50 minutes of classroom physical activity a week.
	- Collaborate with Network for Healthy California, teachers and other community partners to identify classroom physical activity programs (e.g., CATCH, videos) and obtain teacher input on implementation plan top help ensure teacher participation.	HEAL staff, SWC, Network staff, Teachers	May – May 2012	By 12/31/13, a survey of teachers will demonstrate that 90% of teachers are leading at least 50 minutes of classroom physical activity a week.
	- Coordinate the training of teachers to implement “instant recess”	SWC	Aug 2011	
	- Coordinate the plan to ensure 100% teacher participation.	SWC	Sept –Apr 2011-2012	Measures: Teacher survey with questions regarding classroom physical activity and outdoor PE
	- Coordinate the distribution of the teacher survey.	SWC	April 2011 April 2012	

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Strategy 8: Increase opportunities for physical activity during recess

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
1. By 12/31/13, students will be trained on recess games and conflict resolution (“active recess”) at the beginning of each school year.	- Work with the district wellness committee to develop/identify a policy institutionalizing “active recess”	SWC, HEAL Staff	Mar 2011- May 2012	Outcomes: By 5/31/12, an Active Recess policy will be adopted by the District School Board
	- Recommend adoption of an “active recess” policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	By 5/31/12, surveys of students, playground supervisors and teachers, will show 50 percent increase in the number of students participating in recess games.
	- Work with the district wellness committee, school administration, and community partners to identify options, develop a plan, and evaluate “active recess”	SWC, HEAL Staff, the Network, evaluators	Mar 2011 – May 2012	By 5/31/13, surveys of students, playground supervisors and teachers, will show 70 percent increase in the number of students participating in new games at recess in the last day..
	- Collaborate with Network for Healthy California partners to Identify “active recess” program(s) and develop training plan	SWC, HEAL staff	Mar-May 2011	Measures: -Documentation of training implementation - Observation of active recess minutes (using SOFIT observation tool)
	- Obtain necessary equipment and possible infrastructure changes	School Admin, HEAL staff, SWC	May-July 2011	
	- Train playground supervisors, student interns/volunteers, and students on how to play games and conflict resolution	Network staff	Sep-Oct 2011 & 2012	
	- Interns/volunteers provide lunch recess game supervision 1-2 times per month - Conduct evaluation measures, which include observing	Network staff	Sep 2011 – Apr 2013	

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	active recess minutes	HEAL staff, evaluators	Sep – Oct 2011, 13	

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 9: Institutionalize Safe Routes to/from School (SRTS)

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
<p>1. By 12/31/13, institutionalize and expand participation in SRTS programs at participating schools to promote walking and biking to/from school.</p>	<ul style="list-style-type: none"> - Work with the district wellness committee to develop/identify a policy institutionalizing a SRTS program. - Recommend adoption of the SRTS program policy to the School Board. - Work with the district wellness committee and school administration to develop a plan for implementing and evaluating (i.e. student tallies in fall and spring) the SRTS program. - Convene and facilitate SRTS Team Meeting (comprised of parents and students) to accomplish the following: <ul style="list-style-type: none"> • Encourage students and parents to walk and bike to/from school (e.g., Walking Wednesday’s, incentives, bike rodeos, SRTS map, walking school bus, bike train) • Identify infrastructure and enforcement issues • Work with City and/or County to address infrastructure and enforcement issues - Assist with the development of SRTS maps to encourage student and parent participation in walking school busses - Coordinate biannual student SRTS tallies with teachers in the fall and spring 	<ul style="list-style-type: none"> SWC, HEAL Staff District Wellness Committee SWC, HEAL Staff, the Network, evaluators SWC, Sonoma County Bike Coalition (SCBC) SWC, SCBC SWC, Teachers 	<ul style="list-style-type: none"> Mar 2011- May 2012 Aug 2011- May 2012 Mar 2011 – May 2012 Sept 2011- Dec 2013 Mar-Aug 2011 May & Sept 2011, 2012, 2013 	<p>Outcome: By 5/31/12, a SRTS policy will be adopted by the District School Board</p> <p>By 12/31/13, a tally of students will demonstrate at least a 15% increase in walking, biking or other transportation biking to school over fall 2009 baseline tallies</p> <p>Measures:</p> <ul style="list-style-type: none"> - Infrastructure before/after photos - Student tallies (transportation mode to/from school) - Interviews with SRTS leader to assess sustainability

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 10: Develop a parent education program

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
1. By 8/1/11, schools will institutionalize a parent education program to promote school policies (<i>i.e. healthy fundraiser, healthy snacks, parent groups</i>)	- Work with the district wellness committee to develop/identify a policy institutionalizing: <ul style="list-style-type: none"> • “wellness” component of back to school night • School wellness complement of school newsletter • Semiannual student health cards • Parent groups (i.e., SRTS Team) • Parent forums 	SWC, HEAL Staff	Mar 2011- May 2012	Outcome: By 5/31/12, a parent education program policy will be adopted by the District School Board Measures: - Parent survey (pre and post) - Written policy - Back to School Night outline and materials - School newsletter outline and materials
	- Recommend adoption of parent education program policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	
	- Work with the district wellness committee and school administration to develop a plan for implementing and evaluating the parent education program	SWC, HEAL Staff, the Network, evaluators	Mar 2011 – May 2012	
	- Develop and outline and materials for a “wellness” component of back to school night. Materials should include, at minimum, a summary of all policies, provide options for healthy classroom parties/snacks, invitation to participate in parent groups, and a schedule of parent forums.	HEAL staff, School Admin & SWC	Mar-May 2011	
	- Work with community partners to outline, schedule and develop materials for the school newsletter that reflect “the curriculum” in order to reinforce healthy behavior at home.	SWC, SCBC, Network staff, etc.	Mar-May 2011	
		SWC, HEAL	Aug 2011,	

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	<ul style="list-style-type: none"> - Coordinate student BMI screening of all students and student health report card - Implement annual “wellness” component of back to school night. - Coordinate the distribution of student health report card during parent/teacher conferences, mailing those remaining. - Coordinate the distribution of baseline parent evaluation surveys - Coordinate the distribution of follow-up parent evaluation surveys 	<ul style="list-style-type: none"> Staff, Physician Advocates School Admin & SWC SWC, Teachers SWC SWC 	<ul style="list-style-type: none"> 2012, 2013 Sept 2011, 2012, & 2013 Sept 2011, 2012, & 2013 Sept 2011 & 2012 April 2011 & 2012 	
<p>2. By 6/30/12, at least three annual forums on nutrition/healthy cooking will be offered for parents of Roseland, Sheppard, and Kawana Springs elementary schools each year. (e.g. <i>Rethink Your Drink, Harvest of the Month, Eating Right when Money’s Tight</i>)</p>	<ul style="list-style-type: none"> - Coordinate collaboration between community partners and the school to identify parent forum topics, linking forums to classroom education topics (i.e., Harvest of the Month, Rethink Your Drink) in order to reinforce healthy behavior at home. - Coordinate the scheduling of the annual parent forums on nutrition/healthy cooking (i.e., select dates, reserve location, coordinate translation and childcare, informing parents) 	<ul style="list-style-type: none"> HEAL staff, SWC, and community partners SWC 	<ul style="list-style-type: none"> Mar-May 2011 April-May 2011 & 2012 	<p>Outcome: By 6/30/12, a survey of elementary school parents will demonstrate that at least 50% of adults will report increasing fruit and vegetable intake by at least 1 serving of each per day.</p> <p>By 6/30/12, a survey of parents will demonstrate that at least 50% will report no soda consumption in the past 24 hours three</p>

HEAL Goals: 1) Increase fruits and vegetables consumption. 2) Decrease calorie consumption. 3) Increase physical activity in community settings. 4) Increase physical activity in institutional settings.

Strategy 11: Develop and implement worksite wellness policies at schools.

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
By 9/1/11, based on school environmental assessment and employee health risk assessment, worksite wellness policies for the school district will be developed (<i>e.g., healthy meetings, healthy vending, walking program</i>)	- Conduct baseline worksite wellness environmental assessment	HEAL staff	Aug 2011	Outcome: By 5/31/12, worksite wellness policies will be adopted by the District School Board By 5/31/13, schools will double the environmental assessment scores Measures: - Workplace Environmental Assessments - Health Risk Assessment - Worksite wellness policy
	- Partner with St. Joseph Health System’s Workforce Health Initiative to: <ul style="list-style-type: none"> • Provide health risk assessments to inform employees of their personal health risks and detail how they can achieve better health through specific lifestyle changes • Provide each school or school district with a “health snapshot” of the workforce 	SWC, HEAL staff, St. Joseph	Aug 2011	
	- Work with the district wellness committee to develop/identify a policy institutionalizing worksite wellness	SWC, HEAL Staff	Mar 2011- May 2012\	
	- Identify sample worksite wellness policies & present to district wellness committee	HEAL Staff	Mar 2011- May 2012	
	- Recommend adoption of a worksite wellness policy to the School Board.	District Wellness Committee	Aug 2011- May 2012	
	- Work with the district wellness committee and school administration to develop a plan for implementing and evaluating worksite wellness	SWC, HEAL Staff, the Network, evaluators	Mar 2011 – May 2012	
	- Conduct follow-up worksite wellness environmental	HEAL staff	April 2012 &	

Objective(s)	Activities & Deliverables	Person Responsible	Timeline	Results & Evaluation Measures
	assessment		2013	
<p>By 9/1/11, all schools will implement worksite wellness programs that may include, but are not limited to, nutrition education, healthy meetings, and a physical activity program.</p>	<ul style="list-style-type: none"> - Assist district wellness committee in identifying sample worksite wellness programs - Assist district wellness committees in communicating worksite wellness AND school policies to teachers and staff - Partner with local worksite wellness experts like the St. Joseph Health System’s Workforce Health Initiative, Kaiser, Northern California Center for Well-Being, or other partner to provide technical assistance to develop and implement worksite wellness program components, as needed. - Coordinate the distribution of a retrospective teacher and staff survey. 	<p>HEAL staff</p> <p>SWC, HEAL staff</p> <p>SWC, HEAL Staff</p> <p>HEAL staff & SWC</p>	<p>Aug 2011- May 2012</p> <p>Aug 2011- Dec 2013</p> <p>Aug 2011- Dec 2013</p> <p>April 2012 and 2013</p>	<p>Outcome: By 6/30/12, a survey of teachers and school administration will demonstrate that at least 50% of adults will report increasing fruit and vegetable intake by at least 1 serving of each per day from baseline.</p> <p>By 6/30/12, a survey of teachers and school administration will demonstrate that at least 25% of adults will report moderate to heavy physical activity at least two hours a week.</p> <p>Measures: - Retrospective teacher and staff survey</p>

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Objective Outcome: Schools will develop sustainable programs that train and equip recess coaches to implement more active play with students on the playground.

Strategies	Activities	Person Responsible	Timeline	Deliverables & Outcomes
1. Implement Active Recess, at Roseland Elementary, Roseland Creek Elementary, and Sheppard Elementary, where students engage in physical activity during a majority of recess time through age appropriate games and other organized activities.	1. Assign or hire an Active Recess Coordinator to set up sustainable Active Recess program that will continue when the grant ends. 2. Attends monthly Active Recess Coordinator Meeting to plan for implementation. 3. Identify Active Recess Coaches who will receive training on how to teach students Active Recess. 4. Coordinate Active Recess Coach training. Department of Health Services (DHS) staff will work with community partners to provide Active Recess Coach Training. 5. Schedule and coordinate Active Recess Evaluator visits to conduct baseline assessment of recess. 6. Teach students Active Recess. Schools will determine best approach to training students, engaging DHS staff or community partners for technical assistance, as needed. For example: whole school assembly, individual classroom trainings, grade level assembly, training kids on the playground, etc. 7. If applicable, identify and train new Active Recess Coaches who will receive training on how to teach students Active Recess. 8. Coordinator attends monthly Active Recess	1. Superintendent 2. Active Recess Coordinator 3. Active Recess Coordinator 4. Active Recess Coordinator 5. Active Recess Coordinator 6. Active Recess Coach(es) 7. Active Recess Coordinator 8. Active Recess	1. February 2013 2. February-May 2013 3. March 2013 4. March 2013 5. March 2013 6. April 2013 – September 2014 7. August-September 2013 8. February –May	Log of number of playground supervisors/active recess coaches recruited Training logs & sign-in sheets Support and technical assistance meeting notes and log Completed evaluation components (e.g., pre/post surveys, etc.)

Strategies	Activities	Person Responsible	Timeline	Deliverables & Outcomes
	Coordinator Meeting to plan for institutionalizing Active Recess at their school. 9. Schedule and coordinate Active Recess Evaluator visits to school to conduct final assessment of recess. 10. Coordinator will provide feedback on Countywide Active Recess Expansion Plan.	Coordinator 9. Active Recess Coordinator 10. Active Recess Coordinator	2014 9. May 2014 10. August – September 2014	

Budget

Budget	Hourly Rate	2011	2012	Hrs	2013	Total
PERSONNEL						
School Wellness Coordinator (.25 FTE)		\$8,561.82	\$14,124.87		\$30,686.31	\$53,373
Personnel Subtotal		\$8,561.82				\$53,373
Fringe Benefits	0.00%	\$0.00	\$14,124.87		\$30,686.31	\$0
PERSONNEL TOTAL		\$8,561.82				\$53,373
NON-PERSONNEL/OPERATING EXPENSES						
Travel			\$0.00	\$276.82	\$0.00	\$330
Office Supplies					\$53.18	\$300
Stipends - Teachers (Classroom Energizer Training)						\$1,820
Stipends - Teachers (Nutrition Education Training)			\$40.75		\$259.25	\$420
Stipends - Food Service Staff			\$1,100.00		\$720.00	\$0
Stipends - Champion Teachers		\$6,000.00	\$420.00			\$12,000
Equipment - Playground Equipment		\$3,198.94	\$6,000.00			\$4,131
Incentives		\$100.00				\$300
Fingerprinting			\$752.06		\$180.00	\$1,098
TOTAL NON-PERSONNEL		\$9,298.94	\$1,098.00		\$200.00	\$20,399
OTHER COSTS						
		\$0.00	\$9,687.63	\$0.00	\$1,412.43	\$0
TOTAL OTHER COSTS		\$0.00				\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)		\$17,860.76	\$23,812.50		\$32,098.74	\$73,772
Indirect Costs	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0
TOTAL		\$17,860.76	\$23,812.50		\$32,098.74	\$73,772

Budget Not To Exceed \$73,772

In-Kind Budget

Budget	Hourly Rate	Hrs	2011	Hrs	2012	Hrs	2013	Total
PERSONNEL								
Staff including principals, Family Coordinator, Wellness Committee members, and assistant principal			\$148,000		\$148,000		\$148,000	\$444,000
Personnel Subtotal			\$148,000				\$148,000	\$444,000
Fringe Benefits	0.00%		\$0				\$0	\$0
PERSONNEL TOTAL			\$148,000		\$148,000		\$148,000	\$444,000
NON-PERSONNEL/OPERATING EXPENSES								
Travel				\$148,000				\$0
Office Supplies				\$0				\$0
Stipends - Teachers (Classroom Energizer Training)								\$0
Stipends - Teachers (Nutrition Education Training)								\$0
Stipends - Food Service Staff								\$0
Stipends - Champion Teachers								\$0
Equipment - Playground Equipment								\$0
Incentives								\$0
Fingerprinting								\$0
TOTAL NON-PERSONNEL			\$0				\$0	\$0
OTHER COSTS								
			\$0		\$0		\$0	\$0
TOTAL OTHER COSTS			\$0				\$0	\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$148,000	\$0	\$148,000		\$148,000	\$444,000
Indirect Costs	0.0%		\$0		\$0		\$0	\$0
TOTAL			\$148,000	\$0	\$148,000		\$148,000	\$444,000

Budget Justification

PERSONNEL
<p>School Wellness Coordinator 0.25 FTE for 10 months each year (August-May) Responsible for coordinating implementation of the HEAL scope of work, including food services efforts related to healthier school meals, convening school/district wellness committee, reporting on deliverables outcomes.</p>
NON-PERSONNEL / OPERATING EXPENSES
<p>Travel Mileage for HEAL related meetings, reimbursed at the federal reimbursement rate (2011-12=0.555 cents/mile; 2013 = 0.565 cents/mile)</p>
<p>Office Supplies - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities.</p>
<p>Stipends – Teachers (Classroom Energizer Training) To cover the cost of teacher’s time to participate in 60-minute classroom energizer training to promote 10-minutes of physical activity in the classroom per day.</p> <ul style="list-style-type: none"> • 2011: \$0 • 2012: 55 teachers x 30-minutes x \$40/hour = \$1,100 • 2013: 18 teachers x 60-minutes x \$40/hour = \$720
<p>Stipends – Teachers (Nutrition Education Training) To cover the cost of teacher’s time to participate in 90-minute nutrition education training to lead two 20-30 minute nutrition education sessions each month (September –May), inclusive of a monthly Harvest of the Month education and tasting session.</p> <ul style="list-style-type: none"> • 2011: \$0 • 2012: 21 teachers x 30-minutes x \$40/hour = \$420 • 2013: \$0
<p>Stipends – Food Service Staff To cover the cost of food services staff participating in trainings related to nutrition education efforts at the school and in the cafeteria settings, such as healthier school meals, Harvest of the Month, promoting water during lunch, in-cafeteria promotions.</p> <ul style="list-style-type: none"> • 2011: \$0 • 2012: \$0 • 2013: \$0
<p>Stipends – Teachers (Champion Teachers) For one teacher at Roseland Elementary and one at Sheppard Elementary to conduct teacher champion activities that help gain buy-in from teachers in order to support, improve and sustain HEAL program efforts. School Wellness Coordinator funds were reallocated to this line item.</p> <ul style="list-style-type: none"> • 2011: 2 teachers x \$3,000 per school year • 2012: 2 teachers x \$3,000 per school year • 2013: \$0
Equipment

For playground equipment and/or playground game stencils.

Incentives

Used to encourage parents to participate in parent forums provided by community partners, which focus on nutrition education and promotion of physical activity.

Fingerprinting

nutrition education and active recess interns Balance remaining from the 2011 "Fingerprinting Cost" line item was also rolled to the 2012 budget as per contract provision.

- 2011: \$0
- 2012: 24 interns x \$45.75 fingerprinting fee per intern
- 2013: \$0

Budget

	Hourly Rate	Hrs	FFY 2013	Hrs	FFY 2014	Total Budget
PERSONNEL			Mar - Sept 2013		Oct 2013- Sept 2014	
Champion Teacher (TBD)	\$45	40	\$1,800	40	\$1,800	\$3,600
Active Recess Coaches (TBD)	\$12	350	\$4,200	350	\$4,200	\$8,400
Personnel Subtotal			\$6,000		\$6,000	\$12,000
Fringe Benefits @	15 %		\$900		\$900	\$1,800
TOTAL PERSONNEL			\$6,900		\$6,900	\$13,800
NON-PERSONNEL / OPERATING EXPENSES						
Travel						
Office Supplies			\$60		\$60	\$120
Printing/Duplication						
Teacher/Staff Stipends						
Educational Materials						
Equipment						
Postage						
TOTAL NON-PERSONNEL			\$60		\$60	\$120
OTHER COSTS						
TOTAL OTHER COSTS			\$0		\$0	\$0
TOTAL DIRECT COSTS (Personnel + Non-Personnel + Other Costs)			\$6,960		\$6,960	\$13,920
Indirect Costs @	0%					
TOTAL BUDGET			\$6,960		\$6,960	\$13,920

Budget Not To Exceed \$13,920

Budget Justification

Budget Justification:
<i>PERSONNEL</i>
<p>Active Recess Coordinator – Coordinates planning, implementation, training and evaluation of a sustainable Active Recess program that will continue beyond the life of the grant.</p> <p>Active Recess Coaches – Encourages students to engage in physical activity during a majority of recess time through age appropriate games and other organized activities.</p>
<i>NON-PERSONNEL / OPERATING EXPENSES</i>
Travel
Office Supplies - Supplies (such as pens, pencils, postage, notepads, paper, binders, flip charts, etc) for Active Recess project activities.
Printing/Duplication
Teachers/Staff Stipends
Equipment
Educational Materials
Postage
<i>OTHER COSTS</i>

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Better World Advertising (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified professional services consulting firm experienced in the preparation of marketing and advertising and related services; and

WHEREAS, in the judgment of the Sonoma County Department of Health Services, it is necessary and desirable to employ the services of Contractor for educational campaigns on tobacco prevention and sugary drinks.

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

A G R E E M E N T

I. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A – Scope of Work" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

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

1.4 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Contractor shall employ the following key personnel: David Contois.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Contractor shall not exceed \$ 376,000 (three hundred seventy-six thousand dollars) without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.1 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. Term of Agreement. The term of this Agreement shall be from effective date to September 30, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in

consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

4.6 Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.15, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

4.7 Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing

Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable

under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

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

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned

to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

9.13 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.15 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.15 shall survive termination of this Agreement.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been

received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Peter Rumble, Division Director
 Healthy Policy, Planning and Evaluation Division
 Sonoma County Department of Health Services
 490 Mendocino Ave, Suite 205
 Santa Rosa, CA 95401
 (707) 565-6611
 Peter.Rumble@sonoma-county.org

TO: CONTRACTOR: David Contois
 Better World Advertising
 333 Kearny St
 San Francisco CA 94108
 (415) 979-9775
 davidc@socialmarketing.com

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

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

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

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

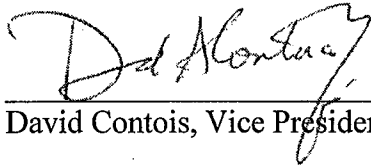
13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement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

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

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

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

CONTRACTOR:



Date 3/1/2013

David Contois, Vice President, Better Word Advertising

COUNTY OF SONOMA:

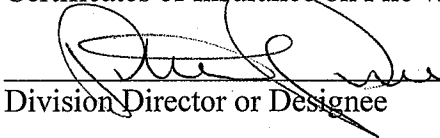
Date _____

Rita Scardaci, MPH, Director
Department of Health Services

Date _____

Sonoma County Purchasing Agent (If Applicable)

Certificates of Insurance on File with and Approved as to Substance:



Date 3/1/13

Division Director or Designee

Approved as to Form:

Date _____

County Counsel (If Applicable)

**Scope of Work and Budget Sugary Drinks
Better World Advertising
FY 2013/2014**

Activity	Hours @ \$89/ Hour	Other Direct Costs	Total Dollars
Sugary Drinks Media Campaign			
<i>1. Formative Research and Focus Groups</i>			
Research, identify and select an education campaign from previous CPPW and CTG awardees	10		
Convene up to 5 community groups in English and Spanish to better understand behaviors associated with sugary-sweetened beverage consumption	70		
Screening and recruitment	32		
Facilities, incentives, refreshments		\$6,500	
Total	112	\$6,500	\$ 16,468
<i>2. Creative and Digital Development</i>			
Produce creative brief including target audiences, key messages, tone and creative considerations	20		
Produce draft campaign including content to be implemented via traditional/social media	56		
Design creative for social media channels	30		
Creative production for all media channels with camera-ready art	72		
Hold planning meetings with advisory groups	15		
Campaign launch of educational media campaign	35		
Revise creative between media runs	15		
Total	243		\$ 21,627
<i>3. Media Strategy and Buying</i>			
Secure media outlets for campaign with county wide coverage in English and Spanish based on the most effective channels, frequency and reach to meet campaign objectives	73		
Prepare monthly status reports	28		
Total	101		\$ 8,989
<i>4. Evaluation</i>			
Assess impact of media campaign. Includes tracking saturation and reach, target market interviews and intercept surveys.	167.59		
Total	167.59		\$ 14,916
<i>5. Media Buys</i>			
		\$88,000	\$ 88,000
TOTAL CONTRACT			\$150,000

**Sugary Drinks Timeline
Better World Advertising
FY 2013/2014**

Activities April, 2013-September, 2014	Due Date	Deliverable
Kick off meeting	By 4/19/13	In person meeting to define objectives
Research, identify and review previous CPPW/CTG educations campaigns	By 5/3/13	Final creative chosen for testing
Screen and recruit focus groups	By 5/15/13	
Facilitate focus groups	By 5/31/13	5 Focus groups held in English and Spanish
Analyze focus group data and provide creative recommendation	By 6/14/13	Final creative recommendations
Select final creative	By 6/30/13	Final creative chosen
Produce draft campaign including content to be implemented via traditional/social media	By 7/31/13	
Design creative for social media channels	By 7/31/13	Social media channels ready for review
Plan media for campaign with county wide coverage in English and Spanish based on the most effective channels, frequency and reach to meet campaign objectives	By 8/30/13	Written media plan
Creative production for all media channels with camera-ready art	By 9/16/13	Camera ready art for media vendors
Buy media	By 9/16/13	Completed media contracts
Launch first wave of media campaign	10/1/13	Campaign launch
Prepare monthly status reports	monthly	Written status reports
Conduct evaluation, to include tracking saturation and reach, target market interviews and intercept surveys.	10/1/13-2/28/14	Evaluation report for first campaign wave
Assess impact of media campaign and refine creative and media strategy	By 3/28/14	
Launch second wave of media campaign	4/1/14	Media launch
Prepare monthly status reports	monthly	Written status reports
Conduct evaluation, to include tracking saturation and reach, target market interviews and intercept surveys.	4/1/14-7/31/14	Monthly reports
Assess impact of media campaign	By 9/30/14	Final evaluation report

**Scope of Work and Budget Tobacco Addiction
Better World Advertising
FY 2013/2014**

Activity	Hours @ \$89/ Hour	Other Direct Costs	Total Dollars
Tobacco Media Campaign			
<i>1. Formative Research</i>			
Research, effective campaigns for target audiences	5		
Conduct literature review targeting youth and low-income populations	5		
Meet with existing youth and adult groups in the planning process, addressing nicotine addiction and the impact of youth uptake of tobacco	24		
Total	34	\$0	\$ 3,026
<i>2. Creative and Digital Development</i>			
Produce creative brief including target audiences, key messages, tone and creative considerations	20		
Produce original creative including content to be implemented via traditional/social media	136		
Hire photographer, conduct photo shoot, recruit models	20		
Design creative for social media channels	38		
Creative production for all media channels with camera-ready art	94		
Hold planning meetings with advisory groups	15		
Campaign launch of educational media campaign	35		
Revise creative between media runs	14		
Photography		\$5,000	
Total	372	\$5,000	\$ 38,108
<i>3. Focus Groups</i>			
Screening and recruitment	20		
Conduct three focus groups (2 English, 1 Spanish) to test original concepts	39		
Facilities, incentives, refreshments		\$4,700	
Total	59	\$4,700	\$ 9,951
<i>4. Media Strategy and Buying</i>			
Secure media outlets for campaign with county wide coverage in English and Spanish based on the most effective channels, frequency and reach to meet campaign objectives	62		
Prepare monthly status reports	28		
Total	90		\$ 8,010
<i>5. Evaluation</i>			
Assess impact of media campaign. Includes tracking saturation and reach, target market interviews and intercept surveys.	167.47		
Total	167.47		\$ 14,905
<i>6. Media Buys</i>		\$152,000	\$152,000
Total			
TOTAL CONTRACT			\$226,000

**Tobacco Timeline
Better World Advertising
FY 2013/2014**

Activities April, 2013-September, 2014	Due Date	Deliverable
Kick off meeting	By 4/19/13	In person meeting to define objectives
Research, identify and review previous CPPW/CTG educations campaigns	By 5/3/13	
Conduct literature review	By 5/17/13	
Issue creative brief	By 5/31/13	Creative brief
Creative Development	6/1/13-6/21/13	Present creative concepts
Screen and recruit focus groups	By 6/21/13	3 Focus groups held in English and Spanish
Facilitate focus groups	By 7/5/13	
Analyze focus group data and provide creative recommendation	By 7/19/13	Final creative recommendations
Select final creative	By 7/26/13	Final creative chosen
Produce draft campaign including content to be implemented via traditional/social media	By 8/30/13	
Design creative for social media channels	By 8/30/13	Social media channels ready for review
Plan media for campaign with county wide coverage in English and Spanish based on the most effective channels, frequency and reach to meet campaign	By 8/30/13	Written media plan
Creative production for all media channels with camera-ready art	By 9/16/13	Camera ready art for media vendors
Buy media	By 9/16/13	Completed media contracts
Launch first wave of media campaign	10/1/13	Campaign launch
Prepare monthly status reports	monthly	Writtten status reports
Conduct evaluation, to include tracking saturation and reach, target market interviews and intercept surveys.	10/1/13-2/28/14	Evaluation report for first campaign wave
Assess impact of media campaign and refine creative and media strategy	By 3/28/14	
Launch second wave of media campaign	4/1/14	Media launch
Prepare monthly status reports	monthly	Writtten status reports
Conduct evaluation, to include tracking saturation and reach, target market interviews and intercept surveys.	4/1/14-7/31/14	Monthly reports
Assess impact of media campaign	By 9/30/14	Final evaluation report

County of Sonoma Contract Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

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

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

- g.** The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:**
 - i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii.** Certificate of Insurance.

3. Automobile Liability Insurance

- a.** Minimum Limits: \$1,000,000 combined single limit per accident.
- b.** Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance:** Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

- a.** The Certificate of Insurance must include the following reference: County of Sonoma
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is:

County Of Sonoma (DHS)
Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa, CA 95404

- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

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



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Use Agreement with EMSystems, LLC

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with EMSystems, LLC for an electronic patient care record database system available to all emergency services providers in the county for the period October 1, 2012 through September 30, 2014 in an amount not to exceed \$42,908.

Executive Summary:

EMSystems, LLC is a provider of a managed resource management, mass communication, and patient care record database system that enhances emergency preparedness and response to medical emergencies, mass casualty events, and public health incidents. This system also provides a data collection and aggregation database for use by all emergency services providers. This system aids communication between all regional entities for Mendocino and Sonoma Counties including hospitals, community and private clinics, fire departments, and ambulance agencies. A primary purpose of this system is to notify other entities of ability to handle patients, trauma, or if facility is damaged in the emergency and help is needed to keep patients safe. Additionally, data is used for daily and emergency availability and capacity of hospital emergency services, clinic availability and capacity during disasters, as well availability of medications and treatment services.

The first contract with EMSystems, LLC for access to the patient care reporting and data collection database was for the period October 1, 2011 through September 30, 2012 for the amount of \$21,454. A one year contract was negotiated for ease of payment from the Homeland Security Grant. Prior to contracting with EMSystems, LLC, the Department of Health Services (DHS) worked with Sonoma County Information Systems Department (ISD) to assess the feasibility of building an in-house system. In evaluating the options, ISD determined the system provided by EMSystems, LLC to be a more efficient solution.

Going forward, the Department is seeking a two year contract for the electronic patient care record database system for the period October 1, 2012 through September 30, 2014 to be paid in one payment through the Fire and Emergency Services Department and the Homeland Security grant. Each year is

\$21,454 for a total contract amount of \$42,908.

Prior Board Actions:

None.

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

This resource management, mass communication, patient tracking and credentialing system enhances emergency preparedness and response to medical emergencies, mass casualty events, and public health incidents.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 42,908	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 42,908
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 42,908	Total Sources	\$ 42,908

Narrative Explanation of Fiscal Impacts (If Required):

Funding is provided by a Homeland Security grant through the Fire and Emergency Services Department.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts.

Attachments:

Contract with EMSsystems, LLC

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

None

EMSYSTEMS ® USE AGREEMENT

THIS AGREEMENT is entered into and effective as of OCTOBER 1, 2012 (the "Effective Date"), between County of Sonoma at 625 5th Street, Santa Rosa, CA 95404, ("Client"), and EMSYSTEMS LLC, a Delaware Limited Liability Company located at 135 South 84th Street, Suite 150, Milwaukee, Wisconsin 53214 ("EMSLLC" and, together with Client, each a "Party" and collectively the "Parties"), as a continuation of business relationship dated December 1, 2005, originally by and between Vital Data Technology, LLC and Coastal Valley EMSA.

RECITALS

- A. EMSLLC is a provider of managed resource management, mass communication, patient tracking, and credentialing solutions that enhance emergency preparedness and response to medical emergencies, mass casualty events and public health incidents.
- B. EMSLLC desires to provide to Client and its Authorized Users, and Client desires, on behalf of itself and its Authorized Users, to obtain from EMSLLC, remote access to certain EMSLLC provided solutions and services, in accordance with the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the Recitals and agreements that follow, the Parties agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings set forth in Schedule 1.
2. System Access and Services.
 - (a) System Access. Subject to the terms and conditions of this Agreement and Client's timely payment of all Fees due hereunder, EMSLLC hereby grants to Client a limited, non-exclusive, non-transferable right to Use the System, without any right to sublicense, and to permit Authorized Users to Use the System, during the Term.
 - (b) User Equipment. Client shall obtain, operate, support and maintain all User Equipment, at its sole expense.
 - (c) Services. EMSLLC will provide Client with access to and use of the System, and will perform any Implementation Services and Training Services as may be set forth on Schedule 2. [EMSLLC will also make technical support services available to Client in accordance with EMSLLC's standard support services policy as same may be updated by EMSLLC from

time to time.] EMSLLC shall perform such other services and provide such other modules as the Parties may mutually agree in writing by executing a revised or amended Schedule 2 specifying the services, modules and all applicable Fees.

(d) Authorized Users. Client may permit Authorized Users to Use the System only to the extent necessary to [coordinate emergency services and health information in the Territory]. Client shall at all times be responsible for the Authorized Users' compliance with this Agreement, and any breach by an Authorized User of any provision of this Agreement shall be deemed to be a breach by Client. Without limiting any other right or remedy available to EMSLLC, EMSLLC shall have the right at any time, with or without prior notice, to suspend or terminate access to the System by any Authorized User that violates any provision of this Agreement.

(e) Internet Access. Client shall be responsible for providing its own Internet access necessary to access and Use the System, and in no event shall Client be provided with direct access (by modem or otherwise) to the System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, EMSLLC makes no guarantee that any given user will be able to access the System at any given time. There are no assurances that access will be available at all times and uninterrupted, and EMSLLC shall not be liable to Client for its inability to access the System

3. Fees; Payments.

(a) Fees. As consideration for Use of the System and the services provided by EMSLLC under this Agreement, Client shall pay to EMSLLC the Fees. EMSLLC shall provide an invoice to Client for all Fees incurred by Client as set forth on Schedule 2.

Client shall pay each invoice within 30 days of the date of such invoice.

(b) Adjustment. [After the Initial Term,] EMSLLC may increase the amount of any Fees upon no less than 90 days' prior written notice to Client.

(c) Expenses. Client will pay or reimburse EMSLLC for reasonable out-of-pocket costs and expenses (including, without limitation, travel and lodging expenses) incurred by EMSLLC and approved in advance by Client.

(d) Taxes. Client shall pay all federal, state, local or other taxes or assessments (exclusive of any taxes based on the net income of EMSLLC) levied or assessed in connection with the transactions contemplated by this Agreement.

(e) Overdue Payments. If Client fails to pay to EMSLLC any Fees as and when such Fees are due:
(i) Client will pay interest on any such Fees at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable Law from the date such Fees are due; (ii) EMSLLC may suspend all Use of the System and the performance of any other services which EMSLLC is then performing for Client; and (iii) EMSLLC may terminate this Agreement as set forth in section 8. Client shall also reimburse EMSLLC for all costs and expenses incurred by EMSLLC, including, without limitation, reasonable attorney's fees, in collecting any amounts due EMSLLC.

4. Client Responsibilities.

(a) Generally. During the Term, Client shall:

(i) obtain and maintain its User Equipment;

(ii) require its Authorized Users to use a password to access the System that is at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number;

(iii) ensure the security and proper use of all user login names and passwords, including by changing passwords on a regular basis;

(iv) designate a single Contact Person to work with EMSLLC to implement and maintain its Use of the System;

(v) ensure that no virus is introduced into the System and that no disruption to the System occurs due to any action or failure to act on the part of Client or any Authorized User;

(vi) providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software the User Equipment; and

(vii) comply with, and ensure that all Authorized Users comply with, the terms and conditions of this Agreement.

(b) Notification. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify EMSLLC and use best efforts to cease any further occurrence of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of EMSLLC related to the System that is known or suspected by Client or its Authorized Users; (iii) any use of false identity information to gain access to or use the System or (iv) any loss or theft of a hardware device on which an Authorized User has access to the System (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed services via its Use of the System.

(c) Rights Upon Notification. Upon EMSLLC's receipt of notification given by the Client of a Security Breach Event, EMSLLC shall have the right to immediately, without notice to Client, suspend Client's access to the System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the System, (ii) any other intellectual property rights of EMSLLC or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in its Use of the System. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to EMSLLC unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference EMSLLC in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide EMSLLC written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

5. Client Data.

(a) General. As between the Parties, Client shall be solely responsible for the procurement, provisioning, processing and updating of all Client Data, and for the content, accuracy and completeness of all Client Data. Client represents and warrants that neither the Client Data nor the possession or use thereof by or on behalf of Client (including its storage, transmission and/or processing by the System in accordance with the Documentation) will violate any Law or the rights of any person or entity (including, without limitation, those applicable to privacy or personally identifiable information). Client will indemnify and hold EMSLLC and its affiliates, directors, officers, employees and agents (including successors and assigns) harmless against any claim, suit, proceeding or other action arising out of or relating to any breach or alleged breach of any of Client's representations, warranties or covenants hereunder pertaining to Client Data or otherwise resulting from Client's use of the System to store, transmit and/or process Client Data.

(b) Ownership of Client Data. As between EMSLLC and Client, all Client Data is and shall remain the property of Client. EMSLLC shall not, without Client's written consent, use or disclose Client Data other than

in the performance of its obligations under this Agreement or as may be required by applicable Law.

(c) Return of Client Data. Following the expiration or termination of this Agreement for any reason, upon Client's written request made within 30 days following such expiration or termination, EMSLLC shall provide Client with a copy of the Client Data in electronic form and destroy all other copies of the Client Data within the System (except for any archive copies retained on backup media and which shall not be used or disclosed by EMSLLC except as may be required by applicable Law).

(c) Safeguarding Client Data in the System. The System includes certain security features intended to prevent unauthorized access to Client Data, as described in the Documentation. [Such features may include, to the extent specified in the Documentation, software or devices which (i) require Authorized Users' end users to enter user identification codes and passwords prior to gaining access to the System, (ii) track the addition and deletion of Authorized Users' end users and (iii) control access by any end user to areas and features of the System as designated by the applicable Authorized User.]

(d) Recovery of Client Data. If any Client Data is lost or damaged due to the acts or omissions of EMSLLC while resident in the System, EMSLLC shall use commercially reasonable efforts to assist Client in its efforts to recover such data.

6. Confidential Information.

(a) General Requirements and Exclusions. Client shall not disclose EMSLLC Confidential Information without the prior written consent of EMSLLC except (i) to accountants, banks, financing sources, lawyers and related professionals bound by confidentiality provisions at least as restrictive as those contained herein, and (ii) in connection with the enforcement of this Agreement and shall maintain the confidentiality of such information in accordance with Law. Client hereby grants to EMSLLC permission to reproduce and make reference to Client's and any Authorized User's name and trademark on EMSLLC's website and in any promotional materials or proposals. EMSLLC may also

disclose generic descriptions of the kinds of services provided to Client.

(b) Obligations. Client shall use, and shall ensure that each Authorized User uses, its best efforts to prevent disclosing the EMSLLC Confidential Information to third parties; provided, however, that Client may disclose such information to its employees and authorized agents who have a need to know such information and who have agreed to the obligations to preserve the confidentiality of such information as set forth in this Agreement. Client shall be responsible for any breach by any Authorized User, employee or agent of any such confidentiality obligations. If requested by a court of law or through a Public Records Act, Client may disclose EMSLLC Confidential Information pursuant to such request, provided it gives EMSLLC prompt notice of such request and reasonable assistance in avoiding or limiting the disclosure. Following the termination of this Agreement, Client shall, and shall ensure that each Authorized User shall, promptly return to EMSLLC all tangible embodiments of EMSLLC Confidential Information.

(c) HIPAA Business Associate Exhibit/Changes In HIPAA. If required under applicable Law based on the Modules provided by EMSLLC hereunder, each party agrees to the obligations set forth in the BA Agreement attached hereto as Schedule 3 (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to EMSLLC's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then EMSLLC and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

7. Restricted Activities. During the Term and for a period of three years following the expiration or termination of this Agreement, Client shall not employ or hire any employee or former employee of EMSLLC who, pursuant to this Agreement, has had any contact

with employees or representatives of Client or has worked on Client's accounts, without the prior written consent of EMSLLC.

8. Limited Use of the System.

(a) Client Rights to Use. Client shall not, and shall ensure that each Authorized User shall not:

(i) use the System for a service bureau application or for commercial software hosting services without EMSLLC's prior written consent;

(ii) use the System other than as necessary for Client's or such Authorized User's coordination of medical services within the Territory or publishing of health information with respect to the Territory;

(iii) modify, adapt, translate or create derivative works based on any part of the System;

(iv) commercially exploit, market, license or distribute access to or use of the System, or otherwise permit anyone other than Authorized Users to access or use the System;

(v) challenge EMSLLC's Rights in the System;

(vi) assist or cooperate with any third party in challenging EMSLLC's Rights to the System; or

(vii) remove any copyright, trademark or other notices that appear on or in the System.

(b) EMSLLC Ownership Rights. EMSLLC shall retain all Rights in the System and neither Client nor any Authorized User shall have or obtain any such Rights.

(c) System Updates. EMSLLC may enhance or modify the System in its sole discretion. EMSLLC will provide notice to Client prior to implementation of enhancements or modifications of the System that materially diminish the functionality of the System. Client acknowledges and agrees that EMSLLC retains all Rights in any modifications to the System, including but not limited to modifications resulting from requests for changes made by Client or any Authorized User or at the request of Client or any Authorized User.

(d) System Maintenance. Client acknowledges that access to the System be limited or unavailable from time to time due to maintenance or repair.

(e) Third Party Software. The System may incorporate software under a license to EMSLLC or its affiliates from a third party (“Third Party Software”). If the licensor of any Third Party Software requires Client’s agreement to the terms and conditions of such use through an End User License Agreement (“EULA”), EMSLLC will provide such EULA to Client. In order to use the System, Client agrees to be bound by all EULA(s) provided during the Term whether by hardcopy or displayed upon installation or use of the System. Client’s use of the System subsequent to such notice(s) shall constitute Client’s acceptance of the EULA(s). Client shall not use any Third Party Software embedded in, or provided in connection with the System on a stand-alone basis or in any way other than as embedded in, provided in connection with, or for use with the System and the applicable EULA.

(f) Audit Rights. From time to time and upon reasonable prior written notice, EMSLLC may audit Client’s use of the System to ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with EMSLLC (or its representatives) to provide EMSLLC (or its representatives) with reasonable access to all relevant equipment, personnel and records.

9. Term and Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless terminated as set forth in this section 9, shall (i) continue for an initial period ending 24 months following the Commencement Date (the “Initial Term”).

(b) Termination Without Cause. Following the Initial Term, either party may terminate this Agreement upon written notice to the other party provided at least 120 days prior to the end of the Term.

(c) Termination for Cause by EMSLLC. EMSLLC may terminate this Agreement upon the occurrence of any of the following events:

(i) If Client fails to pay any amount due to EMSLLC under this Agreement, within five days after written

notice of the nonpayment is given by EMSLLC to Client; or

(ii) If Client breaches any other provision of this Agreement and fails to remedy such breach within 30 days of receipt by Client of written notice from EMSLLC of such breach.

(d) Termination for Bankruptcy. Either Party may terminate this Agreement immediately upon the occurrence of a Bankruptcy Event involving the other Party by providing written notice to the other Party.

(e) Effect of Termination. Upon expiration or termination of this Agreement for any reason: (i) Client will pay EMSLLC all Fees accrued through the date of termination; (ii) EMSLLC shall have no further obligation to Client under this Agreement or otherwise; and (iii) all Use of and access to the System by Client and all Authorized Users shall immediately terminate.

10. Warranty, Limitations.

(a) Warranty. EMSLLC warrants that it will use reasonable care in performing any services to be provided by EMSLLC under this Agreement.

(b) "As is, where is". Except as provided in section 10(a), the System and related services are being provided “as is, where is” and Client bears complete and sole liability for Client’s use of and reliance on the System, even if such use or reliance were to produce incorrect information or erroneous result.

(d) Disclaimer of Warranties. EXCEPT FOR THE WARRANTY PROVIDED IN SECTION 10(A), EMSLLC HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, NON-INFRINGEMENT, CAPACITY AND PERFORMANCE.

(e) Limitation of Liability.

1. No Liability for Consequential and Other Damages. IN NO EVENT SHALL EMSLLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA OR INTERRUPTION OR CORRUPTION OF DATA, EVEN IF EMSLLC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Maximum Liability. IN NO EVENT SHALL EMSLLC'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO EMSLLC (LESS ANY REFUNDS OR CREDITS) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM FIRST AROSE.

3. Applicability. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

4. Basis of the Bargain; Failure of Essential Purpose. Client acknowledges that EMSLLC has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers of warranties and damages specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

(g) Force Majeure. EMSLLC shall not be liable to Client for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a Force Majeure Event. If a Force Majeure Event occurs, EMSLLC shall be excused from further performance or observance of the obligations so affected for as long as the Force

Majeure Event remains in place. Client shall continue to pay all Fees due under this Agreement upon the occurrence of any Force Majeure Event unless the Force Majeure Event continues for more than ten business days, in which event the obligation of Client to pay such amounts shall be suspended until such time as the Force Majeure Event ends and services are resumed or this Agreement is terminated.

12. General.

(a) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (and shall be deemed to have been duly given upon receipt) in person, by facsimile or sent by registered mail, charges prepaid, to the address set forth above or such address as Party may provide in writing to the other Party.

(b) Relationship of the Parties. The relationship established between the Parties by this Agreement shall be solely that of vendor and vendee. Under no circumstances shall the contractual relationship between the Parties be deemed or construed as one of agency, partnership, joint venture, employment or otherwise, except for the vendor/vendee relationship.

(c) Severability. If any provision shall be held to be invalid or unenforceable for any reason, the Parties agree that such invalidity or unenforceability shall not affect any other provision of this Agreement, the remaining provisions shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable.

(d) Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the other Party; provided, however, that EMSLLC may assign this Agreement to any third party that acquires all or substantially all of the assets or business operations of EMSLLC by purchase, merger or otherwise.

(e) Survival. In addition to those provisions hereof which, by their terms, provide for survival following the termination of this Agreement, the

provisions of sections [5, 6, 9(e), 10 and 11] shall survive the termination of this Agreement.

(f) Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings and arrangements between the Parties with respect to the subject matter thereof. Any additional or different terms or conditions in a Party's or any Authorized User's purchase orders, quotations, acknowledgments, invoices, licenses or other communications to the other Party, whether or not such terms or conditions materially alter this Agreement, shall (a) be deemed objected to by the other Party without need for further notice of objection, (b) be of no force or effect and (c) not, in any circumstance, be binding upon the other Party unless expressly accepted by the other Party in writing.

(g) Compliance with Applicable Laws. In carrying out its obligations and responsibilities under this Agreement, each Party agrees to observe and comply with all Laws.

(h) Governing Law; Venue. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the State of Wisconsin without regard to the principles of conflicts of law, and each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts of Wisconsin.

(i) Waiver. The failure of any Party to insist, in any one or more instances, upon the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term or condition.

(j) Priority. The attached Schedules form part of this Agreement. If there is any apparent conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule, the provisions set forth in the Agreement shall prevail.

(k) Remedies. Each Party shall be entitled to exercise any legal, equitable or other rights or remedies to which it is entitled, including, without limitation, the right to obtain injunctive relief or specific performance with respect to the violation of any term or condition of this Agreement. Each such remedy shall be cumulative and not exclusive.

Client (County of Sonoma):

By: _____
Rita Scardaci, MPH, Director
Department of Health Services

Date: _____

Certificates of Insurance on File with and
Approved as to Substance:

By: _____
Division Director or Designee

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

Date: _____

EMSystems LLC

By: _____

Date: _____

Schedule 1

Definitions

“Authorized User” means a health care provider, health department or other medical professional authorized by Client to Use the System to coordinate emergency services and health information in the Territory, and any employee of Client whose job function requires Use of the System.

“Bankruptcy Event” means a Party: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due; or (ii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of dollars or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind-up of its business (or has such a petition or action filed against it and such petition, action or appointment is not dismissed or stayed within 30 days).

“Client Data” means data input by Client or Authorized Users into the System and derivative data resulting from the processing of such input data by the System.

“Commencement Date” means the earlier of the date EMSLLC notifies Client that Authorized Users may begin to Use the System or the date Client or any Authorized users actually begin to use the System.

“Contact Person” means a person qualified by education and training to use and understand the applicable User Equipment and the System.

“Documentation” means the documentation and terms of use applicable to the System or a particular Module, as published on the EMSSystems web site and as amended from time to time at EMSLLC's sole discretion.

“EMSLLC Confidential Information” means (i) all information of EMSLLC marked "confidential," "restricted," "proprietary" or with a similar designation; (ii) know-how, technical information, data or other proprietary information relating to the System; (iii) all source codes, object codes, software programs, computer processing systems and techniques employed or used by EMSLLC; (iv) any related items such as specifications, layouts, flow charts, manuals, instruction books and training materials, programmer, technical and user documentation, and any and all upgrades, enhancements, improvements or modifications to the foregoing; and (v) the terms and conditions of this Agreement; provided, however, that EMSLLC Confidential Information shall not include information that (i) was in the public domain at the time of disclosure; (ii) after disclosure is published or otherwise becomes part of the public domain through no fault of Client; or (iii) was received by Client from a third party who had a lawful right to disclose such information to Client.

“Fees” means any amounts due under this Agreement, including those fees set forth on Schedule 2.

“Force Majeure Event” means (i) fire, flood, earthquake, hurricane, tornado, tsunami or other elements of nature or acts of God, (ii) acts of vandalism or terrorism (electronic or otherwise) or war, (iii) riots, civil disorders or revolutions, (iv) strike or other significant labor disruption, (v) nonperformance by a third party, (vi) any failures or fluctuations in telecommunications systems, lines or other Equipment or (vii) any other cause beyond the reasonable control of EMSLLC.

“Implementation Services” means services (if any) to be performed by EMSLLC in connection with the configuration and implementation of the System, as specified on Schedule 2.

“Law” means all applicable state, federal and local laws, rules and regulations.

“Module” means a particular software-as-a-service module hosted, managed and operated by or on behalf of EMSLLC and to which Client desires to obtain a license to Use under this Agreement, as described on Schedule 2.

“Region” has the meaning set forth on Schedule 2.

“Rights” means all right, title and interest in and to the System, including all intellectual property rights, know-how and System design and functionality.

“System” means each of the Modules and associated Documentation, including any enhancements or modifications thereto implemented or provided by EMSLLC from time to time in its discretion.

“Term” has the meaning set forth in section 9.

“Training Services” means any training in the Use of the System that EMSLLC makes available to Client and Authorized User employees.

“Use” means accessing and using the System in accordance with the terms and conditions of this Agreement (including, without limitation, any additional limitations or restrictions specified in Schedule 2) and the applicable Documentation.

“User Equipment” means the hardware, software and communications lines or capabilities that may be necessary for Client or any Authorized User to Use the System.

Schedule 2
Modules, Services and Fees

This Schedule 2 contains modules and services, and pricing available to a Client.

Region: Coastal Valleys EMS, CA

Term: From October 1, 2012 To September 30, 2014

EMSystems Itemized Pricing for WebCUR/EMStat Software and Maintenance				
Service/Quantity	Description		Unit Price	Annual Cost
1	Web CUR™ Regional Data Repository		\$4,400.00	\$4,400.00
	>	Unified and singular point of regional PCR data integration, hosting and		
	>	patient data privacy protection for the Coastal Valley EMS Agency		
	>	up to 250,000 EMS runs annually		
	>	Annual tiered maintenance price		
1	Web CUR Hospital Access		\$4,000.00	\$4,000.00
	>	Hospital Access for 4 Regional Base Hospitals		
	>	Allows electronic access to ePCR		
1	Web CUR™ Regional Data Repository Training/Implementation		\$1,000.00	\$1,000.00
1	EMStat Professional Client Access License		\$9,914.00	\$9,914.00
	>	Annual maintenance price		
	>	19 Customer Access Licenses (CAL)		
1	Regional EMStat Faxing Module		\$2,140.00	\$2,140.00
	>	Internet Faxing Module for 19 CALs		
	>	Annual maintenance price		
			Total	\$21,454.00

ACCEPTED AND AGREED THIS ___ DAY OF ____, 2013

CLIENT: _____

BY _____

Title _____

EMSYSTEMS, LLC

BY _____

Title _____

Schedule 3
Business Associate Addendum

This Business Associate Agreement (“Agreement”) is entered into between _____ (“Covered Entity”) and EMSystems, LLC (“Business Associate”), effective as of _____, 2012 (the “Effective Date”).

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an agreement or other documented arrangement (the “Underlying Agreement”), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”), and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or required by law; or (iii) as otherwise permitted by this Agreement. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; or (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when required by law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Business Associate shall implement administrative, physical, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity;

and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement.

c. Compliance with Security Provisions. Business Associate shall (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as such term is defined in HIPAA.

e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

f. Encryption. To facilitate Business Associate’s compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI Unusable, Unreadable or Indecipherable to Unauthorized Individuals, through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS Web site. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach triggering notification obligations under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Business Associate shall comply with the requirements of Section 3.b below.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity’s PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate’s written notice shall include the information required by 45 CFR § 164.410. Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the individual so chooses, transmit such copy directly to an entity or person designated by the individual. Business Associate may charge a fee to the individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act.

Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act.

Alternatively, if Covered Entity responds to an individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (i) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501; and (ii) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Covered Entity shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Business Associate, terminate its relationship with Business Associate; or (iii) if such termination is not feasible, report Business Associate's breach or violation to the Secretary.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Business Associate shall (i) take reasonable steps to cure such breach or end such violation, if possible; or (ii) if such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, terminate its relationship with Covered Entity; or (iii) if such termination is not feasible, report Covered Entity's breach or violation to the Secretary.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or privacy of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of this Agreement shall control.

14. Survival. The provisions of this Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. To the extent this Agreement is not governed by federal law, this Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

Attn: _____

Telephone no: _____

Facsimile no: _____

Email Address: _____

If to Business Associate:

EMSystems, LLC.

135 South 84th Street, Suite 150

Milwaukee, Wisconsin 53214

Attn: Meredith Keller

Telephone no: 414-721-9713

Facsimile no: 414-721-9613

Email Address: Meredith.keller@intermedix.com



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: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:

Elizabeth Tyree, 565-2575

Supervisorial District(s):

1, 2, 5

Title: Community-Based Transportation Planning grants

Recommended Actions:

Resolution authorizing the Director of Regional Parks to apply for and execute agreements with the California Department of Transportation for the Sonoma Valley Trail planning grant(District 1).

Resolution authorizing the Director of Regional Parks to apply for and execute agreements with the California Department of Transportation for the Petaluma to Sebastopol Trail planning grant (Districts 2 and 5).

Executive Summary:

The Sonoma County Bicycle and Pedestrian Plan, adopted by the Board of Supervisors in August 2010, designates Regional Parks as responsible for establishing and maintaining Class I bikeways. Regional Parks is recommending applying for feasibility planning funding for two trail projects, the Sonoma Valley to Santa Rosa Trail and the Petaluma to Sebastopol Trail, both of which are included in the Bicycle Plan.

The California Department of Transportation (Caltrans) issued a call for projects for Fiscal Year 2013-2014 funding. Competitive grants are available for a variety of transportation planning programs. The Community-Based Transportation Planning grant program has \$3 million available state-wide for competitive grants. The purpose of the program is to fund coordinated transportation and land-use planning projects that encourage community involvement and partnership. The grant program requires a 10% local match for planning work. Funding is available in February 2014 for successful grants.

A local resolution, designating who will be the day to day agency point of contact is required. This contact, with County Counsel approval, would sign the grant agreements, known as the Fund Transfer Agreements. The designated contact will also attend meetings with Caltrans, respond to grant project description and timeline requests, provide quarterly reports, and submit quarterly invoices and background documents for work completed. If grant funding is awarded in 2014, the Director would

return to the Board with a request to accept grant funding and report on the next steps in the process.

Sonoma Valley Trail Planning

The proposed Sonoma to Santa Rosa Trail is an extension of the Central Sonoma Valley Trail, parallel to Highway 12. The study area would start at Agua Caliente Road (north of Larson Park), continue northwest, and end at Melita Road (west of Oakmont). The length of the trail corridor is approximately 13 miles. This project is supported by the cities of Sonoma and Santa Rosa.

The goal of the Sonoma Valley Trail project is to create a safe route for pedestrians and bicyclists along the Highway 12 corridor. The proposed study area would extend from the Central Sonoma Valley Trail (between Verano Avenue and Agua Caliente Road), which has projects underway. Sidewalks have been installed by the Transportation and Public Works Department along Highway 12 from Donald Street to Boyes Boulevard. Regional Parks has completed the trail within Larson Park and grant funding was recently received to construct the trail extending through Flowery Elementary School and along the north side of Verano Avenue. Regional Parks has also obtained an easement through Sonoma Charter Elementary School for future trail construction. Regional Parks applied for planning funding for this project in 2010 and 2011, but was not successful. After feedback discussions with Caltrans and application revisions, we are again seeking this funding. A new resolution is required.

Petaluma to Sebastopol Trail Planning

The proposed Petaluma to Sebastopol Trail would plan a trail connection between these communities. The project would start at Petaluma city limits and end at the existing Joe Rodota/West County Trail in Sebastopol. The length of this trail corridor is approximately 12 miles. This project is supported by the city of Petaluma, and support and funding is being provided by the city of Sebastopol, and the Sonoma County Bicycle Coalition.

The goal of this project is to create a safe route for pedestrians and bicyclists between these two cities, connecting to and along the Highway 116 corridor. Regional Parks applied for planning funding for this project in 2011, but was not successful. After feedback discussions with Caltrans and application revisions, we are again seeking this funding. A new resolution is required.

Financial Information

This planning grant is a competitive program and funding would not be available until early 2014 for successful applications. This grant program requires a 10% local funding match for planning to be submitted with the application. Local Park Mitigation Fees were approved in the FY2012-13 Capital Improvement Plan budget. The following summarizes the proposed grant funding requests.

Proposed Grant Applications	Grant Request	Matching Funds	Matching Funds Provided By	Total Est. Cost of Feasibility Study
Sonoma to Santa Rosa Trail	\$190,575	\$21,175	Sonoma Valley Area Park Mitigation Fees	\$211,750
Petaluma to Sebastopol Trail	\$176,715	\$19,635	South County Area (\$4,000) and Sebastopol Area (\$2,000) Park Mitigation Fees	\$196,350

			City of Sebastopol (\$1,636) Sonoma County Bicycle Coalition (\$11,999)	
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Next Steps

If these grant applications are awarded funding, the feasibility planning is estimated to take two years. Regional Parks would involve the community, Transportation and Public Work Department, and other stakeholders in the feasibility planning. Regional Parks would return to the Board with proposed trail alignment plans. With plan approval, grant funding would be sought for trail design and environmental review, followed by trail development. Trail construction could occur as design and environmental review is complete and grant funding is available. Trail construction could occur in phases, with early phases possibly beginning in 2016 and continuing through future years.

The Sonoma County Bicycle and Pedestrian Plan estimates \$400,000 per mile to construct the trails in 2005 dollars. The current annual maintenance cost per mile of Class 1 trails is \$10,281. Trail operations and maintenance typically includes regular Park Ranger site patrol, sweeping, removing debris and graffiti, mowing and pruning, and safety repairs. Usage of current Class 1 trails is estimated over 630,000 annual visits.

Possible Future Funding Requests

The trail alignment feasibility studies will further inform estimates for possible future project work, including information on acquisition or alignment rerouting needed, areas of sensitive habitat to avoid, necessary construction features such as bridges, additions of trailheads, and recommendations for funding ongoing operations and maintenance from possible sources including requests for Transportation and Occupancy Tax funding, user fees revenue, and management agreements with partners. Grant funding would be sought for all phases of project development and initial estimates are summarized as follows:

Possible Projects	Preliminary Estimated Trail Development	Preliminary Estimated Annual Operations and Maintenance
Sonoma to Santa Rosa Trail	\$5.2 million	\$134,000
Petaluma to Sebastopol Trail	\$4.8 million	\$123,000

These projects are included in the County of Sonoma Capital Project Plan 2012 – 2017, a long term capital planning document.

The Parks and Recreation Advisory Commission unanimously supported applying for these grants at their March 19, 2012 meeting.

Prior Board Actions:

March 27, 2012, by Resolution Nos. 12-0317 and 12-0318 approved application for C.B.T.P. grants for Sonoma Valley to Santa Rosa and Petaluma to Sebastopol trails and authorized the Director of Regional Parks to execute agreements with Caltrans. March 23, 2010, by Resolution No. 10-0227 approved application for Caltrans C.B.T.P. grant for Central Sonoma Valley Trail and authorized the Director of

Regional Parks to execute all documents necessary to carry out and administer the grant. August 24, 2010, by Resolution No. 10-0636, adopted the 2010 Sonoma County Bicycle and Pedestrian Plan. May 15, 2012, Board approves County of Sonoma Capital Project Plan 2012 – 2017, including subject trail projects

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 12-13

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):

For F.Y. 1213, Regional Parks' Capital Project Budget commits \$21,175 in Area 6 Park Mitigation Fees for the Sonoma Valley Trail, and \$4,000 in Area 5 and \$2,000 in Area 3 Park Mitigation Fees for the Petaluma to Sebastopol Trail.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Resolutions, Sonoma Valley Trail Area Map, Petaluma to Sebastopol Trail Area Map

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

None.



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Director Of Regional Parks To Execute Agreements With The California
Department Of Transportation for The Sonoma Valley Trail.**

Whereas, California Department of Transportation has issued a call for Transportation Planning Grant applications; and

Whereas, Regional Parks is seeking Community-Based Transportation Planning funding for the Sonoma Valley to Santa Rosa Trail connections; and

Whereas, the Board of Supervisors for the County of Sonoma is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

Whereas, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

Whereas, the Board of Supervisors wishes to delegate authorization to execute these agreements and any amendments thereto;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma authorizes the Director of Regional Parks to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Director Of Regional Parks To Execute Agreements With The California
Department Of Transportation for The Petaluma To Sebastopol Trail.**

Whereas, California Department of Transportation has issued a call for Transportation Planning Grant applications; and

Whereas, Regional Parks is seeking Community-Based Transportation Planning funding for the Petaluma to Sebastopol Trail connections; and

Whereas, the Board of Supervisors for the County of Sonoma is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

Whereas, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

Whereas, the Board of Supervisors wishes to delegate authorization to execute these agreements and any amendments thereto;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma authorizes the Director of Regional Parks to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

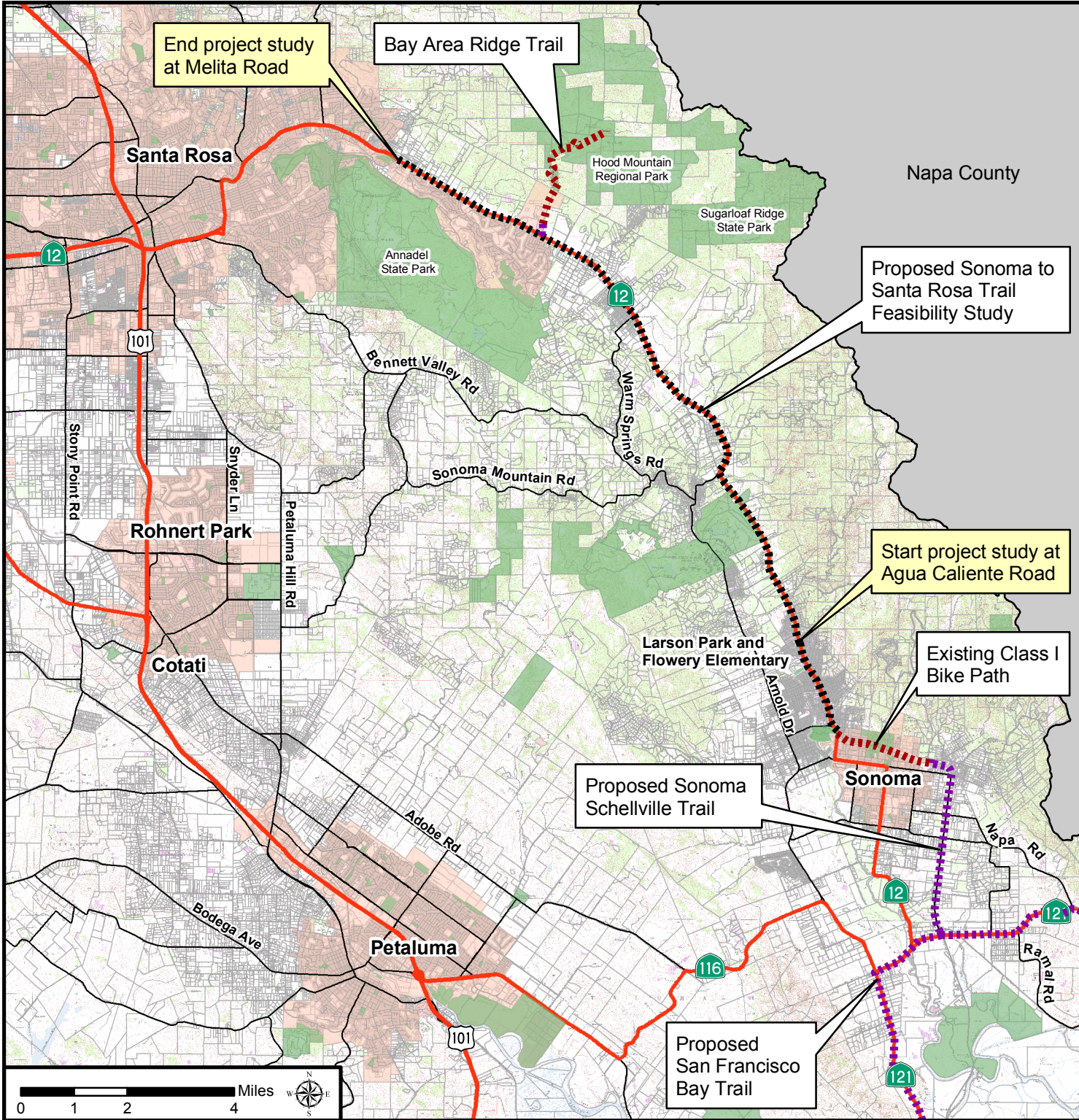
Ayes:

Noes:

Absent:

Abstain:

So Ordered.



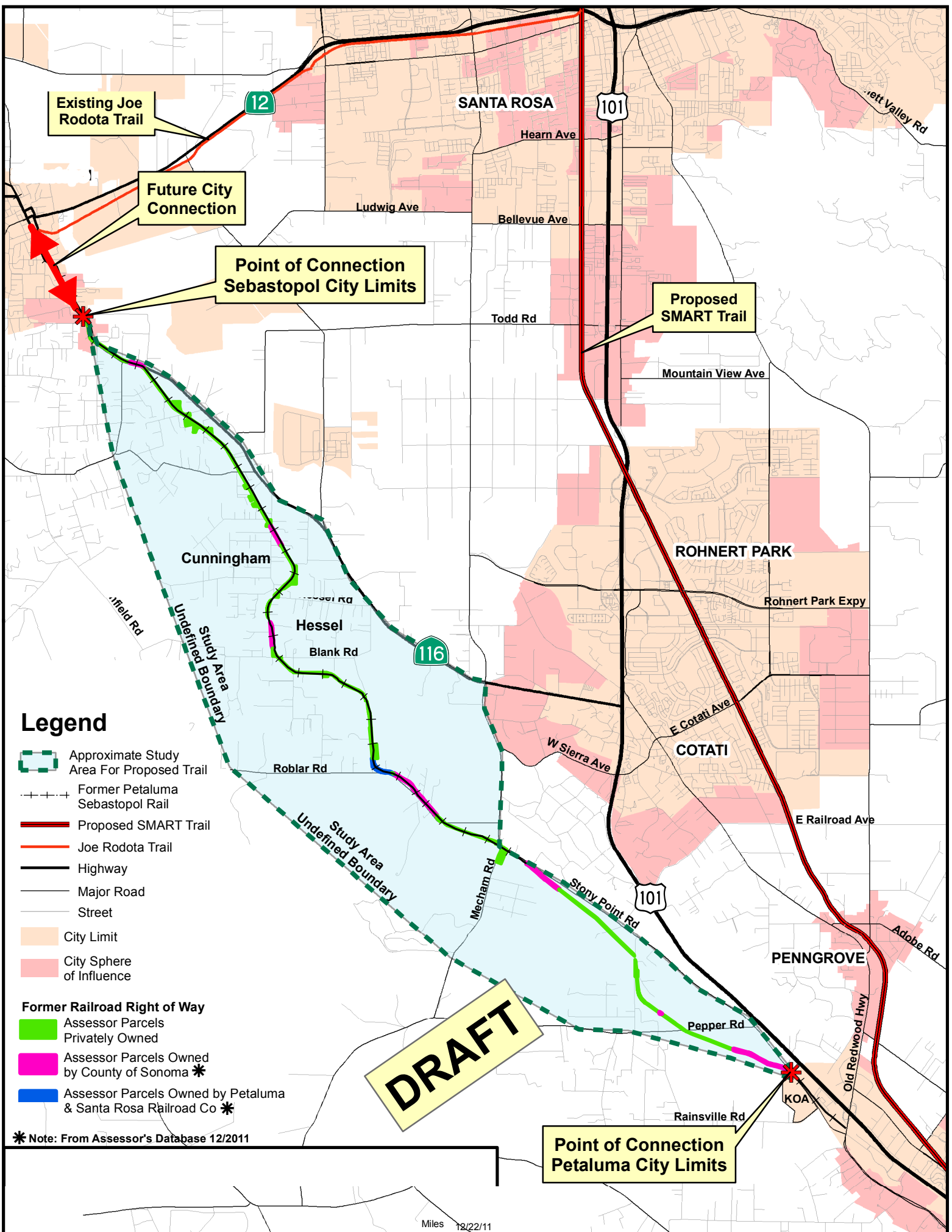
Sonoma to Santa Rosa Trail Project Location Map

Sonoma County Regional Parks



Data Source: Sonoma County ISD 3-20-12





Existing Joe Rodota Trail

Future City Connection

Point of Connection Sebastopol City Limits

Proposed SMART Trail

Legend

- Approximate Study Area For Proposed Trail
- Former Petaluma Sebastopol Rail
- Proposed SMART Trail
- Joe Rodota Trail
- Highway
- Major Road
- Street
- City Limit
- City Sphere of Influence

- Former Railroad Right of Way**
- Assessor Parcels Privately Owned
 - Assessor Parcels Owned by County of Sonoma *
 - Assessor Parcels Owned by Petaluma & Santa Rosa Railroad Co *

* Note: From Assessor's Database 12/2011

DRAFT

Point of Connection Petaluma City Limits



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Retirement

Staff Name and Phone Number:

Gary Bei (707) 565-8100

Supervisorial District(s):

N/A

Title: Special Retirement Board Election Results For The Third Trustee Position.

Recommended Actions:

Resolution adopting the special election results for the third trustee position (General) of the Sonoma County Employees' Retirement Association (SCERA) Board.

Executive Summary:

The Sonoma County Employees' Retirement Association (SCERA) Board must hold elections for the various member representatives as their terms of office expire, or when a seat is vacated, as outlined in Government Code Section 31523 and SCERA Bylaws. Jerry Allen retired as the representative of the third trustee position with two years remaining in his term. A special election to fill the remainder term for the third trustee position representing active general members was held on March 11, 2013.

The results of the special election must now be declared official by the Board of Supervisors. William L. Adams is elected to the third trustee position to replace Jerry Allen and his term of office will begin March 19, 2013 with adoption of the official results by the Board of Supervisors. The newly elected third trustee will hold the office until December 31, 2014 at which time the term will expire. A regularly scheduled election will then be held for the third trustee position as outlined in the SCERA Bylaws.

William L. Adams is a Deputy County Counsel and an active member of the Sonoma County Employees' Retirement Association (SCERA). He has served as Deputy County Counsel for the past 10 years and has represented SCERA in that capacity.

Prior Board Actions:

N/A

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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
Special election results as canvassed by the Registrar of Voters.

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

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County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting The Special Election Results For the Third Trustee Position (General) Of The Sonoma
County Employees' Retirement Association (SCERA) Board.**

Whereas, Jerry Allen retired effective December 28, 2012 leaving his seat vacant for a two-year remainder term requiring a special election to fill the position, and

Whereas, on March 11, 2013 a special election was held for the third trustee position (active general members) of the Sonoma County Employees' Retirement Association Board, and

Whereas, the special election has been completed and the Registrar of Voters Office has submitted to this Board of Supervisors results of this election, and

Whereas, William L. Adams received the most votes and was elected to fill the remainder term of the position of third trustee, and

Whereas, the special election is deemed effective upon adoption of the results and the candidate elected to the position of third trustee will be seated at a meeting of the Retirement Board following the special election,

Now, Therefore, Be It Resolved that the results of the Sonoma County Employees' Retirement Board Special Election to fill the remainder term of the position of the third trustee of said Retirement Board are hereby declared in accordance with the Official Statement of Votes Cast herewith adopted.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



SONOMA COUNTY
Clerk-Recorder-Assessor
www.sonoma-county.org/cra

REGISTRAR OF
VOTERS DIVISION

P.O. Box 11485
435 Fiscal Dr.
Santa Rosa, CA 95406
Tel: (707) 565-6800
Toll Free (CA only):
(800) 750-VOTE
Fax: (707) 565-6843

MEMORANDUM

DATE: MARCH 12, 2013

TO: SONOMA COUNTY RETIREMENT BOARD

FROM: WILLIAM F. ROUSSEAU, SONOMA COUNTY CLERK & REGISTRAR OF VOTERS

RE: OFFICIAL STATEMENT OF VOTES CAST

Enclosed please find the Official Statement of Votes Cast for the Sonoma County Employees' Retirement Association Election for the Third Trustee Position (Representing Active General Members) which was voted upon at the March 11, 2013, special election. This transmittal constitutes certification of the Official Canvass for adoption by the SCERA Board of Retirement.

There was one ballot not marked for either candidate (under-vote).

Should you have any questions in this regard, please do not hesitate to contact Gloria Colter, Assistant Registrar of Voters, at 565-6814 or Debra Russotti, Election Services Supervisor, at 565-6809.

WFR/dr
attachment

OFFICIAL CANVASS

RESULT OF THE TOTAL VOTES CAST
BOARD OF RETIREMENT THIRD TRUSTEE POSITION
MARCH 11, 2013

THIRD TRUSTEE POSITION
ACTIVE GENERAL MEMBERS
Term of position is through 12/31/2014

Deborah A. Muchmore	175
William L. Adams	326
TOTAL VOTES CAST	501

CANVASSING BOARD

INSPECTOR	<u>Debra Russotti</u>
CLERK	<u>Debbie Justice</u>
CLERK	<u>Ibon Suazo</u>
CLERK	<u>Kamari Marchbanks</u>

DATED THIS 12th DAY OF MARCH, 2013



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr. (707) 565-3585

Supervisorial District(s):

Fourth District

Title: Adopt Ordinance establishing a Parking Restriction on Dry Creek Road at Lambert Bridge Road-
Adopt

Recommended Actions:

Adopt an ordinance establishing a no parking zone along the east side of Dry Creek Road, beginning 188 feet southerly of the centerline of Lambert Bridge Road and extending southerly for a distance of 172 feet.

Executive Summary:

It was recently brought to the attention of the staff of Transportation and Public Works that there are a number of traffic conflicts in the vicinity of the Dry Creek Store located at the intersection of Dry Creek Road and Lambert Bridge Road. The issues are primarily related to overflow parking from the market, which creates some potential sight distance problems. Field observations revealed that implementation of parking restriction at critical locations would improve the situation. This parking restriction includes a portion of the service drive from Dry Creek Road past the first private drive. The approximate cost will be \$1,000 and appropriations are available in the FY 2012-13 Road Maintenance budget.

Prior Board Actions:

3/12/13: The Board adopted a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance establishing a parking restriction on Dry Creek Road at Lambert Bridge Road.

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

Restricting parking along the roadway will help ensure visibility for drivers in the area.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 1,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,000	Total Sources	\$ 1,000

Narrative Explanation of Fiscal Impacts (If Required):

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

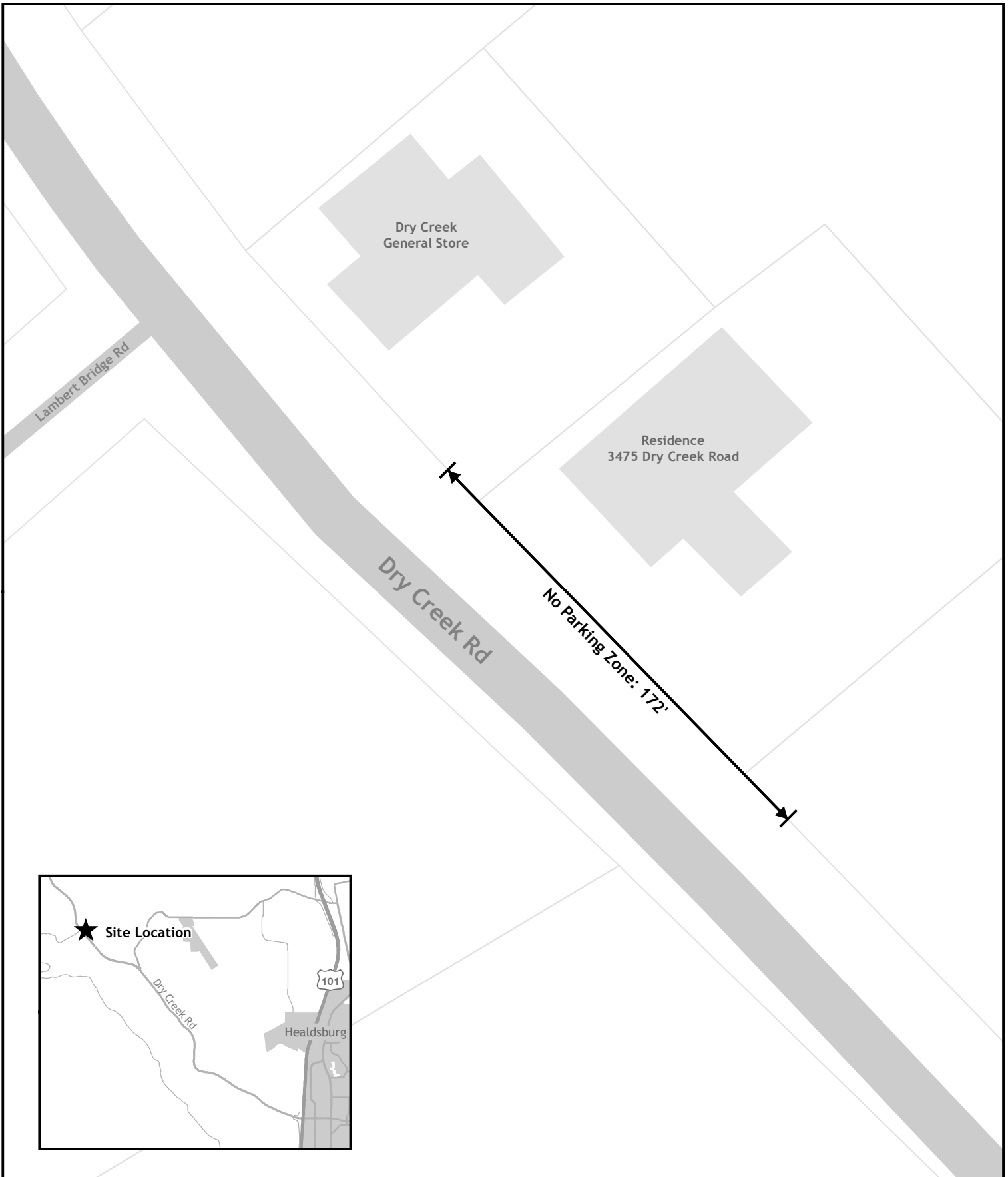
Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Location Map; Ordinance

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

Location Map



ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS ON DRY CREEK ROAD.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION I:

Subsection 546 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

Dry Creek Road (#9901) beginning at a point 188 feet southerly of the centerline of Lambert Bridge Road (#90002) and extending in a southerly direction along the easterly side of the road for a distance of 172 feet, postmiles 13.55 to 13.58.

SECTION II:

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty days after its passage, and shall be published once before the expiration of fifteen days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of ____, 20__, and finally passed and adopted this ___ day of ____, 20__, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin _____ Zane _____ McGuire _____ Carrillo _____ Rabbitt _____

Ayes _____ Noes _____ Abstain _____ Absent _____

SO ORDERED.

By: _____
Chairman, Board of Supervisors
County of Sonoma, State of California

ATTEST:

By: _____
County Clerk and Ex-officio Clerk of the
Board of Supervisors of said County



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr. (707) 565-3585

Supervisorial District(s):

First District

Title: Adopt Ordinance establishing a Parking Restriction on Buena Vista Road - Adopt (#66015).

Recommended Actions:

Adopt an ordinance establishing a no Parking Zone on Buena Vista Road as a safety measure. (#66015)

Executive Summary:

Staff of Transportation and Public Works received a complaint and request to install a no parking area on Buena Vista Road in the Boyes Hot Springs community (#66015). The area of concern is on the outside shoulder at the apex of a hairpin turn. At this location, there is an area approximately 22 feet long between two driveways where vehicles have been parking. The roadway is approximately 23 feet wide and with a car parked at the apex of the curve, there is insufficient width for two-way traffic to negotiate the turn. Staff contacted the two residents adjacent to this area, explained the concern and informed them that parking was going to be prohibited in this area. As of the date of the submittal of this report, the staff had not received any comments from the residents. The approximate cost will be \$400 and appropriations are available in the FY 12-13 Road Maintenance Budget.

Prior Board Actions:

3/12/13: The board adopted a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance establishing a parking restriction on Buena Vista Road.

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

Establishment of the no parking zone will help to ensure safe two-way vehicle traffic on roadway.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 400		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 400
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 400	Total Sources	\$ 400

Narrative Explanation of Fiscal Impacts (If Required):

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

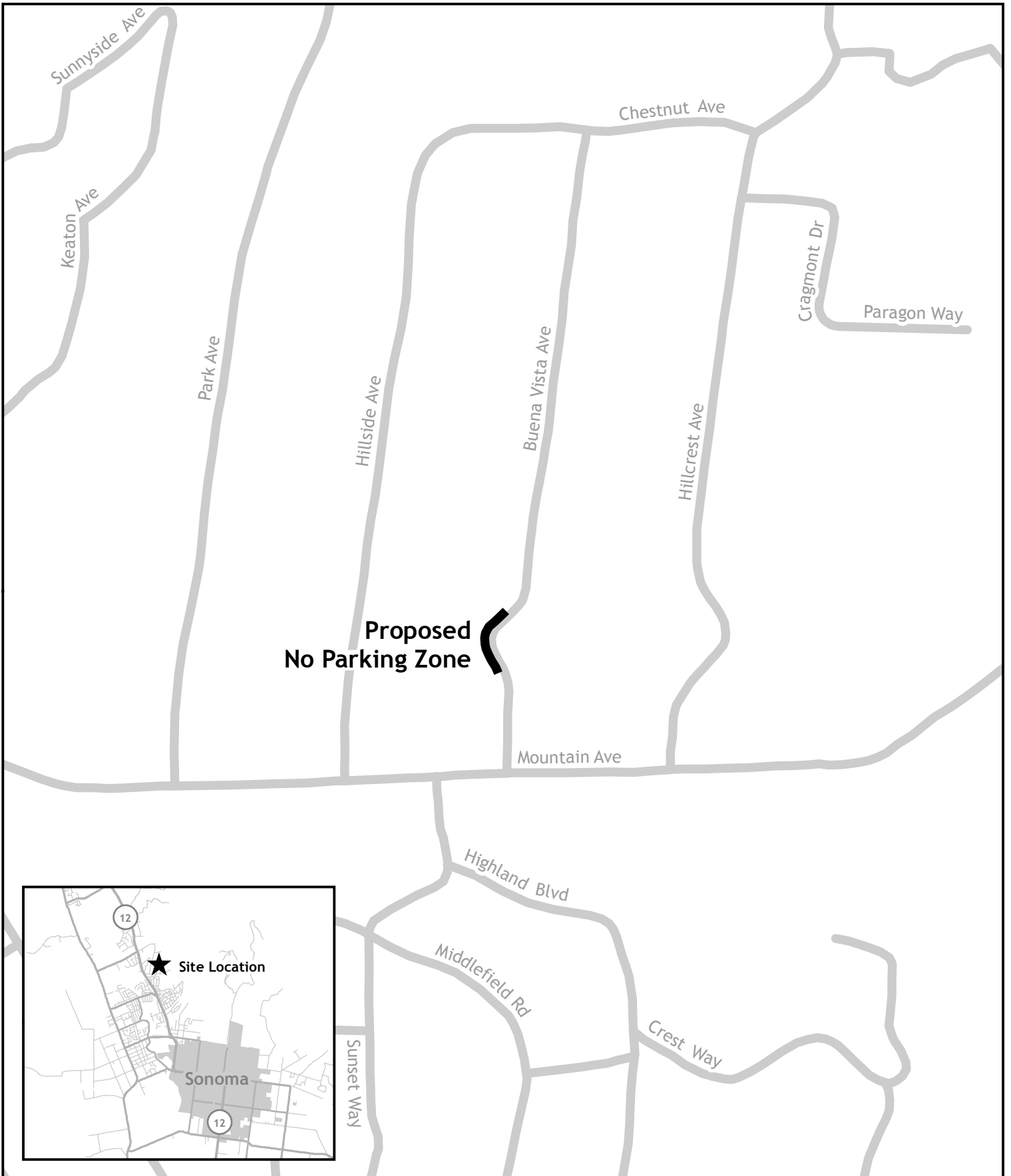
Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Location Map; Ordinance

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

Location Map



ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS ON BUENA VISTA AVENUE.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION I:

Subsection 547 is hereby added to Section VII of Sonoma County Ordinance No. 2300 (said Section establishes No Parking zones) to read:

Buena Vista Avenue (#66015) beginning at a point 256 feet northerly of the centerline of Mountain Avenue (#66006) and extending in a northerly direction along the westerly side of the road for a distance of 46 feet, postmiles 20.048 to 20.057.

SECTION II:

This Ordinance shall be, and the same is hereby declared to be in full force and effect from and after thirty days after its passage, and shall be published once before the expiration of fifteen days after said passage, with the names of the Supervisors voting for or against the same, in a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the ___ day of _____, 201_, and finally passed and adopted this ___ day of _____, 201_, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin _____ Zane _____ McGuire _____ Carrillo _____ Rabbitt _____

Ayes _____ Noes _____ Abstain _____ Absent _____

SO ORDERED.

By: _____
Chairman, Board of Supervisors
County of Sonoma, State of California

ATTEST:

By: _____
County Clerk and Ex-officio Clerk of the
Board of Supervisors of said County



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr., (707) 565-3585

Supervisorial District(s):

Fifth District

Title: California Department of Parks and Recreation Funding Agreement

Recommended Actions:

Approve resolution authorizing the Director of Transportation and Public works to execute an Agreement with the California Department of Parks and Recreation to accept up to \$42,753.60 for the installation of guardrail on the new Willow Creek Bridge (20C0570) on Willow Creek Road.

Executive Summary:

Willow Creek is habitat for Coho, a Federally listed endangered salmonid. In 2009 the Stewards of the Coast and Redwoods received a grant to remove 7-36” metal culverts on Willow Creek Road that were creating a barrier to the passage of fish into the upper Willow Creek Watershed. In 2011, the culverts were removed and a bridge was constructed to allow for the passage of fish. The California Department of Parks and Recreation has provided the funding listed in this report to complete the project by installing guardrail on the approach to the new bridge.

If the agreement is not approved, County will not receive funding from the California Department of Parks and Recreation to install guardrail on the Willow Creek Bridge on Willow Creek Road and work will be done at County expense. Appropriations are available in the 2012-13 Road Maintenance budget.

Prior Board Actions:

None.

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

The installation of the guardrail is essential for public safety as they approach the new structure.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 42,753.60		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 42,753.60
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 42,753.60	Total Sources	\$ 42,753.60

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; Location Map

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

Agreement



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Director Of Transportation and Public Works To Execute An Agreement With The State Of California Department Of Parks and Recreation For Funding Of Guardrail Installation On The New Willow Creek Road Bridge.

Whereas, the State Department of Parks and Recreation has agreed to provide funding for the installation of guardrail at the new bridge on Willow Creek Road (Bridge Number 20C0570), and has presented the County with a funding agreement for this purpose; and

Whereas, installation of a guardrail will enhance the safety of the Bridge and is a benefit to the residents of the County;

Now, Therefore, Be It Resolved, that this Board of Supervisors does hereby authorize the Director of Transportation and Public Works to execute the funding agreement on behalf of the County of Sonoma.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

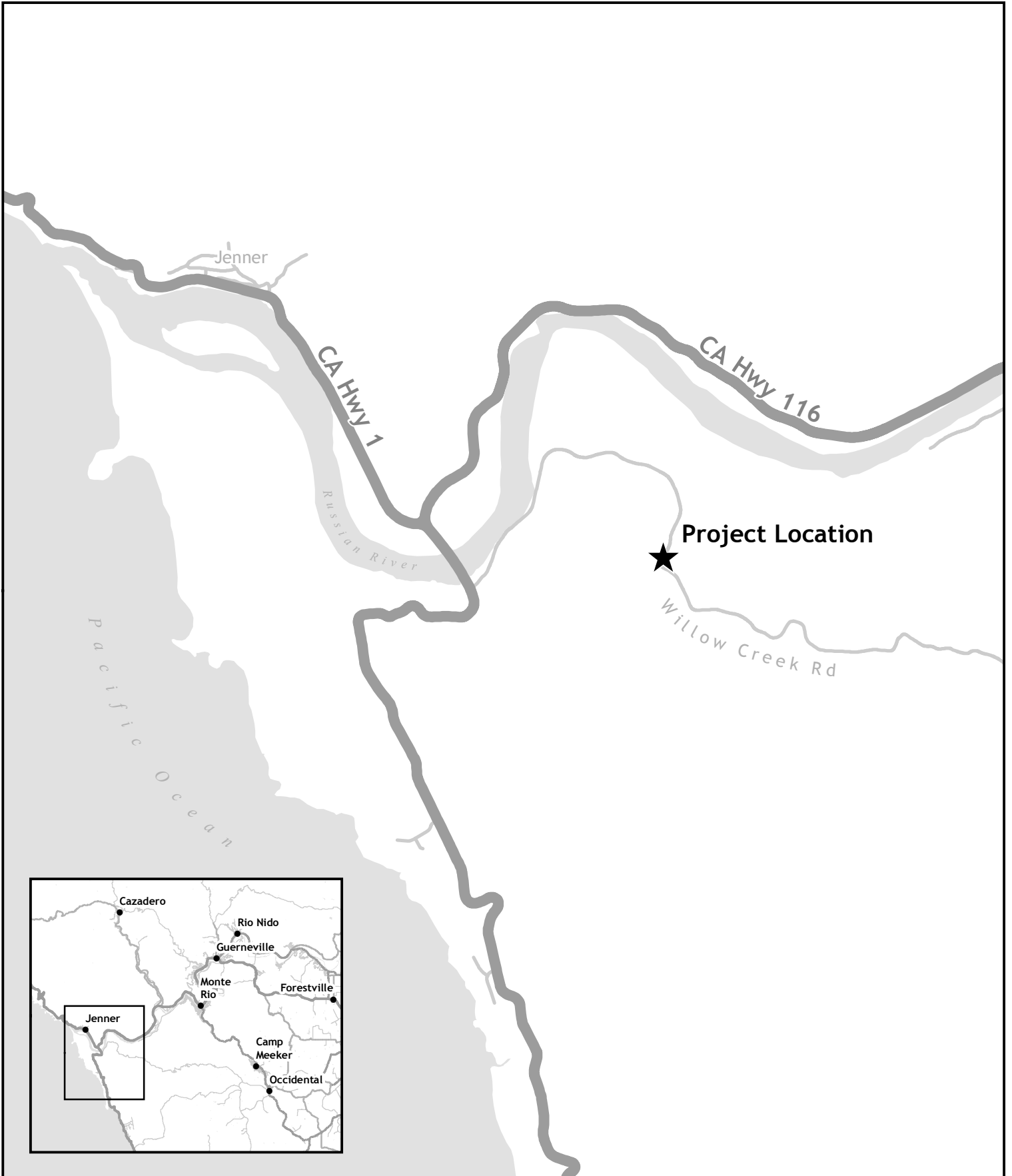
Noes:

Absent:

Abstain:

So Ordered.

Location Map





County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr. (707) 565-3585

Supervisorial District(s):

Fourth

Title: River Road at Gill Creek Hydraulic Study

Recommended Actions:

Authorize execution of an agreement with Environmental Science Associates for \$34,800 with a term ending December 31, 2014.

Executive Summary:

The Department is requesting the Board authorize the execution of an agreement with Environmental Science Associates, a consulting firm with a branch office in Petaluma and 13 other locations on the west coast, for a hydraulic and geomorphic analysis (study of how much water flows down a stream and how a stream meanders over time) of Gill Creek for the Replacement of the River Road over Gill Creek Bridge. This agreement is necessary to complete the federal bridge program grant application by determining the location and length of the bridge best suited to the creek for the replacement bridge within the creek’s channel. This agreement is for an amount not to exceed \$34,800 with a term ending December 31, 2014.

River Road Bridge carries about 900 vehicles a day across Gill Creek. The two lane single span concrete bridge was constructed in 1962. Gill Creek has a wide channel at River Road that is constricted by the approach road fill to the bridge. The bridge has been scoured by the creek to expose the foundation and undermine the rock slope protection for the approach fill. Currently the bridge is being stabilized by a downstream weir (a small dam that is designed to let the stream flow over the top of it) that keeps Gill Creek from scouring another five feet below the bridge foundation. The bridge has a sufficiency rating of 40 on a scale of 0 to 100. The Department has secured funding for the preliminary engineering work necessary in order to plan a replacement bridge’s length and location. It is anticipated that the cost of this replacement project will be roughly \$5,000,000.

The Department advertised a Request for Qualifications (RFQ) for engineering services in a newspaper of general circulation and received 11 qualification statements from hydraulics/hydrology consultants. The proposals were evaluated and ranked based on the consultant’s response to the following criteria:

experience, project team and key staff, technical ability, relevant project experience, federal project experience and project approach. Local preference was not used in the selection of a consultant for this project as Federal guidelines do not allow for it. An on-call short list of six consultants was created by a selection committee. From that list, Environment Science Associates was selected as the most qualified for this particular project as their staff includes personnel that are experienced with geomorphology issues, which are of concern at this site.

The Transportation and Public Works Department requests the Board authorize the execution of an agreement with Environmental Science Associates for an amount not to exceed \$34,800 for the geomorphic and hydraulic analysis of Gill Creek for the Replacement of River Road over Gill Creek Bridge. Funding for the agreement comes from federal Highway Bridge Program (HBP) funds. Appropriations are available in the 2012-13 Bridge Index Budget. If the agreement is not approved the project would be delayed as the department does not have the staff to perform this type of environmental/hydraulic work.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

Maintaining bridges ensures safety and connectivity of the transportation network.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 34,800		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 34,800
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 34,800	Total Sources	\$ 34,800

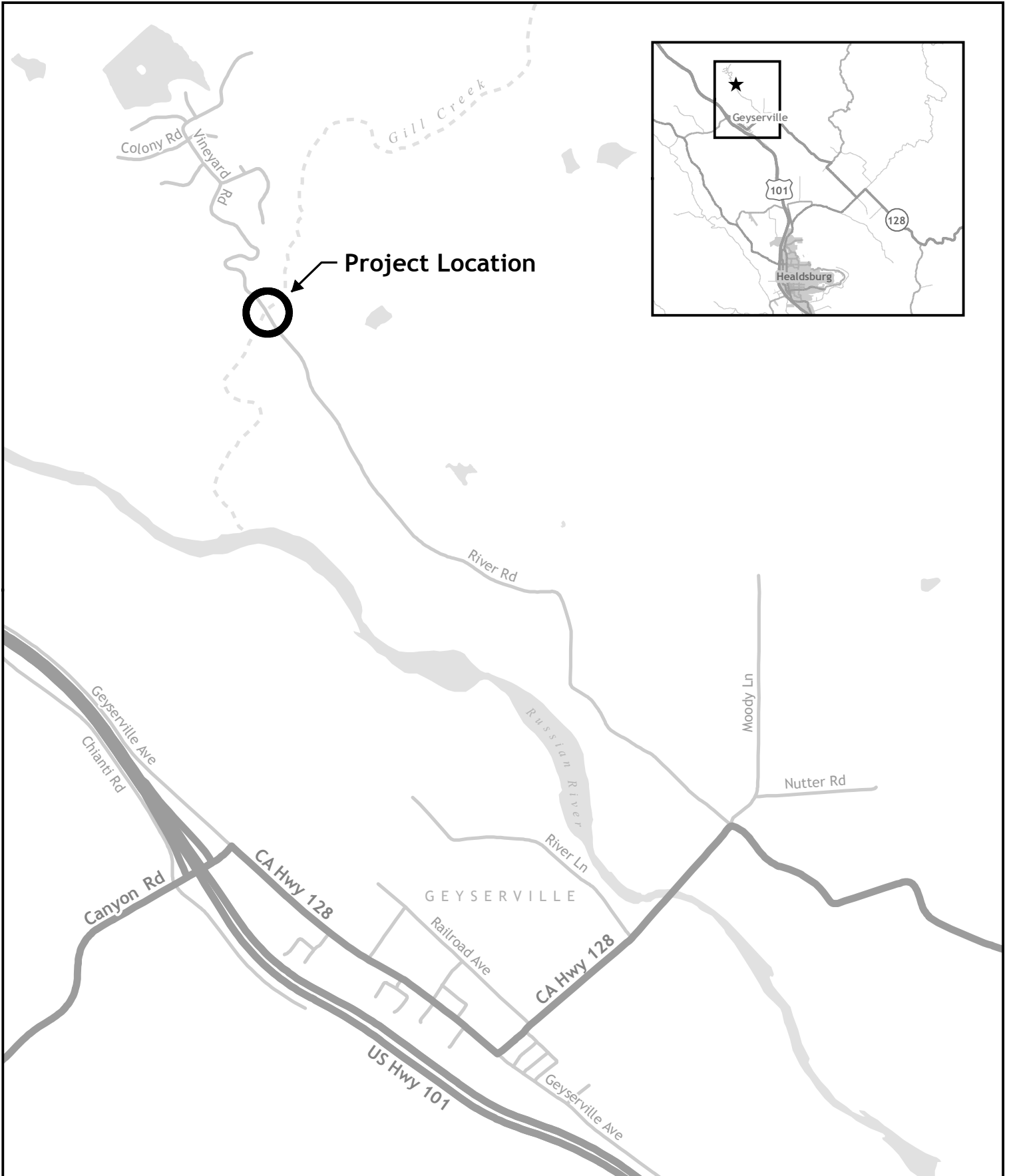
Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Location Map			
Related Items "On File" with the Clerk of the Board:			
Agreement			

Location Map





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: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Department of Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr., (707)565-3585

Supervisorial District(s):

Fifth

Title: County Service Area 41 Small Water Systems Improvements: Freestone and Salmon Creek Districts

Recommended Actions:

Authorize the Chair to execute a legal service and consulting agreement with bond counsel Richards Watson Gershon extending the agreement term from March 22, 2013 to June 30, 2014, in an amount not to exceed \$27,000.

Executive Summary:

The County executed an Agreement with Richards Watson Gershon (R.W.G.), in the amount not to exceed \$25,000, for legal services for advice on Prop 218 fee proceedings and preparation of the legal and bond documents needed to secure the U.S.D.A. grant/loan for the Salmon Creek Water District. Construction on improvements for the Salmon Creek water system has taken longer than anticipated because of the extensive environmental review required for the project. The Agreement expires on March 22, 2013. R.W.G. has agreed to extend the Agreement through June 30, 2014, on the same terms and conditions except for a modest increase (\$2,000) in the cap to cover the cost of unanticipated fee proceedings. Appropriations are available in the Salmon Creek Construction budget. This amendment was reviewed by County Counsel as to form.

Prior Board Actions:

2/21/12: Board held a public hearing to consider a use permit and coastal permit for the Salmon Creek Water Collection and Treatment System Improvement Project (“Project”) and approved a resolution adopting the mitigated negative declaration and approving the use permit and coastal permit for the Project. 9/29/10: Board approved a resolution authorizing the acceptance of a U.S.D.A. grant and/or loan for the implementation of the improvements to the Salmon Creek Water District System. 5/18/10: Board approved a resolution authorizing a budgetary adjustment of \$20,000 from the Salmon Creek Water District operations index to the construction index for the professional services agreement to submit the USDA pre-application.

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

Providing safe drinking water to residents living in the Salmon Creek area.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 27,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 27,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 27,000	Total Sources	\$ 27,000

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:
Amendment No. 1.

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

AMENDMENT TO LEGAL SERVICES AGREEMENT

This Amendment to Legal Services and Consulting Agreement (“Amendment”) is made by and between the County of Sonoma (“County”) on behalf of County Services Area No. 41, Salmon Creek, and Richards Watson Gershon, a professional corporation (“Attorneys”), amending the Legal Services and Consulting Agreement entered into between the parties on March 22, 2011. This Amendment will become effective on the date it is executed by the County.

RECITALS

WHEREAS, Attorneys specialize in public agency and municipal law and have significant experience and recognized expertise in public financing procedures and requirements; and

WHEREAS, County engaged services from Attorneys to assist in conducting financing proceedings, and creating financing documents, for improvements needed for the operation of the Salmon Creek water system (“the Project”); and

WHEREAS, the Project has not been completed within the time frame originally anticipated because of the extensive environmental review required by the Project, and the Agreement with Attorneys is about to expire; and

WHEREAS, Attorneys’ services are still required to assist in additional Proposition 218 proceedings required to provide funding for the Project, and to complete the financing for the Project:

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

AMENDMENT

1. Paragraph 2 of the Agreement is amended to read:

2. Compensation and Personnel. Compensation to Attorney shall be made based on an hourly rate as set forth in Exhibit A, which is incorporated herein by this reference, but in no event shall total compensation for the portion of work described in Paragraph 1(a) above exceed Seven Thousand Dollars (\$7,000), for services and expenses without prior written consent of County Counsel; and in no event shall compensation for services and expenses in excess of Eight Thousand Five Hundred Dollars (\$8,500) be approved without written

amendment of this Agreement. Compensation for the portion of work described in Paragraph 1(b) above shall be capped at \$18,500. The persons identified in Exhibit A are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Attorney shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

2. Paragraph 6 of the 6 Agreement is amended to read:

6. Term/Termination. This Agreement shall be in effect from the date of execution until June 30, 2014, unless terminated at an earlier date. This Agreement may be terminated by either party at any time without cause. All files, written material, and documents will be transferred to the County Counsel's office upon such termination. Attorney will be available to consult with the County's new attorney and/or with County Counsel with respect to facts, analysis and circumstances of the case for a reasonable time following termination, provided that Attorney is compensated at the hourly rate specified herein.

3. All other terms of the Legal Services Agreement shall remain in full force and effect.

4. Counterparts. This Amendment may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

COUNTY:

David Rabbitt,
Chair, Board of Supervisors

Date

ATTORNEYS:

By:
Richards Watson Gershon

Date

APPROVED AS TO FORM FOR COUNTY:

County Counsel

Dated:_____



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Thomas F. O’Kane, Jr., (707) 565-3585

Supervisorial District(s):

Fifth

Title: Right-of-Way Consultant Services for the Forestville Roundabout at Mirabel Road/State Route 116 Project.

Recommended Actions:

Approve and authorize the Chair to execute an Agreement for Professional Services between the County of Sonoma and Associated Right of Way Services, Inc. in an amount not to exceed \$127,000 with a term ending December 31, 2014 for performance of right-of-way services.

Executive Summary:

The Department is requesting that the Board authorize the execution of an agreement with Associated Right of Way Services (AR/WS) for an amount not to exceed \$127,000 with a term ending on December 31, 2014. The purpose of the agreement is to provide Real Property Appraiser services, Acquisition Specialist services and, if necessary, Relocation Specialist services related to the proposed improvements to the intersection of State Route 116 and Mirabel Road in the community of Forestville. Due to staffing shortages, the project will require the services of a private consultant to perform most of the right-of-way acquisition functions.

The overall project consists of installing a roundabout at the intersection of State Route 116 and Mirabel Road and improving both roads within the vicinity of the intersection to modern standards. The crest of the hill westerly of Mirabel Road will be lowered to improve sight distance and the roundabout will improve traffic safety and efficiency. The project improvements on SR 116 will extend approximately 850 feet west of the Mirabel Road intersection to 600 feet east of Mirabel Road. On Mirabel Road the improvements will extend approximately 275 feet north of SR 116. Sonoma County has contracted with HDR, Inc. as the engineer to design the improvements along with associated work for utility relocation and right-of-way engineering. The total cost of the project is estimated to be roughly \$6,000,000

It is anticipated that fee and easement acquisitions will be required from up to 10 subject properties in order to properly construct the project. TPW’s Supervising Right of Way Agent will manage the project an, conduct the necessary appraisals reviews, and prepare the formal reviews of the consultant’s

appraisals. The categories of service required to be performed by the private consultant will include Real Property Appraiser, Acquisition Specialist and, if necessary, Relocation Specialist. The total right-of-way process may extend up to 18 months. This project is on the state highway system and, therefore, Caltrans oversight of the right-of-way process is necessary.

TPW has established a list of on-call right-of-way consultants (via a competitive Request for Qualifications process) for projects that do not require a separate project-by-project competitive bid process for consultant selection. The Department received 11 responses for Real Property Appraiser services, 9 responses for Acquisition Specialist services and 7 responses for Relocation Specialist in response to the Request for Qualifications. Based upon the review of each proposal, consultants awarded placement on the on-call list based upon their demonstrated qualifications, knowledge, experience, cost, work plan, and other pertinent factors. Based upon this assessment and TPW's recent use and experience with AR/WS, staff recommends awarding this contract to them as they will be able to perform all of the required right-of-way functions on this project. This consultant has excellent qualifications and staff to effectively manage the complexities of the proposed project.

Caltrans typically requires local agencies to perform a project-by-project competitive bid process to obtain right-of-way consultants for work on the State Highway System. However, because TPW has recently used Associated Right of Way Services, Inc. (AR/WS) on the recent Highway 12 (State Route 12) Corridor Improvements Project, Caltrans will allow the County to use AR/WS for the subject project without going through a separate RFP process. AR/WS is on TPW's list of on-call right-of-way consultants in each of the categories of service necessary for this project. Funding components of this project are conditioned with specific deadlines, thus time is of the essence to initiate the right-of-way acquisition process.

The alternative to the selection of the proposed consultant is to select another consultant or contract with a qualified public agency approved by Caltrans that is available and has an adequate staff level. These alternatives would delay the project.

The funding for the project is a combination of local traffic mitigation and land development fees, along with a local transportation measure (Measure M) and Proposition 1B. Appropriations are available within the FY 12-13 Road Improvement budget.

The agreement has been reviewed and approved as to form by County Counsel.

Prior Board Actions:

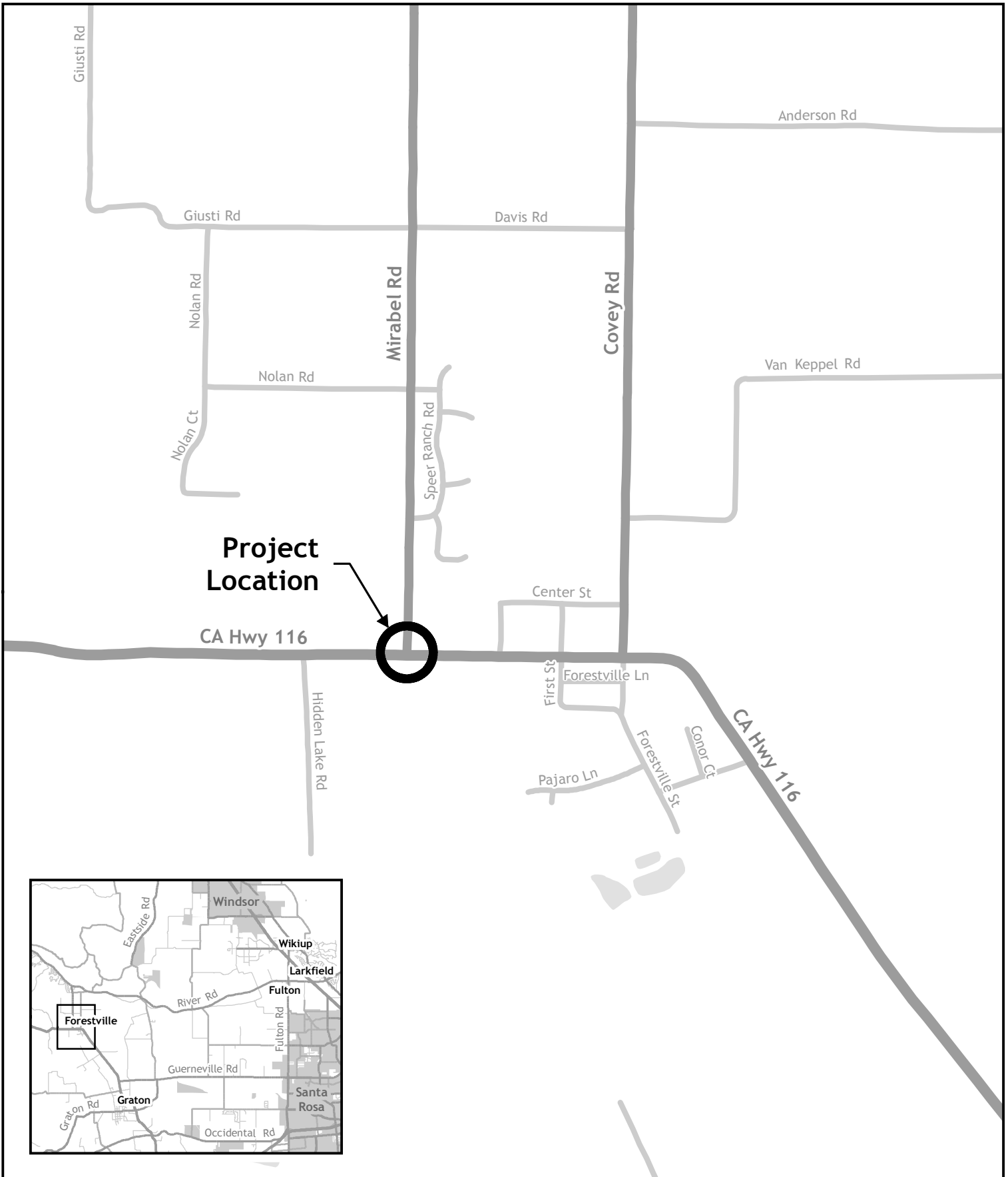
08/21/2012: Board approved the on-call list for ROW services; 6/14/2011: Board approved agreement with HDR Engineering, Inc. for engineering services for SR 116 at Mirabel Roundabout project

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

Project will increase safety of intersection and improve traffic flow.

Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 127,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 127,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 127,000	Total Sources	\$ 127,000
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:			
Location Map			
Related Items "On File" with the Clerk of the Board:			
Consultant agreement			

Location Map





County of Sonoma Agenda Item Summary Report

Agenda Item Number: 17
(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: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Supervisory District(s):

Bryan Albee, (707) 585-7516

Countywide

Title: FY 2013 California Transit Security Grant Program

Recommended Actions:

Approve resolution authorizing the Director of Transportation and Public Works to execute actions necessary for the purpose of obtaining state financial assistance provided by the California Emergency Management Agency (EMA) for Sonoma County Transit's on-board Video Security Systems for Fixed-Route Vehicles, and authorizing the Chair to execute the Authorized Agent Form required under the program.

Executive Summary:

The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006, approved by the voters as Proposition 1B, authorizes the State of California to issue general obligation bonds for specified purposes, including grants for transit system safety, security, and disaster response projects.

The California Government Code directs that one billion dollars be deposited in the Proposition 1B Transit System Safety, Security and Disaster Response Account. One hundred million dollars must be made available upon appropriation by the legislature to entities for eligible transit system safety, security, and disaster response projects. Sonoma County Transit's (SCT) share of these funds for FY 2012-2013 through the California Transit Security Grant Program is \$31,815.

The FY 2012-2013 California Transit Security Grant Program is administered by the California Emergency Management Agency (EMA). Sonoma County Transit submitted an application to the California EMA Security on January 15, 2013 requesting \$31,815 in FY 2013 California Transit Security Grant Program funds to purchase and install up to eight new video security systems for SCT's fixed-route vehicles.

While all of Sonoma County Transit's 30-foot and 40-foot fixed-route vehicles currently have on-board video security systems, several are no longer functioning properly and need to be replaced. On-board video security systems are commonplace on public transit systems as they are an effective tool for monitoring vehicle operations and customer service, and provide enhanced security for drivers and passengers.

The California EMA will not approve an allocation of California Transit Security Grant Program funds to Sonoma County Transit until a project funding plan has been provided that demonstrates that the funds are expected to be available and sufficient to complete the project. A project funding plan must include completed California EMA Financial Management Forms, an Authorized Agent Form, an Assurances Form, and a Governing Body Resolution.

Prior Board Actions:

06/19/12: Resolution adopted by the Board of Supervisors authorizing any actions necessary to obtain state financial assistances from the California EMA for Sonoma County Transit’s Bus Yard Security Gates project. Resolution No. 12-0333.

Strategic Plan Alignment:

Goal 1: Safe, Healthy, and Caring Community

State financial assistance for new video security systems for fixed-route vehicles will help to ensure the provision of a safe, reliable, comfortable and cost-effective public transit system for residents and visitors.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	Select an item.	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 31,815
292169-6894	\$ 31,815	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 31,815	Total Sources	\$ 31,815

Narrative Explanation of Fiscal Impacts (If Required):

If approved appropriations will be included in the FY 12-13 Consolidated Third Quarter Adjustments.

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:

Project Application, Assurances Form, Authorized Agent Form



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Director Of Transportation And Public Works and The Transit Systems Manager
To Execute For And On Behalf of The County of Sonoma Any Actions Necessary For The Purpose
Of Obtaining State Financial Assistance Provided By The California Emergency Management
Agency For Sonoma County Transit's Video Security Systems for Fixed-Route Vehicles Project,
And Authorizing The Chair To Execute The Authorized Agent Form On File With The Clerk.

Whereas, The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including funding for transit system safety, security, and disaster response projects; and

Whereas, The California Government Code directs that one billion dollars be deposited in the Proposition 1B Transit System Safety, Security, and Disaster Response Account and one hundred million dollars must be made available upon appropriation by the legislature to entities for eligible transit system safety, security, and disaster response projects; and

Whereas, the California Emergency Management Agency (Cal EMA) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

Whereas, Sonoma County Transit's share of CTSGP funds for FY 2013 is \$31,815, which is to be used for Video Security Systems for Fixed-Route Vehicles; and

Whereas, to receive an allocation of CTSGP funds, Cal EMA requires the County of Sonoma/Sonoma County Transit to complete and submit a Governing Body Resolution for the purposes of identifying agents authorized to act on behalf of the County of Sonoma/Sonoma County Transit to execute actions necessary to obtain CTSGP funds from Cal EMA and ensure continued compliance with Cal EMA CTSGP assurances, and state and federal laws.

Now, Therefore, Be It Resolved that the Chair is hereby authorized by the Board of Supervisors to execute the Authorized Agent Form on file with the Clerk, and the Director of Transportation and Public Works and the Transit Systems Manager are hereby authorized by the Board of Supervisors to execute for and on behalf of the County of Sonoma, a public entity established under the laws of the State of California, take any actions necessary for the purpose of obtaining financial assistance provided by the Cal EMA under the CTSGP.

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: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors – (707) 565-2241

Supervisorial District(s):

Title: Minutes

Recommended Actions:

Approval

Executive Summary:

Approval of Minutes –

1. Approve the Minutes of the Meeting of February 26, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma County Public Finance Authority, Sonoma County Water Agency, and Board of Supervisors; and
2. Approve the Minutes of February 26, 2013 for the Board of Directors of the Sonoma Valley County Sanitation District.

Prior Board Actions:

None

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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):

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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):

None

Attachments:

Minutes of February 26, 2013

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

None

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

TUESDAY

FEBRUARY 26, 2013

8:30 A.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, and as the governing board of all special districts having business on the agenda to be heard this date.

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, 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. Closed session items may be added prior to the Board adjourning to closed session. 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.

8:32 A.M. CALL TO ORDER

8:32 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Supervisors Gorin, Rabbitt, Zane, McGuire, and Carrillo.
(All Supervisors Were Present)

Supervisors Absent: Susan Gorin

Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Chairman Rabbitt announced that Consent Item #16 - Joint Agreement for Janitorial Services, was pulled from the agenda.

He also announced a correction to the title for Consent Item #28 Workers' Compensation Self-Insured Program. The agreement amount should reflect \$3,005,398 (not \$2,870,400).

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire announced he traveled to Washington D.C. to meet with Fish and Wildlife Services; attended the Library Joint Powers Agreement (JPA) Review Advisory Committee meeting; and announced the Open House for the Highway 101 Inter Change Project on February 14th.

8:36 A.M. Supervisor Carrillo left the meeting.

8:37 A.M. Supervisor Carrillo and Supervisor Gorin joined the meeting

Supervisor Zane announced she attended the Bay Area Air Quality Management Board Meeting; attended a celebration and recognized former Third District Supervisor Helen Rudee; attended the Sonoma County Waste Management Agency Board meeting; attended the Sonoma Marin Area Rail Transit (SMART) meeting; and attended a special hearing from California Air Resources Board. She also announced the opening of Taylor Mountain.

Supervisor Gorin announced she met with legislators in Sacramento to discuss potential funding for a water bond; attended the California State Association of Counties (CSAC) New Supervisor Institute; attended the First 5 Commission meeting; and attended the Successor Oversight Committee meeting.

BOARD MEMBER ANNOUNCEMENTS (Continued)

Supervisor Carrillo reported he attended the California Coastal Conservancy meeting; met with the Sonoma County Water Agency General Manager and Executive Director of Association of California Water Agencies regarding the water bond issue; participated in Congressman Thompson's Immigration Reform forum for local communities; and attended the California State Association of Counties Board of Directors meeting.

Chairman Rabbitt reported he traveled to Washington D.C. and met with: staff of Congressman Thompson, Senator Feinstein, Senator Boxer, the USDA Assistant Chief of Natural Resources Conservation Service, attended a meeting on behalf of the North Bay Water Reuse Authority, met with Senate Committee on Appropriations and met with the Chief of Division of Consultation Fish and Wild Life Service. On behalf of the County, he also attended meetings on Healdsburg Dam work and Sonoma County Airport issues. He announced he attended the Sonoma County Water Agency Strategic Plan Workshop; attended meetings in Sacramento on behalf of the Water Reuse Authority; attended the SMART Board of Directors meeting; attended the CSAC Board of Directors meeting; attended the Gold Gate Bridge Highway Transportation District Board meetings and, attended a meeting in Sacramento regarding Fish and Wildlife Services.

III. CONSENT CALENDAR (Items 1 through 48)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 8)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming March 11-17, 2013 as Mediation Week in Sonoma County. (Second District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0045

2. Adopt a Gold Resolution proclaiming March 2013 as Big Read, Sonoma County Month. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0046

3. Adopt a Gold Resolution proclaiming March 2013 as Women's History Month in Sonoma County. (Human Resources)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0047

CONSENT CALENDAR (Continued)

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Gold Resolution recognizing Pat Gilardi for her service on the Cotati City Council. (Second District)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0048
5. Adopt 25 Gold Resolutions acknowledging entities for their significant work in promoting the implementation of the Upstream Investments Policy. (Human Services)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0049 a-y
6. Adopt a Gold Resolution declaring March 18 through March 24, 2013 as Sonoma County Restaurant Week, an event that has, and continues to celebrate the excellence of Sonoma County food and restaurants. (Economic Development Board)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0050
7. Adopt a Gold Resolution celebrating the 95th birthday of former Supervisor Helen Rudee on February 20, 2012, and recognizing her many contributions to the wellbeing of Sonoma County and its residents. (Third District)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0051
8. Adopt a Gold Resolution honoring Bryan E. Reynolds as the Annual Crime Prevention 2013 Police Officer of the Year. (Second District)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0052

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

9. Adopt a Resolution approving a Right of Entry Agreement with the State of California in connection with the Marin-Sonoma Narrows US-101 Project and Authorizing the Chair of the Board of Directors to execute said agreement (A.P.N. 019-340-001, 019-350-006, and 019-350-009). (4/5 vote required) (Second District)
Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0053

CONSENT CALENDAR (Continued)

10. Adopt a Resolution revising the conflict of interest code for the Sonoma County Agricultural Preservation & Open Space District, updating list of designated positions.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0054

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

11. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute, on behalf of the District, a third amendment to construction contract administration services agreement, increasing the contract amount by \$20,000 for a not-to-exceed total of \$305,000 for a term ending December 31, 2013, to complete the Healdsburg Ridge Open Space Preserve Capital Improvements; and Authorize the Director of Regional Parks Department to execute the third amendment on behalf of the County. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

12. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an agreement for services with Sonoma County Regional Parks Department for land maintenance services for district-owned properties for the period of March 1, 2013 through February 28, 2016, for a total not to exceed \$60,000.

Board Action: Approved as Recommended

UNANIMOUS VOTE

SONOMA COUNTY WATER AGENCY

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

13. Authorize Chair to execute an agreement with Industrial Waste & Debris Box Rentals, Inc., dba Industrial Carting to provide rag bin and sludge hauling services for Airport-Larkfield-Wikiup Sanitation Zone Wastewater Treatment Plant in the amount of \$255,000 (\$85,000 each year for 3 years) agreement terminates on December 31, 2015. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

14. Authorize the Chair to execute an agreement with Leslie S. Palencia, dba Palencia Consulting Engineers to provide consultant services for the completion of a Watershed Sanitary Survey Update for the amount of \$67,035; agreement terminates on December 31, 2013.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

15. Authorize the Chair to execute an agreement with Columbia Analytical Services to provide sediment testing and laboratory services for the amount of \$120,000; agreement terminates on March 1, 2015.

Board Action: Approved as Recommended
UNANIMOUS VOTE

RUSSIAN RIVER COUNTY SANITATION DISTRICT
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, K. Brown)

16. Authorize the Chair to execute a joint agreement with the City of Santa Rosa to contract for janitorial services in the amount of \$274,793; agreement terminates on February 28, 2015; and Authorize the General Manager to amend the agreement provided amendments do not cumulatively increase the total cost by more than \$15,000 and do not substantially change the scope of work. (First, Fourth, Fifth Districts)

Item #16 was pulled from the agenda.

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, K. Brown)

17. Authorize the General Manager to execute an agreement for contract services between the Sonoma County Water Agency, the Sonoma Valley County Sanitation District, and the Association of Bay Area Governments to provide a staff member for the San Francisco Bay Regional Water Quality Control Board to work full-time on Sonoma County Water Agency and Sonoma Valley County Sanitation District matters (\$336,628; agreement terminates on June 30, 2015). (First and Second Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Sonoma Valley County Sanitation District:
Board Action: Approved as Recommended
AYES: Gorin, Rabbitt
ABSENT: Brown

CONSENT CALENDAR (Continued)

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

18. Authorize the Chair to execute an agreement with Environmental Science Associates to provide environmental services for the Sonoma Valley Recycled Water Project in the amount of \$40,000; agreement terminates on December 31, 2015. (2/3 vote required) (First District)

Board Action: Approved as Recommended

AYES: Gorin, Rabbitt

ABSENT: Brown

BOARD OF SUPERVISORS

19. Approve changes to Ad-Hoc, Standing Committees and Board Assignments for members of the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency for the year 2013.

Board Action: Bifurcate the recommended action and approve the revised appointments to the Building Economic Success Together Board, Upstream Investments Committee and the Water Advisory Committee and continue the discussion of Ad-hoc and Standing Committees to a later date.

UNANIMOUS VOTE

COUNTY ADMINISTRATOR / ECONOMIC DEVELOPMENT BOARD

20. Adopt Resolution designating the Cultural Arts Council of Sonoma County as the local partner to the California Arts Council through June 30, 2013, and direct staff to develop a strategic plan to encourage economic development in the county through arts and cultural activities promotion.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0055

COUNTY COUNSEL

21. Conflict of Interest Code Amendments - (A) Adopt a Resolution approving conflict of interest code amendments to delegate filing officer duties for statements of economic interests (Form 700) as authorized by state law to the agencies that designate those employees in their conflict of interest codes requiring all of the individuals listed in an agency's conflict of interest code to file their Form 700s with their own agency. (B) Adopt 16 Resolutions approving conflict of interest code amendments for the Sonoma County Agricultural Preservation & Open Space District, Sonoma County Water Agency, Sonoma

CONSENT CALENDAR (Continued)

Item # 21 Continued

County Employees' Retirement Association, Sonoma County Tourism Bureau, Sonoma County Library, Gold Ridge Resource Conservation District, Southern Sonoma County Resource Conservation District, Windsor Water District, Russian River Fire Protection District, Sonoma Valley Hospital, Santa Rosa City Schools, Cloverdale Unified School District, Cotati-Rohnert Park Unified School District, Bennett Valley Union School District, Rincon Valley Charter School, West Sonoma County Union High School District.

Board Action: Approved as Recommended

UNANIMOUS VOTE

(A) Approved by Resolution No. 13-0056

(B) Approved by Resolution No. 13-0057, 13-0058, 13-0059, 13-0060, 13-0061, 13-0062, 13-0063, 13-0064, 13-0065, 13-0066, 13-0067, 13-0068, 13-0069, 13-0070, 13-0071, 13-0072

22. Adopt a Resolution revising the conflict of interest code for the County of Sonoma and updating the list of designated positions.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0073

23. Adopt a Resolution approving Del Rio Woods Recreation and Park District's request for a small agency exemption from the conflict of interest code requirements. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0074

24. Authorize the Chair to execute a second amendment to the legal services agreement with Nixon Peabody LLP for legal services related to the litigation entitled Mishewal Wappo Tribe of Alexander Valley v. Salazar, U.S. District Court (N.D. Cal.), Case No. 5:09-cv-02502-EJD, to extend the contract term through July 30, 2014 and increase the not to exceed amount by \$125,000.

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES

25. Authorize the Chair to execute a consulting contract with Stantec Architecture for the design, constructions documents, and construction administration service for the Rockpile Road Tower and Vault project for \$40,300 through June 30, 2014. (Fourth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

GENERAL SERVICES
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

26. Authorize the Chairs of the Board of Supervisors/Directors of the Sonoma County Water Agency to execute the Memorandums of Understanding with Strategic Energy Innovations, to support the development and evaluation of an aggregated solar procurement solicitation for public agency facilities and to allow those facilities to participate in the Sustainable Energy and Economic Development Fund program (\$0, agreement shall expire on the later of the second anniversary of the effective date, or 365 days after the completion of the Procurement Process).

Board Action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

27. Authorize the Director of the Department of Health Services to approve the fifth amendment to an agreement with Laurie Hiatt in an amount not to exceed \$15,245 and expanding the scope of work to include Supplemental Nutrition Assistance Program-Education (SNAP-Ed) food access community assessment and program services for a new not to exceed contract total of \$108,535 for the period August 15, 2008 to December 31, 2013; and Authorize the Director of the Department of Health Services to approve the first amendment to an agreement with Santa Rosa Memorial Hospital in an amount not to exceed \$126,098, expanding the scope of work to include SNAP-Ed community engagement and mentoring services, and extending the contract term by thirty-three months for a new not to exceed contract total of \$181,103 and end date of September 30, 2016.

Board Action: Approved as Recommended
UNANIMOUS VOTE

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)

28. Authorize the Chair to execute an agreement with Northern Claims Management, LLC to provide workers' compensation claims administration and managed care services for a forth (40) month term from March 1, 2013 through June 30, 2016, not to exceed \$2,870,400.

Chairman Rabbitt announced a correction to the title for Consent Item #28 The agreement amount should reflect \$3,005,398.

CONSENT CALENDAR (Continued)

Item #28 Continued

Board Action: Authorize the Chair to execute an agreement with Northern Claims Management, LLC to provide workers' compensation claims administration and managed care services for a forth (40) month term from March 1, 2013 through June 30, 2016, not to exceed \$3,005,398.

Board Action: Approved as Recommended
UNANIMOUS VOTE

INFORMATION SYSTEMS

29. Make findings that the proposed Memorandum of Understanding between the County of Sonoma and the County of Alameda, which provides reciprocal use of data center floor space for purposes of disaster and business recovery, (A) is in the public interest, and (B) will not substantially conflict with or interfere with Sonoma County's use of the Sonoma County data center, and authorize the Chair to execute the Memorandum of Understanding.

Board Action: Approved as Recommended
UNANIMOUS VOTE

30. Authorize the Information Systems Director to execute a professional services agreement with COMgroup, Inc. for technical specifications and project implementation of an enterprise telecommunications system, for a total not to exceed \$163,485 for the term February 27, 2013 to February 26, 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

PERMIT AND RESOURCE MANAGEMENT

31. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between two parcels under Williamson Act contract owned by A. Rafanelli Winery and Vineyards LP and Douglas Rafanelli for property located at 4865 W. Dry Creek Road, Geyserville. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 13-0075

REGIONAL PARKS

32. Authorize the Chair to execute the contract for the Hudeman Slough Boat Launch Facility preliminary engineering and design to Noble Consultants, Inc. in the amount of \$47,286. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

33. Approve the modified Caltrans cooperative agreement for the County's portion of the signalization and associated intersection improvements at Highway 12 and Madrone Road. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

34. Authorize the Chair to execute the second amendment to the agreement with Russian River Utility for water systems operation and maintenance for CSA #41 Zones of Benefit, Fitch Mountain, Freestone, Jenner, and Salmon Creek Water Districts adding customer service tasks at a cost of \$30,000 per fiscal year, and increasing the total annual contract upper limit to \$400,000 per year, with contract terms expiring June 30, 2015. (Fourth and Fifth Districts)

Board Action: Approved as Recommended
UNANIMOUS VOTE

MISCELLANEOUS

35. Approval of Minutes - (A) Approve the minutes of the meeting of January 29, 2013 for the Sonoma County Water Agency and Board of Supervisors. (B) Approve the Minutes of the Meeting of January 29, 2013 of the Sonoma Valley County Sanitation District. (C) Approve the minutes of the meeting of February 5, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Occidental County Sanitation District, Sonoma County Water Agency, South Park County Sanitation District, and Board of Supervisors. (D) Approve the Minutes of the Meeting of February 5, 2013 of the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 36 through 48)

36. Appoint Donna Chicka to the Community Development Committee as a tenant representative for a two year term. (Community Development Commission)

Board Action: Approved as Recommended
UNANIMOUS VOTE

37. Accept the Sonoma County Maternal, Child and Adolescent Health Annual Report for Fiscal Year 2011-2012; and Appoint Sarah Hollister, Renee McKenna, Jeff Miller, Amanda Silva, and Marta Flax Tilling to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years; and Reappoint Grace Harris, Jeanette Koshar, Rory Gibbens-Flores, Mignon Evans, Carol Simmons, Annie Nicol, Karla Fittipaldi, Adrienne

CONSENT CALENDAR (Continued)

Item #37 Continued

Davis, Terese Voge, and Ed Sheffield to the Sonoma County Maternal, Child and Adolescent Health Advisory Board for a term of two years. (Health Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

38. Appoint Chanchal Dola to the Alcohol and Drug Problems Advisory Board for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

39. Appoint Kristen Noel to Advisory Board on Alcohol and Drug Problems for a three year term, effective February 26, 2013 through February 25, 2016. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

40. Appoint Michael Nicholls to the Economic Development Board for a coterminous term beginning February 26, 2013. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

41. Appoint Christopher Kerosky to the Commission on Human Rights from February 26, 2013 through February 26, 2015. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

42. Appoint Ramon Meraz to the Commission on Human Rights from February 26, 2013 through February 26, 2015 (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

43. Appoint Ed Liebig to the Spud Point Marina Advisory Board beginning February 26, 2013 at the pleasure of the Board. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

44. Appoint Joe Bartolomei to the Sonoma County Tourism Board from February 26, 2013 through December 31, 2014. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

45. Appoint Eric Koenigshofer to the Agricultural Preservation and Open Space Fiscal Oversight Committee from February 26, 2013 through February 26, 2015. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

46. Appoint Herman Hernandez to the Parks and Recreation Advisory Commission from February 26, 2013 through February 26, 2015. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

47. Reappoint Kathy Smith to the Mental Health Board from February 26, 2013 through December 31, 2014. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

48. Reappoint Jeffrey Holtzman to the Agricultural Preservation and Open Space Advisory Committee from December 15, 2012 through December 15, 2014. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 49 through 56)

CHILD SUPPORT SERVICES

49. Recognize Sonoma County Department of Child Support Services for receiving the "Top Overall Performance - Medium Size County," "Top Ten County - Statewide," and "Most Improved - Medium Size County" from the California Department of Child Support Services.

9:28 A.M.

Present: Julie Paik, Child Support Services Director and Lupe Gonzales, Bay Area State Regional Director, Child Support Services

Information Only.

TRANSPORTATION AND PUBLIC WORKS

50. Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance to set a speed limit on Somers Street in the community of Fulton between D Street and River Road. (#88009). (Fourth District) (First Reading)

9:38 A.M.

Present: Tom O'Kane, Interim Director of Transportation and Public Works

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0076

ECONOMIC DEVELOPMENT BOARD

51. Receive presentation of the Tourism Annual Report for 2012 and 2013 Marketing Plan prepared by Sonoma County Tourism and update on ongoing program initiatives.

9:41 A.M.

Present: Ben Stone, Executive Director of Economic Development Board; Ken Fischang, President/CEO, Sonoma County Tourism; Mark Crabb, Director of Sales, Sonoma County Tourism; and Tim Zahner, Chief Marketing Officer, Sonoma County Tourism

Information only.

10:24 A.M. The Board recessed.

10:41 A.M. The Board reconvened

REGULAR CALENDAR (Continued)

AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR

52. Conduct a public hearing and adopt a Resolution approving the issuance of tax exempt bonds by the California Enterprise Development Authority (CEDA), in an aggregate principal amount not to exceed \$9,000,000, to finance and refinance various capital facilities owned by Progress Foundation. The issuance of the proposed bonds will not be an obligation of the County. (First District)

Present: David Sundstrom, Auditor-Controller-Treasurer-Tax Collector

10:43 A.M. Public Hearing opened

10:43 A.M. Public Hearing closed

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0077

TRANSPORTATION AND PUBLIC WORKS

53. Conduct a public hearing and adopt a Resolution approving and adopting Sonoma County Transit's Fiscal Year 2012 - 2021 Short Range Transit Plan Update.

10:43 A.M.

Present: Bryan Albee, Transit System Manager; and Steven Schmidt, Sonoma County Transit

10:58 A.M. Public Hearing opened

Bob Williamson

Rio Molina

10:59 A.M. Public Hearing closed

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0078

HUMAN SERVICES

54. Accept Upstream Investments Progress Report and Next Steps for 2013 and Indicators of Success 2012 Update.

11:25 A.M.

REGULAR CALENDAR (Continued)

Item #54 Continued

Present: Jerry Dunn, Director of Human Services, and Marla Stuart, Human Services Division Director

Speakers:

Mike Kallhoff, CEO, United Way of Wine Country

Dr. BJ Bishop

Lisa Carreno, Executive Director, Scholarship Sonoma County

Kellie Noe, Department of Health Services

Rio Molina

Susan Katz, 4Cs Sonoma County

Laura Magnusdottir, 4Cs Sonoma County

Matt Martin, Social Advocates for Youth

Board Action: Approved as Recommended

UNANIMOUS VOTE

COUNTY ADMINISTRATOR

55. Receive report from Bartel Associates conducting an actuary analysis of the effects of the changes to pensionable compensation as directed by the August 2012 Resolution of Intent for all represented employee groups and employees covered by the salary resolution and other ordinances such as Board of Supervisors, Department Heads, administrative management, confidential and unrepresented.

12:10 P.M.

Present: Chris Thomas, Assistant County Administrative Officer; and Marilyn Oliver, and Mary Beth Redding from Bartel Associates

Information Only.

BOARD OF SUPERVISORS

56. Approve Fee Waiver of \$4,347 for the Forestville Youth Park Annual Parade and Barbeque (Fifth District)

12:25 P.M.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Chairman Rabbitt announced that the Board would reconvene for the afternoon session at 2:15 P.M.

12:25 P.M. The Board recessed to Closed Session.

V. CLOSED SESSION CALENDAR (Items 57 through 67)

Counsel Goldstein reported out on closed session items considered by the Board on February 5, 2013, matters #35 and #37, that the Board continued to the Closed Session meeting of February 7, 2013.

35. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(c)). (Continued from 2/5/13)

Board Action: Authorize to initiate litigation to file a request for injunction regarding SEIU's threat to strike.

UNANIMOUS VOTE

37. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)). (Continued from 2/5/13)

Direction given to Labor Negotiators.

57. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: In re the Worker's Compensation Case: Theodore Walker, WCAB: ADJ1001833 (Govt. Code Section 54956.9(a)).

Board Action: Approve the settlement of Theodore Walker's workers' compensation claims by way of Stipulation with Request for Award in the amount of \$50,850. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

58. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: In re the Worker's Compensation Case: David Dupont, WCAB: ADJ6499174 (Govt. Code Section 54956.9(a)).

Board Action: Approve the Compromise and Release settlement of David Dupont's workers' compensation case in the amount of \$99,500, with a provision for up to \$8,000 for a retraining voucher. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

59. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: In re the Worker's Compensation Case: Dan Wolfe, WCAB: ADJ7647697 (Govt. Code Section 54956.9(a)).

CLOSED CALENDAR (Continued)

Item #59 Continued

Board Action: Approve the Compromise and Release settlement of David Dupont's workers' compensation case in the amount of \$99,500, with a provision for up to \$8,000 for a retraining voucher. Direction was also given to the Risk Manager to execute all documents necessary to effectuate the settlement.

UNANIMOUS VOTE

60. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Mateos-Sandoval v. County of Sonoma - U.S. District Court, Northern District of California, Case No. C11-5817 THE. (Govt. Code Section 54956.9(a)).

Board Action: Approve an appeal on the immunity issue to the 9th Circuit Court of Appeals.

UNANIMOUS VOTE

61. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Guerrero v. Weber, et al. Sonoma County Superior Court Case No. SCV-248680. California Court of Appeal Case No. A133202 Govt. Code Section 54956.9(d)(1)).

Board Action: Approve the filing of a petition for review of the California Supreme Court of the Court of Appeals decision in the case of Guerrero v. Weber, et al. Sonoma County Superior Court Case No. SCV-248680.

UNANIMOUS VOTE

62. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation Litigation (Govt. Code Section 54956.9(d)).

Board Action: Ratify a settlement agreement whereby SEIU withdraws a threat to strike in exchange for the County withdrawing its request for an injunction relief.

UNANIMOUS VOTE

63. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction given to Labor Negotiators.

CLOSED CALENDAR (Continued)

64. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Director of Transportation and Public Works. Agency Negotiator: Wendy Macy, Human Resources Director and Norm Roberts, Roberts Consulting (Govt. Code Section 54957).

Direction given to staff.

65. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Public Defender. (Govt. Code Section 54957).

Direction given to staff.

66. Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Sonoma County Association of Retired employees v. County of Sonoma U.S. District Court, Northern District of California No. C 09-04432 CW (Govt. Code Section 54956.9(a)).

Direction given to Counsel and staff.

67. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: County Administrator (Govt. Code Section 54957).

Direction given to staff.

VI. REGULAR AFTERNOON CALENDAR (Items 68 through 72)

2:22 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo
Present: Bruce Goldstein, County Counsel and Veronica A. Ferguson, County Administrator,

68. Report on Closed Session.

County Counsel Bruce Goldstein announced that Closed Session on Items 68-72 would reconvene after the afternoon items were heard and report out after Closed Session.

69. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board 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.)

2:23 P.M. Public Comment Opened

Robert Giusti
Vanae Nelson
James Ingegneri
Rio Molina
Deborah
Vickie Brown
Nancy M Prebilich
Tony Gerald
Peter Tscherneff
Bob Williamson
Colleen Fernald

2:46 P.M. Public Comment Closed

70. 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) Administrative Determinations of the Director of Permit and Resource Management
No Acts and Determinations were acted on or reviewed.

HEALTH SERVICES

71. Sonoma County Oral Health Update

2:47 P.M.

Present: Dr. Lynn Silver Chalfin, Health Officer

REGULAR AFTERNOON CALENDAR (Continued)

Item #71 Continued

Speakers:

Anthony Fernandez, MD
Walt Mills, MD
Dan Gerous
Ezbon Jen
Susan Cooper
Howard Pollick
Deborah
Lou Montgomery
Sheri Creekmore
Karen Hudson
James Simonds
Martin VanTasell
Alan Friedman
Karen H Shames
Naomi Fuchs
Pedro Toledo
Anne Durham
David Smith
Stacey Stirling
Gail Hartman
Ernest Newbrun
Ray Morgan
Kirk Pappas
Marie Mulligan
Penny Vanderwolk
Meredith Keischnick
Rio Molina
Viveka Rydell
Chris DeGabriele
Greg Mlynarczyk, DDS
Jim Jorissen
Michael Hilber
Elizabeth VanDyke
JK Karrman
Tamara Davis
David Feere
Art Koenig
James Bennett
George Hebert
Sean Kallaway
Lisadown Marble
Merrilyn Joyce
Bob Rawson

REGULAR AFTERNOON CALENDAR (Continued)

Item #72 Continued

Brenda Adelman
Stephen Fuller-Rowell
Marlene Lily
Larry Hanson
Ellen Van Allen
Lou_____
Jane Nielson
Vesta Copestakes
Jeff Millen
Carey Caccavo Wheaton Handout
Barbara DeIonno
Colleen Fernald
Patricia Dines Handout
Andre Hermstad
Darren Shipley
Maxwell Church
George Noble
Katrina Phillips
Sue_____
Dr. Robert Rowen

4:23 P.M. Supervisor Zane left the meeting

4:33 P.M. Supervisor Zane returned to the meeting

5:24 P.M. The Board recessed

5:41 P.M. Board reconvened

The Board directed staff to determine upfront costs and develop a financial plan, provide information on health risks, environmental impacts, and health impacts to pets, explore alternatives, expand the Advisory Groups' role to explore available funding sources and include measures of success in the marketing and outreach components.

Board Action:

- A) Accept staff report on continuing efforts related to oral health, and authorize various activities relating to promoting and advancing oral health in Sonoma County, including: an agreement with Community Action Partnership to lead community-based oral health activities (\$90,000, January 1, 2013 through December 31, 2014); an agreement with The Lew Edwards Group to develop a public education campaign related to oral health efforts (\$70,000, March 1, 2013 through December 31, 2013)
- B) Direct staff to continue efforts to analyze the potential of fluoridation in Sonoma County including: convening an advisory committee to provide guidance on the fluoridation assessments, planning and implementation process, and enter into an agreement with California State University, Sacramento to facilitate the advisory committee and discussion with water retailers and community stakeholders (\$54,936, March 1, 2013 to June 30, 2015); and an agreement with MWH Americas, Inc. to develop a Preliminary Engineering

REGULAR AFTERNOON CALENDAR (Continued)

Item #71 Continued

Design Report for fluoridation of Sonoma County Water Agency's drinking water supply (\$102,970, March 1, 2013 to September 30, 2013).

UNANIMOUS VOTE

7:20 P.M. The Board recessed to Continued Closed Session.

8:45 P.M. The Board reconvened from Continued Closed Session.

Counsel Goldstein announced that he would be reporting out on two closed session matters (#35 and #37) that the Board considered at the February 5, 2013 meeting that were continued to the Closed Session meeting of February 7, 2013. He also reported out on Closed Session items # 57-67.

72. ADJOURNMENTS

8:50 P.M. The Board adjourned the meeting in memory of Bob Adams, Remo Nichole Patri, Donald Bruce Geddes, and Jonathan Glass. The meeting was adjourned to March 12, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy of the Board



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services and General Services Departments

Staff Name and Phone Number:

Mark Aston, 565-1157/Jose Obregon, 565-3242

Supervisorial District(s):

Fifth

Title: Annapolis Fire Station

Recommended Actions:

Approve the Fire and Emergency Services' Annapolis Fire Station construction project to be built at the Transportation and Public Works' Annapolis Road Yard.

Executive Summary:

The Fire and Emergency Services Department (County Fire) is requesting the Board of Supervisors approve the capital project that would fund construction for the Annapolis Fire Station at the Transportation and Public Works' (TPW) Annapolis Road Yard. This fire station would replace the two temporary garages that currently house the fire apparatus.

The current temporary garages are in a location which has no electricity, restroom facilities or concrete floor. The garages are inadequate to house fire apparatus as evidenced by the continual rodent problems that have rendered the apparatus unusable on several occasions because of electrical wiring that has been eaten. There have also been several instances of personal protective equipment that has been eaten or nested in, placing fire personnel at potential risk from health hazards carried by, and left behind by, the rodents. This potential health problem for the firefighters as well as the cost burden incurred by County Fire for replacement of equipment and decontamination of the vehicles which is neither sustainable nor operationally acceptable. To add to the challenge County Fire has acquired a water tender for the Annapolis Fire Company and no structure currently in which to house it.

The station being designed would be located at the TPW Road Yard in Annapolis. The station will consist of a 32' X 60', four-bay garage with lights. The new station would allow all apparatus to be housed in a clean and secure environment. The garage will have ventilation for the vehicle exhaust and storage areas for the equipment that is now stored at various firefighter residences. The ability to store the protective clothing properly on site will reduce the recurrent costs associated with the vermin in the

current structures and facilitate the management of all fire equipment and clothing.

County Fire has developed a use agreement with TPW to provide space for the station. The design and construction of the facility is managed by General Services Facilities Development and Management. Upon Board approval, this project will move forward with the design for a type 3 fire station. A type 3 fire station is a functional fire facility capable of supporting one volunteer fire company without providing living quarters. This type of facility will not support 24 hour/7 day staffing. Instead the facility will serve as the fire crew assembly point for response to calls for service. If approved, we expect to complete and occupy the facility in late fall/early winter 2014.

The initial conceptual design for this project assumed a three-bay garage building constructed on a flat site with minimal site improvement requirements. Based on this initial conceptual design, the project was budgeted for \$500,000. Following the Board's approval of funding for the project in June 2012, additional research and project development was completed. Development of a more detailed project definition and work scope identified certain necessary scope changes. These changes included the addition of an office/storage building with inside toilet facilities and the relocation of the facility to another portion and topographically more challenging location within the site to make better use of the shared site with TPW. These changes required additional site and foundation work, pushing the total project cost up to \$849,000. Due to established budget limits the work scope changes and additions were reviewed in detail by County Fire and project staff and ultimately revised to reduce project costs. The revisions made to reduce project costs were: the separate office/restroom/storage building was removed, the garage size was increased from three bays to four bays to accommodate the storage of equipment, and supplies and the building location was changed on the TPW property to reduce the necessity of additional site work. The projected total project cost is \$555,243 reflecting the changes in scope and subsequent reductions.

In June, 2012 the Board approved \$1 million in Tobacco Endowment Funds to fund the costs of the Annapolis Fire Station, a Lakeville Fire Station and \$85,000 toward completion of the Bodega Fire Station. Should the Board approve the recommended action including the use of \$500,000 in Tobacco Funds for the Annapolis station, there will be \$415,000 remaining to fund the Lakeville station. Based on the most recently available information, it appears that additional funding may be required to cover the full costs of the Lakeville Station. General Services and Fire and Emergency Services are obtaining further information on the project and the site to develop updated cost estimates that link to all work scope required and will bring a formal proposal to the Board of consideration at a later date.

Prior Board Actions:

The Board passed a \$1 million addition to the Capital Projects budget using the Tobacco Endowment funds designated for the two firehouse projects at the fiscal year 2012-13 budget hearings for the construction of two, type 3 fire stations and the completion of the Bodega Fire Station.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Provides safe and secure vehicle and equipment storage for first responders, increasing fire and life safety in the community.			
Fiscal Summary - FY 12-13			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 500,000	County General Fund	\$
Add Appropriations Req'd.	\$ 55,243	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 555,243
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 555,243	Total Sources	\$ 555,243
Narrative Explanation of Fiscal Impacts (If Required):			
In June of 2012, the Board approved \$1M in Capital Project funding from the Tobacco Endowment funds which was designated to build two fire stations, less \$85,000 of that funding which was designated to the completion of the Bodega Fire Station. This project will use \$500,000 from Tobacco Endowment funds and the balance for the project (\$55,243) will be funded by CSA#40 Fund Balance, which will be included in the third quarter budget adjustments.			
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: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Service Enhancements for Medi-Cal and Underserved Populations

Recommended Actions:

Authorize the Director of Health Services to execute an Intergovernmental Transfer Agreement with the California Department of Health Care Services to transfer \$5,116,835 from the Sonoma County Department of Health Services to the California Department of Health Care Services with term of July 1, 2011 through September 30, 2013.

Authorize the Director of Health Services to execute an Intergovernmental Transfer Assessment Fee Agreement with the California Department of Health Care Services to transfer \$1,023,367 from the Sonoma County Department of Health Services to the California Department of Health Care Services.

Authorize the Director of Health Services to execute a Third Amendment to the Partnership HealthPlan of California Health Plan Provider Agreement adding Exhibit F to provide IGT payments of approximately \$10,479,021 to the Sonoma County Department of Health Services to maintain and enhance health services with a term of July 1, 2011 through October 31, 2014.

Authorize the Director of Health Services to execute the Memorandum of Understanding with Partnership HealthPlan of California, subsequent to review and approval by the Partnership HealthPlan Board, that sets forth additional health services and programs to be provided to Medi-Cal beneficiaries and other underserved populations with a twelve month term beginning the date IGT payments are paid to the Sonoma County Department of Health Services.

Executive Summary:

History and Background:

The Department of Health Services (DHS) requests Board approval to participate in a Federal FY 11-12 Intergovernmental Transfer (IGT) to secure additional federal funds to support improved behavioral health, substance use, dental health, chronic disease, care coordination, health system development and access to specialty care for Medi-Cal beneficiaries and other underserved populations.

For several years, California counties participating in Medi-Cal Managed Care have entered into IGT agreements with the California Department of Health Care Services (DHCS) to increase federal funding available for State payments to Medi-Cal Managed Care health plans. The IGT consists of the initial transfer of local eligible funds to DHCS. DHCS uses these funds to draw down federal funding from the Center for Medicare and Medicaid Services (CMS). These enhanced funds are then transferred to the state Medi-Cal Managed Care health plan(s). A state Medi-Cal Managed Care health plan, such as Partnership HealthPlan of California (PHC), then provides the enhanced funds to the entity that provided the original resource.

The Year 3 IGT funding process includes the following steps: 1) Upon approval by Board of Supervisors, DHS will transfer \$5.11 million to DHCS and make a separate IGT Administrative Fee payment to DHCS totaling approximately \$1.02 million; 2) Upon receipt of IGT payment from the County, the State will draw down approximately \$5.36 million in federal matching funds from CMS and make a payment to PHC of approximately \$10.7 million; and 3) Within 30 days of receipt, PHC will distribute \$10.4 million to DHS through the Health Plan-Provider Agreement retaining \$259,352 to pay the Managed Care Organization tax associated with the IGT. Upon receipt of payment from PHC, DHS will return the initial IGT funding of \$5.11 to its account of origin and will budget \$4.3 million of net IGT funds consistent with the approved MOU and as a condition of the Health Plan-Provider Agreement.

The amount of local funds eligible to be enhanced with federal funds is determined by DHCS and CMS based on the amount of federal Medicaid funding not being accessed through existing Medi-Cal payment structures. This difference between what is paid through Medi-Cal agreements and what federal funds are available is called “head room.” Through a federal Medi-Cal Waiver process Medi-Cal Managed Care plans like PHC can partner with local taxing authorities who provide health care, such as Sonoma County, to contribute funds to the maximum agreed upon level by DHCS and CMS. In Sonoma County, eligible taxing authorities include the County of Sonoma and the four hospital districts in the County.

IGT funds are used in combination with other state and federal funds to expand and enhance programs and services provided by the County and community based care and treatment providers. This process of blended program funding maximizes service impact at a time when inadequate funds from any one single source exist to address the growing needs of many living in poverty in Sonoma County.

As a result of Sonoma County’s October 2009 decision to participate in PHC, the department has been eligible to participate in the Medi-Cal Managed Care IGT program. As noted in the table below, funding calculations are based on the federal fiscal year two years prior to the year in which IGT funding is received.

	IGT Year (Calculation Year)	IGT Budget Year (Payment Year)	Net IGT Funding
Year 1 IGT	FFY 09-10	FY 11-12	\$2.8 Million
Year 2 IGT	FFY 10-11	FY 12-13	\$5.5 Million
Year 3 IGT (Proposed)	FFY 11-12	FY 13-14	\$4.3 Million

Overview of Year 1 and Year 2 Investments (July 2011 – June 2013):

- **Expanded screening, case management, and treatment services that support Sonoma County’s Drug Free Babies Program Goals and Nursing Case Management:** Provides screening and treatment for low income, pregnant and post-partum women and their children. Expanded

comprehensive case management for pregnant women and those parenting young children with multiple risk factors including: living in poverty, unemployment, lack of educational attainment, alcohol and drug use, homelessness; mental illness; developmental disabilities; and language or cultural barriers to accessing medical care. Services include ongoing needs assessment and treatment plan, linking to community resources, crisis assistance, and evaluation. Funding of community-based providers expands and enhances substance use treatment and counseling in several facilities and settings.

- **Mobile Support Team (MST):** Working collaboratively with law enforcement, hospitals, EMS, and community advocates the MST responds to individuals experiencing a behavioral health crisis. Services include on site interventions and referral, mitigating unnecessary Emergency Department visits, enhanced case management and care continuity management, and improved communication and education for consumers, families, friends and others.
- **Crisis Assessment Prevention Education (CAPE):** Provides early intervention behavioral health services to transitional age youth (age 16-25) who are experiencing first onset of mental illness. CAPE services are currently provided in partnership with nine high schools in Sonoma County and Santa Rosa Junior College. The CAPE team provides co-located services by licensed staff in school-based settings; screening and assessment of at-risk youth in high schools and colleges; peer-based training, services and support groups; training and educational activities for faculty, families, youth and law enforcement personnel to recognize warning signs of mental illness, make referrals and increase education and awareness. CAPE team implementation partners include the National Alliance on Mental Illness (NAMI) – Sonoma County and a broad array of educational and community based partners.
- **Health Action (HA):** Supports the HA Council focusing on activities and organizations to improve community health such as access to a prevention centered health home, improved quality of health care, decrease health care costs, identify priority needs such as palliative care, developing new strategies and system improvements to address health needs of the community. IGT funds have expanded community engagement efforts and local actions to improve community health and address neighborhood and countywide health disparities for the Medi-Cal population and other low income and underserved populations.
- **Health System Improvements:** Through the Division of Health Policy, Planning and Evaluation internal capacity has been expanded and enhanced to address disparities in health through expanded collection and analysis of community health data, planning, coordination, and use of evidence based practices to support community based coalitions focused on community health improvement, care coordination and implementation of the Affordable Care Act. Funds have expanded access to Certified Application Assistants who improve enrollment and retention of individuals eligible for Medi-Cal; Healthy Families; Healthy Kids; California Kids; Kaiser Cares for Kids, WIC, CalFresh, County Medical Services Program (CMSP), and other publicly funded health and health insurance programs.
- **Chronic Disease Prevention and Community Health Promotion:** Expanding limited state and federal funding and leveraging new Community Transformation Grant funding, IGT funds expand health education and promotion through multimedia and place-based work supporting community health priorities, such as increasing access to healthy food and increasing rates of immunization.
- **Oral Health:** Provides support for Sonoma County Oral Health Access Committee (SCOHAC) to address oral health needs of those who lack access to dental care and treatment. In partnership

with St. Josephs Sonoma and Sonoma Community Foundation expanded oral health services countywide through expanding mobile dental services. Also funded oral health services and contracts focused on the five pillars of oral health, including expanding school based dental health interventions, survey of children and adult oral health needs, evaluation of expanded access to dental care, and assessment and feasibility of fluoridation of public water.

- **Specialty Care Services:** Continued focus on improving access to specialist services a priority of local hospitals, health centers and PHC. Early efforts include working with community based clinics, hospitals, and providers regarding care coordination, models to provide cost effective integrated care for high risk individuals who may be homeless and or dealing with mental health and substance use disorders leaving the hospital, and other high utilization of hospital Emergency Department services due to complex social and health care needs.
- **Administration:** The Department's overhead administration to implement and manage IGT service enhancements is approximately 8% of program funding.
- **IGT Sustainability Reserve:** The Department established a sustainability reserve with a minimum \$1 Million threshold to allow the Department to implement a planned wind-down of IGT funded programs in the event of a loss or significant reduction in IGT funding.

Overview of Proposed Year 3 Investments (July 2013 through June 2014):

The Department plans to continue the successful efforts that began in the first two years of IGT funding. Although implementation in the first two years has taken longer than anticipated, IGT service enhancements are successfully leveraging other state and federal funds to maximize service impact. In addition, the Department proposes to expand services in Year 3 in light of implementation of the Affordable Care Act. The Department is increasing appropriations of IGT funding in Year 3 to better address opportunities around health care reform implementation and pivotal opportunities for pilot programs that overtime may achieve new funding sources through implementation of the Affordable Care Act. Proposed increases in appropriations are consistent with PHC's IGT policy guidelines regarding fund balance and reserve funding.

Use of IGT funds are subject to numerous restrictions on their use and must be approved by the PHC Board. As a condition of funding, Section 1.C.(4) of the Third Amendment to the Partnership Agreement requires DHS enter into an MOU with PHC describing a mutually acceptable set of health services and programs to be funded with the IGT revenue. In addition, the attached Intergovernmental Transfer Agreement with the State requires that IGT funds be used for health services associated with the Medi-Cal population and prohibits IGT funds from being "...recycled back to the County of Sonoma general fund, the State, or any other intermediary organization."

Attachment 4 provides the Board with a draft MOU that is scheduled to go before the PHC Board of Directors in April. The MOU provides a summary of DHS's proposed uses of Year 3 IGT funding that will be included in the Department's FY 13-14 proposed budget, and pending approval by PHC Board in April 2013.

The new programs and services that the Department proposes to begin funding with IGT revenue in Year 3 (FY 13-14) include:

- **Clinic Integration Services: Expansion of access, service** and leverage of funding for behavioral health services at community health centers throughout the county. Services support integrated behavioral and physical health care to individuals seen both in the clinic setting and by County Behavioral Health staff. Services include prevention, assessment and treatment consistent with

implementation of the Affordable Care Act and what is currently known about implementation of Behavioral Health Parity. (\$1,060,400)

- **Affordable Care Act:** The Department will help lead and support ACA implementation activities including communication, outreach, education, and advocacy efforts. (\$380,000). The Department is returning to the Board on April 9, 2013 with a full report on implementation on ACA in Sonoma County.
- **Care Coordination for High Utilization of Health Care Services:** Working with hospitals, clinics and community partners, DHS is committed to adopting best practice models to improve care, treatment and the health status of this population, reduce cost and improve quality of care for high utilizes of health and behavioral health care services. These services will build on existing community health center projects, hospital and PHC care priorities. (\$200,000)
- **Upstream Investments:** In partnership with the Human Services Department, and other departments, fund data collection and analysis and evaluation activities to improve upstream investments and health outcomes. (\$75,000)

Following is a summary of proposed Year 3 (FY 13-14) IGT funded services that will be reflected in the Departments FY 13-14 proposed budget and pending PHC Board approval:

Programs to Receive Continued and Enhanced IGT Funding in Year 3¹	
Program	Year 3 IGT Funding
Expanded screening, case management, and treatment services for Sonoma County's Drug Free Babies Program and Nursing Case Management	\$862,500
Mobile Support Team	\$440,000
Crisis Assessment Prevention Education	\$280,000
Health Action	\$420,000
Health System Improvements	\$995,000
Chronic Disease Prevention and Community Health Promotion	\$565,100
Oral Health	\$325,000
Specialty Care Services	\$400,000
Administration	\$500,000
Total Continued IGT Funding:	\$4,787,600
New Services Proposed for IGT Funding in Year 3	
Program	Year 3 IGT Funding
Behavioral Health Clinic Integration Services	\$1,060,400
Affordable Care Act implementation	\$380,000
Care Coordination for High Utilizes of Health Care Services	\$200,000
Upstream Investments	\$75,000
Total New IGT Funding:	\$1,715,400
TOTAL Year 3 IGT Expenditures:	\$6,503,000

¹ Please see the Overview of Year 1 and Year 2 IGT Investments for a description of the services.

A total of \$6.5 million in IGT expenditures is proposed for FY 13-14. Therefore, in Year 3 (FY 13-14) the Department will not contribute any additional revenue to the IGT Sustainability Reserve. At the end of FY 13-14 the Department projects the IGT Sustainability Reserve will have a balance of \$3.0 million. In the event of a loss or significant reduction in IGT funding, the IGT Sustainability Reserve will allow the Department to implement a planned wind-down of IGT funded programs as well as provide protection against unexpected impacts on local jurisdictions related to implementation of health care reform and related potential risks in serving Medi-Cal eligible population or the soon to be eligible populations.

Additionally, the Reserves may be needed for capital investments associated with Behavioral Health treatment and care or related services required of local health jurisdictions.

Next Steps:

Upon approval of the Board to execute the attached Year 3 IGT contracts, the Department will:

- Submit executed copies of the approved contracts to PHC and DHCS. **(Due: March 29, 2012)**
- Submit MOU with Attachment B describing DHS planned Year 3 IGT program and service enhancements to the PHC Board for review and approval. **(Due: April 2013)**
- DHS transfer of IGT and Administrative Assessment Fee payment to DHCS. **(June-July 2013)**
- Partnership payment to DHS. **(July-August 2013)**

Prior Board Actions:

5/24/11 – Authorized Intergovernmental Transfer with California Department of Health Services;
 3/26/12 – Authorized Intergovernmental Transfer with California Department of Health Services

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

Through participation in the federal FY 11-12 Intergovernmental Transfer (IGT), the County will provide enhanced services related to behavioral health, substance use, dental health, chronic disease, care coordination, health system development and access to specialty care for Medi-Cal beneficiaries and other underserved populations.

Fiscal Summary - FY 12-13

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):

There are no FY 12-13 impacts associated with this item. Funding for the federal FY 11-12 Intergovernmental Transfer (IGT) is included in the FY 13-14 Proposed Budget.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
State IGT Agreement (Attachment 1); State IGT Administrative Assessment Fee Agreement (Attachment 2); Third Amendment to the Health Plan Provider Agreement with Partnership Health-Plan of California (Attachment 3); Draft Memorandum of Understanding with Partnership Health-Plan of California (Attachment 4).			
Related Items “On File” with the Clerk of the Board:			
None			

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) and the County of Sonoma, California with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14164.

B. The Partnership HealthPlan of California [PHC] is a County Organized Health System formed pursuant to Welfare and Institutions Code section 14087.54 and County Code Chapter 7.58, County Code Chapter 2.45, County Code Chapter 2, Title 2, and County Code Chapter 34. PHC is a party to a Medi-Cal managed care contract with DHCS, entered into pursuant to Welfare and Institutions Code section 14087.3, under which PHC arranges and pays for the provision of covered Medi-Cal health care services to eligible Medi-Cal members residing in the County.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The County of Sonoma shall transfer funds to DHCS pursuant to section 14164 of the Welfare and Institutions Code, up to a maximum total amount of \$5,116,850 [Five million, one hundred sixteen thousand, eight hundred and fifty dollars], to be used as a portion of the nonfederal share of actuarially sound Medi-Cal managed care capitation rate increases for PHC for the period July 1, 2011 through June 30, 2012 as described in section 2.2 below. The funds shall be transferred in accordance with a mutually agreed upon schedule between the County of Sonoma and DHCS, in the amounts specified therein.

1.2 The County of Sonoma shall certify that the funds transferred qualify for federal financial participation pursuant to 42 C.F.R. part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. For transferring units of government that are also direct service providers, impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

2. Acceptance and Use of Transferred Funds by DHCS

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the County of Sonoma pursuant to this Agreement as intergovernmental transfers (IGTs), to use for the purpose set forth in section 2.2 below.

2.2 The funds transferred by the County of Sonoma pursuant to this Agreement shall be used to fund a portion of the nonfederal share of increases in Medi-Cal managed care actuarially sound capitation rates and shall be paid, together with the related federal financial participation, by DHCS to PHC as part of PHC's capitation rates for the period July 1, 2011 through June 30, 2012. The rate increases paid under section 2.2 shall be used for payments related to Medi-Cal services rendered to Medi-Cal beneficiaries. The rate increases paid under this section 2.2 shall be in addition to, and shall not replace or supplant, all other amounts paid or payable by DHCS or other State agencies to PHC.

2.3 DHCS shall seek federal financial participation for the rate increases specified in section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge the State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services prior to the payment of any rate increase pursuant to section 2.2.

2.5 The parties agree that none of these funds, either County of Sonoma or federal matching funds will be recycled back to the County of Sonoma's general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Agreement constitute patient care revenues.

2.6 Within One Hundred Twenty (120) calendar days of the execution of this Agreement, DHCS shall advise the County of Sonoma and PHC of the amount of the Medi-Cal managed care capitation rate increases that DHCS paid to PHC during the applicable rate year involving any funding under the terms of this Agreement.

2.7 If any portion of the funds transferred by the County of Sonoma pursuant to this Agreement is not expended for the specified rate increases under Section 2.2, DHCS shall return the unexpended funds to the County of Sonoma.

3. Amendments

3.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

3.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in section 2 of this Agreement.

4. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States first class, certified or registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the County of Sonoma:	Rita Scardaci, Director Sonoma County Department of Health Services 3313 Chanate Road Santa Rosa, CA 95404
With copies to:	Tammy Chandler Sonoma County Department of Health Services 3313 Chanate Road Santa Rosa, CA 95404
To DHCS:	Sandra Dixon California Department of Health Care Services Capitated Rate Development Division 1501 Capitol Ave., Suite 71-4002 MS 4413 Sacramento, CA 95814

5. Other Provisions

5.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal rate increases for PHC described in section 2.2 and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the County of Sonoma and DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements already exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

5.2 The nonenforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

5.3 Section 2 of this Agreement shall survive the expiration or termination of this Agreement.

5.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals; accordingly, there shall be no third party beneficiary of this Agreement.

5.5 Time is of the essence in this Agreement.

5.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

6. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under federal and state law and regulations.

7. Approval. This Agreement is of no force and effect until signed by the parties.

8. Term. This Agreement shall be effective as of July 1, 2011 and shall expire as of September 30, 2013 unless terminated earlier by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF SONOMA:

By: _____ Date: _____
Rita Scardaci, Director,
Sonoma County Department of Health Services

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____
Stuart Busby, Chief,
Capitated Rates Development Division

INTERGOVERNMENTAL TRANSFER ASSESSMENT FEE

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“State DHCS”) and the County of Sonoma, California (“the County”) with respect to the matters set forth below.

RECITALS

A. This Agreement is made pursuant to the authority of Welfare & Institutions Code, section 14301.4.

THEREFORE, the parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The County shall make Intergovernmental Transfer(s) (“IGTs”) to State DHCS pursuant to section 14164 of the Welfare and Institutions Code and paragraph 1.1 of the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds contract number 11-88441, to be used as a portion of the non-federal share of actuarially sound Medi-Cal managed care rate range capitation increases (“non-federal share IGT”) to Partnership HealthPlan of California (“PHC”) for the period of July 1, 2011 through June 30, 2012.

1.2 The parties acknowledge that State DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services (“CMS”) pertaining to the acceptance of non-federal share IGTs, and the payment of non-federal share IGT related rate range capitation increases to PHC.

2. Intergovernmental Transfer Assessment Fee

2.1 The State DHCS shall, upon acceptance of non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20-percent assessment fee on the entire amount of the non-federal share IGTs to reimburse State DHCS for the administrative costs of operating the IGT program pursuant to this section and for the support of the Medi-Cal program.

2.2 The funds subject to the 20-percent assessment fee shall be limited to non-federal share IGTs made by the transferring entity, the County, pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement.

2.3 The 20-percent fee will be assessed on the entire amount of the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds.

2.4 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to State DHCS separately from, and simultaneous to, the non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1 of this Agreement. However, if any portion of the non-federal share IGTs is not expended for the specified rate increases stated in paragraph 2.2 of the

Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, DHCS shall return a proportionate amount of the 20-percent assessment fee to the County.

3. Other Provisions

3.1 This Agreement contains the entire Agreement between the parties with respect to the 20-percent assessment fee on non-federal share IGTs pursuant to the Intergovernmental Agreement(s) Regarding the Transfer of Public Funds, and as described in paragraph 1, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the transferring entity and State DHCS. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. One or more other agreements may exist between the parties regarding such other matters, and other agreements may be entered into in the future. This Agreement shall not modify the terms of any other agreement between the parties.

3.2 Time is of the essence in this Agreement.

3.3 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

4. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify State DHCS’ powers, authorities, and duties under federal and state law and regulations.

5. Approval. This Agreement is of no force and effect until signed by the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY:

By: _____ Date: _____
Rita Scardaci, Director,
Sonoma County Department of Health Services

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____
Stuart Busby, Chief,
Capitated Rates Development Division

**AMENDMENT 3
TO
HEALTH CARE SERVICES AGREEMENT
BETWEEN
PARTNERSHIP HEALTHPLAN OF CALIFORNIA AND THE COUNTY OF SONOMA**

This Amendment is made this ___ day of _____ by and between Partnership HealthPlan of California, a County Organized Health System, hereinafter referred to as "PLAN," and the County of Sonoma, a political subdivision of the State of California, through its Department of Health Services, hereinafter referred to as "PROVIDER."

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement effective May 1 2010;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS PLAN, has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Sonoma County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER is a department of Sonoma County that provides many medical care services to PLAN beneficiaries, including but not limited to behavioral health, substance abuse California Children's Services, Maternal and Child Health Services and Communicable Disease Control services;

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers (IGTs) from the County of Sonoma to the California Department of Health Care Services ("State DHCS") to maintain the availability of Medi-Cal health care services to Medi-Cal beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree to amend the Agreement as follows:

Exhibit F is added to the Agreement as follows:

"Exhibit F"

IGT MEDI-CAL MANAGED CARE CAPITATION RATE RANGE INCREASES

1. IGT Capitation Rate Range Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the County of Sonoma specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds ("Intergovernmental Agreement") effective for the period July 1, 2011 through June 30, 2012 for Intergovernmental Transfer Medi-Cal Managed Care Rate Range Increases (IGT MMCRRI),

PLAN shall pay to PROVIDER the amount of the IGT MMCRRIs received from State DHCS, in accordance with paragraph 1.E below regarding the form and timing of Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments. LMMCRR IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Managed Care Organizations Tax

The PLAN shall be responsible for any Managed Care Organization (“MCO”) tax due pursuant to the Revenue and Taxation Code Section 12201 relating to any IGT MMCRRIs. If the PLAN receives any capitation rate increases for MCO taxes based on the IGT MMCRRIs, PLAN may retain an amount equal to the amount of such MCO tax that PLAN is required to pay to the State DHCS, and shall pay, as part of the LMMCRR IGT Payments, the remaining amount of the capitation rate increase to PROVIDER.

(2) PLAN will retain a flat amount of \$7,000 from the IGT MMCRRIs received from the State DHCS in order to pay for direct new administrative costs incurred by the PLAN for the implementation of the IGT. The Plan will expend 100% of these funds prior to December 31, 2013.

(3) PLAN will not retain any other portion of the IGT MMCRRIs received from the State DHCS other than those mentioned above.

C. Conditions for Receiving Local Medi-Cal Managed Care Rate Range IGT Payments

As a condition for receiving LMMCRR IGT Payments, PROVIDER shall, as of the date the particular LMMCRR Payment is due:

(1) remain a participating provider in the PLAN and not issue a notice of termination of the Agreement;

(2) maintain its capacity to serve as a substance abuse treatment services provider for Medi-Cal PLAN beneficiaries;

(3) maintain its current substance abuse treatment services in Sonoma County;

(4) provide to PLAN an MOU that describes a mutually acceptable set of additional health services and programs to be provided to Medi-Cal enrollees by PROVIDER with Local Medi-Cal Managed Care Rate Range (“LMMCRR”) IGT Payments retained by PROVIDER pursuant to F. (1)(b) of this Agreement. The additional health services and programs shall support behavioral health, substance abuse (including drug or alcohol treatment), care coordination and/or improving access to specialty care.

D. Schedule and Notice of Transfer of Non-Federal Funds

The County of Sonoma shall provide PLAN with a copy of the schedule regarding the transfer of County funds to State DHCS, referred to in the Intergovernmental Agreement, within fifteen (15) calendar days of the County establishing such schedule with the State DHCS. Additionally, the County shall notify PLAN, in writing, no less than seven (7) calendar days prior to any changes to an existing schedule including, but not limited to, changes in the amounts specified therein.

E. Form and Timing of Payments

PLAN agrees to pay LMMCRR IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMCRR IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMCRR IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCRRIs from State DHCS.

F. Consideration

(1) As consideration for the LMMCRR IGT Payments, PROVIDER shall use the LMMCRR IGT Payments for the following purposes and shall treat the LMMCRR IGT Payments in the following manner:

(a) The LMMCRR IGT Payments shall represent compensation for Medi-Cal services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMCRR IGT Payments apply.

(b) To the extent that total payments received by PROVIDER in any State fiscal year under this Amendment exceed the cost of Medi-Cal services provided to Medi-Cal beneficiaries by PROVIDER during that fiscal year, any remaining LMMCRR Payment amounts shall be retained by PROVIDER to be expended for health care services. Retained LMMCRR Payment amounts may be used by the PROVIDER in either the State fiscal year received or subsequent State fiscal years.

(2) For purposes of subsection (1) (b) above, if the LMMCRR IGT Payments are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMCRR IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMCRR IGT Payments received, but not used. These retained PROVIDER funds may be commingled with other County of Sonoma funds for cash management purposes provided that such funds are appropriately tracked and only the depositing facility is authorized to expend them.

(3) Both parties agree that none of these funds, either from the County of Sonoma or federal matching funds will be recycled back to the County of Sonoma general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

G. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMCRR IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMCRR IGT Payments to the full extent possible on behalf of the safety net in Sonoma County.

H. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN’s fiscal years in which LMMCRR IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMCRR IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCRRIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMCRR IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10 of the underlying Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section I (below) of this Exhibit. PLAN agrees to transmit to the PROVIDER any underpayment of LMMCRR IGT Payments within thirty (30) calendar days of PLAN’s identification of such underpayment.

I. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMCRR IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMCRR IGTs paid to PROVIDER in an amount equal to the amount of MMCRRi payments withheld or recovered from PLAN, or by reduction of any other amounts owed by PLAN to PROVIDER.

2. Term

The term of this Amendment shall commence on July 1, 2011 and shall terminate on October 31, 2014.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: _____ Date: _____
By: Jack Horn, CEO, Partnership HealthPlan of California

PROVIDER: _____ Date: _____
By: Rita Scardaci, Director, Sonoma County Department of Health Services

DRAFT
Memorandum of Understanding
For use of FY 2011-2012 (Year Three) IGT Funds Between
County of Sonoma Department of Health Services
And
Partnership HealthPlan of California

Partnership Health Plan of California (PHC) and Sonoma County Department of Health Services (Department) have participated in a Medi-Cal Managed Care Intergovernmental Transfer (IGT) for the fiscal year 2011-2012. As a result of the IGT, Department will receive approximately \$10.4 million in Local Medi-Cal Managed Care Rate Range (“LMMCRR”) payments. After payment of the Managed Care Organization tax and State Administrative fee, the total new funds provided to Department will be approximately \$4.3 million.

Both organizations share a common goal of ensuring that the LMMCRRs are utilized in compliance with State and Federal regulations as well as the PHC Board policy regarding Medi-Cal Managed Care IGTs. In addition to supplementing the rates paid to Department for services provided during the fiscal year 2011-2012, the LMMCRR funds will be used for additional health services. These include projects that promote the well-being of Medi-Cal beneficiaries through improved behavioral health services, substance use services, care coordination, system development, and access to specialty care for Medi-Cal beneficiaries and other underserved populations.

To achieve this goal, the organizations enter into this Memorandum of Understanding, which outlines their basic roles and responsibilities.

1. Department will be responsible for the following activities:
 - A. Project Overview. The IGT LMMCRRs for fiscal year 2011-2012 will support several continuing program, service and system enhancements, in addition to providing the funding for integration of behavioral health and physical health services in the clinic setting, care coordination for high utilizers of health care services, ACA implementation including outreach, education, advocacy efforts to Medi-Cal eligibles and soon to be eligibles, and in partnership with other entities, fund data collection and analysis and evaluation activities to improve upstream investments and outcomes.
 - B. Project Summary. Please see Attachment A that provides a description of each project or program, including approximate amount of LMMCRRs to be used.
 - C. Reporting Requirements.
 - a. Interim Report. Six (6) months after receipt of the LMMCRRs, Department will submit a report to PHC describing progress undertaken to date on each project or service in this MOU. The description will provide details on the steps taken to implement the project or service, describe how the program is serving PHC members, and identify the steps that will be taken toward further implementation. In addition, information regarding any unexpected issues that have arisen in the course of implementation will be included in the description.
 - b. Final Report. Twelve (12) months after receipt of the LMMCRRs, Department will submit a final report describing the status of each project or service in the MOU. This

will include information about whether the project was fully completed, partially completed or not undertaken at all. An explanation will be included addressing whether the project or service will be ongoing or whether it was a one-time undertaking. The final report will include a statement from Department that none of the LMMCRRs were recycled back to the County General Fund.

2. PHC will be responsible for the following activities:

- a. PHC IGT Oversight Responsibilities. PHC will request from Department an interim and final report as described under Section 1.C above. PHC staff will review and evaluate each report and prepare a description for the PHC Board. PHC will ensure that final report includes a statement that none of the LMMCRR funds were recycled back to the County General Fund. The final report will become part of a report and evaluation of all IGT projects for fiscal year 2011-2012 for the PHC Board.

This MOU will cover a twelve (12) month period. It will begin on the date the payment of LMMCRR funds is issued by PHC to Department and will conclude three hundred and sixty five days (365) from that date.

Rita Scardaci
Director
Sonoma County Department of Health
Services

Jack Horn
Chief Executive Officer
Partnership HealthPlan of California

Date

Date

ATTACHMENT A

Case Management, Substance Use & Behavioral Health Access (Approximately \$2,642,900)

- **Expanded screening, case management, and treatment services that support Sonoma County's Drug Free Babies Program Goals and Nursing Case Management:** Provide screening and treatment for low income, pregnant and post-partum women and their children. Expand comprehensive case management for pregnant women and those parenting young children with multiple risk factors including: living in poverty, unemployment, lack of educational attainment, alcohol and drug use, homelessness; mental illness; developmental disabilities; and language or cultural barriers to accessing medical care. Services include ongoing needs assessment and treatment plan, linking to community resources, crisis assistance, and evaluation. Funding of community-based providers expands and enhances substance use treatment and counseling in several facilities and settings.
- **Mobile Support Team:** Working collaboratively with law enforcement, hospitals, EMS, and community advocates the MST responds to individuals experiencing a behavioral health crisis. Services include on site interventions and referral, mitigating unnecessary Emergency Department visits, enhanced case management and care continuity management, and improved communication and education for consumers, families, friends and others.
- **Crisis Assessment Prevention Education:** Provides early intervention behavioral health services to transitional age youth (age 16-25) who are experiencing first onset of mental illness. CAPE services are currently provided in partnership with nine high schools in Sonoma County and Santa Rosa Junior College.
- **Clinic Integration Services:** Bi-directional referral model with Sonoma County community clinics that will support the provision of integrated behavioral and physical health care services to individuals within the clinic setting. Behavioral health services will include prevention, assessment and treatment services consistent with ACA and what is currently known about implementation of Behavioral Health Parity.

Access, Quality, Health Policy and System Improvement (Approximately \$3,360,100)

- **Health Action:** Supports the HA Council focusing on activities and organizations to improve community health such as patient care, decrease health care costs, identify priority needs such as palliative care, develop new strategies and system improvements to address these needs and address health disparities for the Medi-Cal population and other low income and underserved populations.
- **Health Systems Improvement:** Through the Division of Health Policy, Planning and Evaluation internal capacity has been expanded and enhanced to address disparities in health through health expanded collection and analysis of community data, planning coordination, and use of

Summary of IGT Projects

evidence based practices to support community based coalitions focused on community health improvement, care coordination and implementation of the Affordable Care Act.

- **Chronic Disease Prevention and Community Health Promotion:** Expand limited state and federal funding and leveraging new Community Transformation Grant funding, IGT funds expand health education and promotion through multimedia and place-based work supporting community health priorities such as increasing access and rate of immunizations and access to healthy food.
- **Oral Health:** Continued support of Sonoma County Oral Health Taskforce and other oral health initiatives focused on the five pillars of oral health; fluoridation efforts.
- **Specialist Services:** Continued focus on improving access to specialist services is a priority of local hospitals and PHC. Early efforts include working in partnership with community based clinics, hospitals, and providers regarding care coordination, models to provide cost effective integrated care for high risk individuals who may be homeless and or dealing with mental health and substance use disorders leaving the hospital, and other high utilizers of hospital Emergency Department services due to complex social and health care needs.
- **Affordable Care Act:** Fund ACA implementation activities including outreach, education, advocacy efforts.
- **Care Coordination for High Utilizers of Health Care Services:** Working with community partners, DHS is committed to identifying best practices models to reduce the cost and improve quality of care for high utilizers of health and behavioral health care services; building on existing community health center projects, hospital and PHC care priorities.
- **Upstream Investments:** In partnership with other entities, fund data collection and analysis and evaluation activities to improve upstream investments and outcomes.

Administration (\$500,000)

- The Department's overhead administration to implement and manage IGT service enhancements is approximately 8% of program funding.

Contribution to IGT Sustainability Reserve (\$0)

- In the event of a loss or significant reduction in IGT funding, the IGT Sustainability Reserve will allow the Department to implement a planned wind-down of IGT funded programs as well as provide protection against unexpected impacts on local jurisdictions related to health care reform and/or funding for special projects that serve Medi-Cal eligibles or soon to be eligible. FY 11-12 (Year 3) IGT funding will be completely utilized by the above stated programs and therefore will not contribute any additional revenue to the IGT Sustainability Reserve.



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, 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

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Chris Thomas, 707-565-3781
Carol Allen, 707-565-2549

Supervisory District(s):

Countywide

Title: Amendments to the Salary Resolution 95-0926

Recommended Actions:

Adopt a Concurrent Resolution amending Salary Resolution 95-0926 to change pensionable compensation and benefits for Unrepresented, Confidential, Administrative Management, Department Heads and the Board effective March 19, 2013.

Executive Summary:

This action will incorporate changes to compensation and benefits of the Department Heads, Administrative Management, Confidential, Unrepresented employees and Board members, in the August 14, 2012 Resolution of Intent, and reflects an overall reduction of approximately 5% of total salary and benefits costs for Salary Resolution employees. Recommended changes include: elimination of leave cash-outs, elimination of the County contributions to the deferred compensation program over a two year period, eliminating the cash out of floating holiday hours, inclusion of language for pension plans implemented under the Public Employees Pension Reform Act (PEPRA) for new employees, and the creation of a Health Reimbursement Arrangement (HRA) for certain classifications in the Confidential and Unrepresented groups. This action will enact all of the major elements of the Board's pension reform efforts.

Background:

In August 2012, the Board adopted a Resolution of Intent to change compensation and benefits provided under Salary Resolution 95-0926 to Department Heads, Administrative Management, Confidential, Unrepresented employees and Board members. The Resolution of Intent reflected the Board's stated goals of reducing pension spiking and pension related costs, and reducing total compensation by 3% across all employee groups. The basis for this action stemmed from

recommendations made by the County's Pension Ad Hoc Committee, and the need to address the systemic structural deficit resulting from County expenses growing faster than County revenues. Among the benefit changes proposed were new, lower pension tiers for new employees, and elimination of pension enhancing benefits, a total compensation reduction of 3%, and establishing Health Reimbursement Arrangements (HRA's) with annual contributions of 2.25%. The County contracted with Bartel Associates to conduct an actuarial study of the impact of the proposed changes. The results of the study on the effects of changes to pensionable compensation were presented to the Board on February 26, 2013.

On August 31, 2012, the California Public Employees Pension Reform Act (PEPRA) was enacted, and lower tier pension formulas were statutorily adopted effective January 1, 2013. The County obtained actuarial saving estimates of the new tiers and presented the information to the Board on December 11, 2012. The actuarial estimates for the new tiers project more savings than the County's original estimates.

The pension reform related compensation and benefits changes in the attached amendments to the Salary Resolution will provide an overall 6.7% reduction in total compensation costs in the first full fiscal year and 6.1% over the same period as the SEIU contract. With the addition of the 2.25% of salary only contributions anticipated in the resolution of intent for HRA's the net savings figures are 5.2% reduction in the first full fiscal year and an overall 4.6% reduction in total compensation costs over the same period as the SEIU contract period. These changes will result in the Board reducing their total compensation by 8.5%, Department Heads reducing by 6.8%, and Administrative Management by 5.1% over that period.

Compensation for Board members is set by ordinances. The ordinances cross reference to provisions in the Salary Resolution. Therefore, changes to the Salary Resolution will result in and implement changes to the Board's compensation as well. Compensation and benefits for elected officials may not be changed during their current term. Changes in the Salary Resolution for elected officials will take effect in the subsequent term. The Board members may, however, elect to take voluntary reductions in compensation and/or benefits. In light of PEPRA, there may be provisions in Board Ordinances which are no longer applicable. Staff will return to the Board with amendments to the ordinances if necessary.

In the Salary Resolution of Intent, the HRA was proposed as a way to return some of the reduction in benefits (in excess of the required 3%) to employees in a non-pensionable form. Deferred compensation was proposed to be eliminated because it was pensionable. As a result of PEPRA, and pursuant to the Sonoma County Employees' Retirement Associations' (SCERA) determination, deferred compensation is no longer pensionable. Additionally, recently released interpretations of regulations regarding HRAs under the Affordable Health Care Act, have caused the County to reassess its approach to providing the 2.25% HRA to all Salary Resolution employees at this time.

In the attached Salary Resolution amendments, the HRA is provided to the lowest paid employees in the Unrepresented and Confidential groups only. The deferred compensation is proposed to be eliminated over two fiscal years. The first reduction will be effective on March 19, 2013, and the remaining portion will be eliminated on July 8, 2014. The County is researching alternatives for a non-pensionable, tax deferred savings plan for the 2.25% of salary that was proposed in the Salary Resolution of Intent to be

contributed by the County into the HRA for Administrative Management and Department Heads. Staff will return at a later date with recommendations.

In recognition of the fact that employees covered by the Salary Resolution have not received cost of living adjustments since 2008, and that the reductions included in these amendments will reset the base upon which future increase are established, the attached amendments to the Salary Resolution also include cost of living adjustments (COLAs) consistent with what was recently negotiated with the largest employee organization. This is also consistent with the Board's commitment to principles of equity between County employees.

A summary of the major changes to be enacted for all employees under the Salary Resolution, including future elected department heads and Board members whose new term commences after March 19, 2013:

1. **Deferred Compensation:** Elimination of County deferred compensation contributions in two installments for Administrative Management, Department Heads and Board members. Effective March 19, 2013, County contribution reduced to 2.25%. Deferred Compensation contributions for Confidential and Unrepresented employees eliminated. Effective July 8, 2014, remaining deferred compensation for all groups eliminated.
2. **Vacation, Administrative leave & Compensatory Time:** Elimination of vacation, administrative leave and compensatory time cash-out opportunities.
3. **Sick Leave, Annual:** Eliminate opportunity for annual conversion of sick leave to pay or compensatory time.
4. **Sick Leave, Upon Separation:** Eliminate ability to cash-out 25% of accrued sick leave upon separation or retirement, except under limited circumstances (lay off, death, and for retirees who have maximized their retirement benefit).
5. **Holidays, Floating Hours:** Restructuring floating holiday hours to vacation accrual hours (no increase in accrual cap) and no cash outs.
6. **Holidays, Comp. Time Accrual:** For employees on alternative work schedules, elimination of accrual of compensatory time when a holiday falls on an employee's regularly scheduled day off. (Employee to take equivalent time off during the same pay period as the holiday).
7. **Premium Pay:** Clean-up and standardization of premium pays, including changing rates from being factored on a percentage of hourly rate to a flat rate, and eliminating obsolete premiums.
8. **Retirement:** Incorporate provisions mandated under the Public Employees Pension Reform Act, effective Jan. 1. 2013, including a 2% @ 62 tier for General, and a 2.7% @ 57 tier for Safety, 36 month final salary averaging, and continuation by new hires of the contributions currently paid by all members towards the unfunded pension liability. (3.03% for general, and 3.0% for safety retirement members)
9. **Pay Increase for Retiring Department Heads:** Effective March 19, 2013, eliminate 5% pay increase for retiring Department Heads upon providing notice of retirement.
10. **Miscellaneous:** Clean-up of language throughout and non-substantive changes for operational efficiency, statutory compliance and clarification of current practices.
11. **Eliminate Redundant Benefit:** Elimination of Annual Medical Examination provided through Occupational Health (preventative care now covered under medical insurance and provision no longer needed).

12. **HRA Contribution:** Creation of a Health Reimbursement Arrangement (HRA) for certain classifications in the Confidential and Unrepresented groups with an annual contribution equal to 2.25% of base salary.
13. **One-time lump sum, non-recurring, non-pensionable payments:** To certain classifications in the Confidential and Unrepresented groups equal to amounts provided to SEIU members.
14. **Cost of Living Adjustments:** Effective October 28, 2014, increase salary scales by 1.0%, and effective July 7, 2015, increase salary scales by 2.0%.
15. **County Pick Up of Board Member Retirement Contributions:** Effective January 1, 2013 for those terms of office that commence on or after January 1, 2013, and pursuant to the passage of PEPRA, the County no longer pays one-half of the Board member's retirement contribution to the retirement system.

Prior Board Actions:

August 14, 2012: Board adopted Resolution of Intent to change Salary Resolution 95-0926, Resolution # 12-0398, December 11, 2012, received a report from Bartel Associates conducting an actuarial analysis of the effects of the changes to pension benefits as a result of PEPRA, effective January 1, 2013, February 26, 2013, received report from Bartel Associates on the effects of the changes to pensionable compensation as directed by the August, 2012 Resolution of Intent.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The recommended changes reflect the County's goals of efficient and effective use of resources and enhanced fiscal soundness by reducing the County's structural deficit and providing both short and long term pension costs savings, and support the recommendations of the Board's Pension Ad Hoc Committee.

Fiscal Summary - FY 12-13

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):

These changes produce approximately \$5 million countywide in on-going savings for each full fiscal year. The savings anticipated for the remainder of FY 12-13 are \$1.2 million. Staff reviewed the financial impact of the salary increases included in the Salary Resolution 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 the 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 Salary Resolution.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

A – Revised Salary Resolution 95-0926, showing recommended changes

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



County of Sonoma

State of California

Date: March 19, 2013

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, State Of California, Amending Salary Resolution 95-0926 to change Compensation And Benefits For Department Heads, Administrative Management, Confidential, Unrepresented Employees and the Board effective March 19, 2013.

Whereas, County expenses continue to exceed revenues creating a structural deficit that will not be resolved without lowering both short term and long term pension and benefit costs; and

Whereas, in November of 2011 the Board adopted goals for restructuring benefits and lowering pension costs; and

Whereas, benefits and compensation for Department heads, Administrative Management, Confidential and Unrepresented Employees are established under Salary Resolution 95-0926 (Salary Resolution); and

Whereas, benefits for elected Department Heads are established under the Salary Resolution and may be amended at the end of the current term of office; and

Whereas, the compensation and benefits of the Board of Supervisors is set by ordinances but incorporates by reference, provisions of the Salary Resolution; and

Whereas, in August of 2012, the Board approved a resolution of intent to change pensionable compensation and benefits provided under Salary Resolution, to reduce long term pension costs and reduce total compensation by 3%, to be effective by the end of March 2013; and

Whereas, the Board acquired actuarial data on the proposed changes, and the results of the actuarial study on the effects of the changes to pensionable compensation were presented to the Board on February 26, 2013, and the results of the actuarial study on

Resolution #

Date:

Page 2

the effects of the changes to pension benefits as a result of the California Public Employees Pension Reform Act (PEPRA) were presented to the Board on December 11, 2012,

Now, Therefore, Be It Resolved that the Board hereby approves the amendments to the Salary Resolution 95-0926 effective March 19, 2013 (Attachment A) which is attached and incorporated by reference herein;

Be It Further Resolved the County Administrator and 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 Agenda Item Summary Report

Agenda Item Number: 22

(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 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 Sonoma County Air Pollution Control District

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Carol Allen, 565-2549

Supervisory District(s):

All

Title: Memorandum of Understanding between the County of Sonoma and the Service Employees' International Union Local 1021 (SEIU)

Recommended Actions:

Adopt concurrent resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the SEIU for the period of March 19, 2013 through October 31, 2015.

Executive Summary:

Representatives of the County and of the Service Employees' International Union Local 1021 (SEIU) 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. The goals of reducing pension costs, reducing total salary and benefits costs by 3%, and 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

- Employees hired on or after January 1, 2013: 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.
- Employer Paid Member Contribution (EPMC): Effective March 19, 2012, the County will stop paying 2.25% of the employee's share of normal retirement costs and each SEIU represented employee will pay the full cost of the employee's share.

3% On-Going Total Compensation Reduction

ATTACHMENT A

COUNTY OF SONOMA

SALARY RESOLUTION

No. 95-0926

Prepared by:
Sonoma County Human Resources Department

Revised ~~06/2012~~ March 2013

SALARY RESOLUTION

No. 95-0926

SECTION 1 - TITLE

This Resolution Number 95-0926 shall be known as the Salary Resolution of the County of Sonoma. The provisions of this Resolution may be superseded in whole or in part by resolutions adopted by the Board of Supervisors of Sonoma County. Each such resolution shall be effective on the first day of the County pay period next succeeding its adoption unless such resolution provides otherwise. Any provision of Resolution No. 89-1623 superseded by resolution of the Board of Supervisors shall be deemed repealed upon the effective date of the superseding resolution.

SECTION 2 - APPLICABILITY

- 2.1 The provisions of this Resolution shall apply to both classified and unclassified services of the County of Sonoma.
- 2.2 Sections 7 through 31 of this Resolution apply only to Unrepresented Administrative Management positions, Department Heads (including elected Department Heads, except where specifically excluded in this document or by law), Unrepresented Confidential positions, and/or positions not represented by any recognized employee organization. "Unrepresented employees" shall mean those employees or positions which are neither Unrepresented Management nor Unrepresented Confidential and which are not represented by a recognized employee organization. When used in Sections 7 through 31 the term "employee" shall mean Unrepresented Administrative Management, Unrepresented Confidential, and Unrepresented employees.
- 2.3 Special Districts (Amended 1/11/12)
Whenever an employee changes employment from the County of Sonoma County, the Sonoma County Water Agency, the Northern Sonoma County Air Pollution Control District, the Sonoma County Community Development Commission, the Sonoma County Community Development Commission or the Sonoma County Agricultural Preservation and Open Space District, to another of those agencies without a break in pay status greater than two (2) working days, service with the first entity shall be deemed to be service with the second entity for purposes of accrual, accumulation and use of: (i) paid vacation, (ii) sick leave, (iii) entitlement to salary step, and (iv) retiree medical benefits. Such employee shall retain the same such benefits to which entitled immediately prior to reassignment. Upon each reassignment, the employee shall be paid for unused overtime credits in the same manner as provided by this Resolution upon separation, and such unused overtime credits shall not be transferred from one entity to another.
- 2.4 Nepotism
No person shall be employed without written approval of the Director of Human Resources in any position in which the employee will directly or indirectly supervise, or in which the employee will be directly or indirectly supervised by, his or her husband, wife, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person with whom the

employee has a relationship in loco parentis.

2.5 Catastrophic Leave/Decedent's Benefit

a) Definition

- 1) Catastrophic Leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.
- 2) A Decedent's Benefit is the accumulation of vacation or compensatory leave hours donated by other County employees to the designated beneficiary or estate of a County employee who dies while an employee of the County.

b) Coverage

All regular employees of the County of Sonoma, the Sonoma County Community Development Commission, the Sonoma County Water Agency, and the Northern Sonoma County Air Pollution Control District, who have successfully completed two-thousand eighty (2,080) hours (one year) in paid status shall be eligible for such leave due to their own serious illness or injury, or serious illness or injury to spouse, domestic partner or dependent minor child. The designated beneficiary or estate of an employee who was employed by any of the above-mentioned entities and successfully completed two-thousand eighty (2,080) hours (one year) in paid status and met the criteria set forth at paragraph 2.5(a) (2) shall be eligible to receive any decedent's benefit.

c) Other Leaves

The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

d) Catastrophic Leave

Catastrophic leave shall be additional paid leave available from vacation or compensatory leave hours donated by other County employees to a specific, qualified employee.

e) Decedent's Benefit

A Decedent's Benefit shall be the accumulation of vacation or compensatory leave hours (up to a maximum of six-hundred eighty (680) hours) donated by other County employees to the designated beneficiary or estate of a County employee who dies while an employee of the County. The decedent's benefit shall be paid to the designated beneficiary or estate of the County employee in the same manner as payment to the designated beneficiary or estate of the County employee of the decedent's own vacation and compensatory leave hours.

f) Employees donating vacation or compensatory leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time. Employees may donate all of their accrued compensatory time.

g) An employee or a decedent requesting catastrophic leave must receive the recommendation of his/her department head and the approval of the Director of Human Resources. Such leave may initially be approved up to a maximum of three-hundred forty (340) hours donated hours. If the catastrophic illness or injury continues, up to an additional three-hundred forty (340) donated hours may be recommended and approved.

h) Employees donating vacation or compensatory leave to a decedent's benefit must donate

their vacation or compensatory leave hours no later than thirty (30) days after the employee's death or within thirty (30) days of the enactment of this revised Decedent's Benefit Policy.

- i) The Auditor-Controller-Treasurer-Tax Collector shall account for the donation and disbursement of catastrophic leave hours. At the end of the thirty (30) day period allowed for donations for a Decedent's Benefit, the Auditor-Controller-Treasurer-Tax Collector will process adjustments and then disburse to the designated beneficiary or estate all funds for leave time donated.
- j) The decision of the Director of Human Resources to deny the recommended Catastrophic Leave shall be appealable to the Civil Service Commission within ten (10) calendar days of his/her decision. The decision by the Civil Service Commission shall be final.

2.6 Long Term Care Payroll Deduction

~~The County agrees that 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.~~

2.7 Short-Term Disability - Payroll Deductions

The County agrees that permanent Confidential employees may purchase Short-Term Disability Insurance coverage as may be offered by the SEIU Union Insurance Services, at their own expense, through bi-weekly payroll deductions. Each employee is responsible for submitting to SEIU Union Insurance Services his/her own application for Short-Term Disability Insurance and any subsequent material required by the insurance provider. The County is not responsible for deductions not taken or premiums unpaid while an employee is in an unpaid status.

SECTION 3 - PAY PERIODS

- 3.1 Each pay period shall cover fourteen (14) consecutive calendar days and shall start on a Tuesday and end with the second Monday thereafter. Employees and officers shall be paid for each hour of ~~pay-paid~~ status and other compensation nine (9) calendar days following the last day of the pay period. If a holiday falls on said day, payment shall be made on the preceding working day.
- 3.2 Each payroll shall be approved by the County Auditor-Controller-Treasurer-Tax Collector before any salaries or wages provided for herein are paid.

SECTION 4 - SALARY SCHEDULE

Each salary ~~range-scale~~ shall consist of nine (9) salary steps, which shall be known as Steps A, B, C, D, E, F, G, H, and I. Each step shall be expressed in cents per hour. The salary ~~range-scale~~ for each class which is allocated to a salary ~~range-scale~~ is listed in ~~Table I~~Appendix A for Unrepresented Administrative Management, Unrepresented Confidential and other Unrepresented classes in terms of

cents per hour at Step A. The salary ~~range-scale~~ for classifications represented by recognized employee organizations is listed in the appropriate Memorandum of Understanding. Unrepresented extra-help employees in classifications which are represented shall be paid on the same salary ~~range scale~~ as listed for the represented employee in the same class. A table shall be published setting forth the value of each step of each salary ~~rangescale~~.

4.1 Salary ~~Ranges-Scales~~

Salary ~~Ranges-Scales~~ are shown in Table I.

4.2 Flat Rates

The salary for each class, which is to be paid at a flat rate, is listed in ~~Table I-Appendix A~~ in terms of cents per hour of the flat rate or at the annual salary for the class.

4.3 Base Hourly Rate

The base hourly rate for each employee whose class is allocated to a salary ~~range-scale~~ shall be the hourly rate for the step of the salary ~~range-scale~~ at which he or she is paid.

4.4 Pay-Paid Status

Each employee shall be considered to have ~~pay-paid~~ status whenever the employee is at work, absent on a paid holiday, or absent on leave with pay, or absent on authorized compensatory time off.

SECTION 5 - ALLOCATION OF POSITIONS

5.1 Number of Positions

The number of allocated full-time or part-time positions in each County department or budgetary division shall be determined by the Board of Supervisors as a part of its adoption of the County Budget or of amendments thereto.

5.2 Allocation List

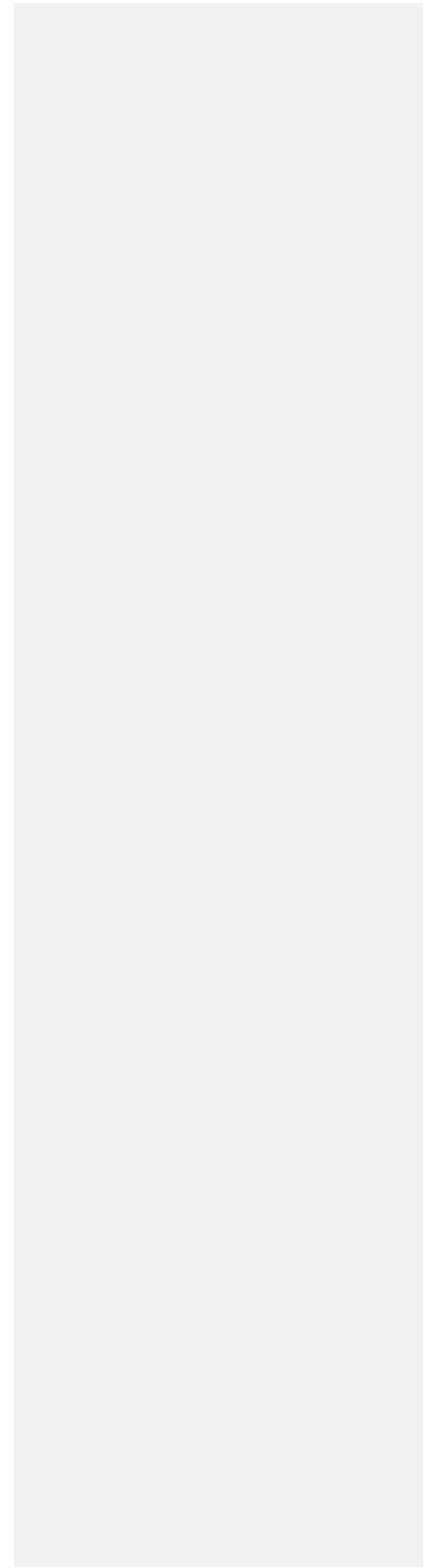
The Director of Human Resources shall provide for maintenance of a Departmental Allocation List which shall contain the number of permanent positions which have been or may hereafter be allocated to each County department or budgetary division in accordance with this Section, and which shall state the classification of each such position. The County Administrator is hereby authorized to approve amendments to the Departmental Allocation List in accordance with Board Ordinance No. 70506, October 20, 1981.

5.3 Substitute Position

Each position, which is contained on said Departmental Allocation List, may be filled by the employment of a qualified person in the class in which the position is authorized. With approval of the Director of Human Resources, it may be filled on a substitute basis by the employment of a qualified person in a closely related class which is allocated to the same or a lower salary or salary range.

5.4 Dual Position

With the approval of the County Administrator and the Director of Human Resources, a position vacated, or to be vacated, through retirement or other separation of an employee, or which is occupied by an employee who is receiving compensation pursuant to Section 4850 of the California Labor Code, or which is occupied by a person on an extended leave of absence, may be filled as a dual position prior to the date of separation, and thereafter for the duration of the unused leave or overtime which is paid to the employee upon separation or of the leave of absence of the employee.



5.5 Extra-Help

Department Heads may employ extra-help employees in accordance with established employment procedures and the Rules of the Civil Service Commission and within authorized budgetary appropriations for such employment.

SECTION 6 - BOARDS and COMMISSIONS

6.1 NSCAPC Board

Each member or alternate member of the Northern Sonoma County Air Pollution Control (NSCAPC) Board shall receive seventy-five dollars (\$75) for each meeting and/or session thereof of such board or commission attended as such member or alternate provided, however, the maximum compensation which any member of said commission or board may receive for attendance at meetings on one calendar day shall be seventy-five dollars (\$75).

6.2 Board of Building Appeals

Each member of the Board of Building Appeals shall receive twenty-five dollars (\$25) for each meeting attended by such member, but not for more than one meeting in any one calendar month.

6.3 Retirement Board

Each member of the Retirement Board shall receive one hundred dollars (\$100) for each meeting attended by each member, provided that employees and Elected Officials of the County of Sonoma shall not receive such compensation, and that the maximum compensation which any member of the Retirement Board shall receive in one month shall not exceed five hundred dollars (\$500) per Government Code Section 31521.

6.4 BZA, LAFCO, Planning Commission, and Civil Service Commission

Each member of the Civil Service Commission, the Board of Zoning Adjustment (BZA), the Planning Commission, and the Local Agency Formation Commission (LAFCO) shall receive seventy-five dollars (\$75) for each half day and one hundred twenty-five dollars (\$125) for each full day per diem for each meeting day of such board or commission attended by such member. A member of the Board of Supervisors of the County of Sonoma who serves as a member or alternate member of the Local Agency Formation Commission shall not receive such compensation.

6.5 Assessment Appeals Board

Each member of the Assessment Appeals Board and Assessment Hearing Officer shall receive one hundred twenty-five dollars (\$125) for each full day meeting of said board attended by the member. Half-day meetings shall be compensated at the rate of seventy-five dollars (\$75), and shall be scheduled only to conduct deliberations on appeals under submission, to conclude hearings which could not be completed within one calendar day, or in the event there are too few appeals scheduled to fill a regular calendar day.

6.6 Other Boards and Commissions

Other Boards and Commissions shall be compensated as provided by resolution of the Board of Supervisors.

6.7 Mileage and Expenses- Boards

In addition to the amounts provided above, as reimbursement for use of any motor vehicle not owned by the County, each member of the enumerated boards and commissions in this Section 6 shall receive the sum per mile which is allowed by this Resolution to officers, deputies and employees of the County for each mile actually and necessarily traveled in performance of official duties, and such additional reimbursement for actual expenses as shall be provided by resolution of the Board of Supervisors.

6.8 Recruitment and Retention Bonus

With the recommendation of the Director of Human Resources and the County Administrator, the Board of Supervisor's may designate by resolution a recruiting and retention bonus for difficult to recruit and retain classifications when there is a tight labor market for the class, more than one vacancy exists, and/or previous recruitments have been unsuccessful.

6.9 Candidate Travel Reimbursement

a) With the recommendation of the Director of Human Resources and the appointing authority, the County Administrator may authorize the Auditor to reimburse certain travel expenses for finalist candidates for selection interviews. The reimbursement may cover airfare, automobile mileage or rental fee up to the value of the equivalent airfare, and hotel costs, up to a maximum of \$1,000. The travel must be of more than 200 miles from Santa Rosa and have the pre-approval of the County Administrator's Office to qualify for this reimbursement.

b) Candidates for department head recruitments and select senior management recruitments, as determined by the County Administrator, will be reimbursed for airfare, automobile mileage or rental fee up to the value of the equivalent airfare, and hotel costs at the oral interview stage and at subsequent final selection interviews with the appointing authority. The reimbursement will be based on the lowest cost airfare available and the County will select the hotel with reasonable rates. The reimbursement for these individuals will be based on the actual allowable costs incurred.

6.10 Keeper

Keepers will be paid in accordance with the statutory provisions of Government Code Section 26726.

SECTION 7 - ADMINISTRATION OF SALARY SCHEDULE

7.1 Salaries

Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A Step 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 (2.0%) the A Step of each scale in the Salary Table specified in Appendix A.

7.2 Salary Upon Employment

a. Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary ~~range-scale~~ for the class.

- b. 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 higher rate than the minimum upon recommendation of the appointing authority with the approval of the County Administrator. The appointing authority may authorize an advanced step salary placement through Step E. County Administrator approval continues to be required for advance step placements for Steps F through I.

7.23 Salary – Consideration Upon ~~Reappointment~~ ~~Consideration~~ or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time, part-time, or extra-help basis in the same or closely related class in the same or in a lower salary ~~range-scale~~ within five (5) years of resignation, shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County Administrator is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. The appointing authority may authorize an advanced step placement through Step E. County Administrator approval continues to be required for advance step placements Steps F through I.

7.34 Salary - ~~Extra-Help to Permanent and~~ ~~Extra-Help to or~~ ~~Extra-Help~~ Permanent Appointments

- a. An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step in the appropriate salary ~~range-scale~~ which is nearest in the amount to that of the step received while employed in the extra-help position. Employment at a higher salary step not to exceed the maximum of the ~~range-scale~~ may be authorized upon recommendation of the appointing authority and approval by the County Administrator. The appointing authority may authorize an advanced step placement through Step E. County Administrator approval continues to be required for advanced step placements for Steps F through I.
- b. An extra-help employee who is appointed to another extra-help job without a break in service shall receive the salary rate step in the new ~~range-scale~~ which is closest to but not exceeding the rate paid in the former range. This provision does not apply to extra-help employment in more than one extra-help position.
- c. When an extra-help employee returns within one (1) year from the date of termination to the same position, which the employee previously occupied or to a similar position paid on the same salary ~~rangescale~~, the employee shall receive the same step of the ~~range-scale~~ as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

7.45 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within two (2) years in the same class from which separated, or in a closely related class in the same salary ~~rangescale~~, or in a lower salary ~~range-scale~~ than the class from which separated, shall be paid at the same step in the salary ~~range-scale~~ as the employee was paid at the time of displacement, layoff or voluntary demotion, or the step of the

~~range-scale~~ which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in ~~pay-paid~~ status before and after separation and restoration equal the number of hours required for merit increase.

7.56 Salary Upon Promotion

a. Except as otherwise provided herein, any full-time or part-time employee who is promoted to a position of a class allocated to a higher salary ~~range-scale~~ than the class from which the employee was promoted shall receive the salary step rate of the appropriate ~~range-scale~~ which would constitute an increase of salary most closely equivalent to five percent (5%) of the

employee's step rate before promotion, but not less than the minimum salary ~~range-scale~~ for the new class nor greater than the maximum salary ~~scale~~ of the new class.

b. 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.

c. An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals one thousand forty hours (1,040). The effective date of the merit increase shall be in accordance with Section 7.20.

7.67 Salary – Upon Promotion - Advanced Salary ~~Upon Promotion Step~~

Upon promotion of a full-time or part-time employee to a new class, the appointing authority may recommend to the County Administrator that the person being promoted receive a rate of pay that is higher than that to which the employee is entitled but in no way exceeds the top of the ~~rangescale~~. The appointing authority may authorize an advanced salary step placement through Step E. County Administrator approval continues to be required for advance step placements for Steps F through I.

7.78 Salary - Upon Demotion During Probation (~~Failed Probation~~)

A 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. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

7.89 Salary- Upon Involuntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section ~~7.7-8~~ above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary ~~range-scale~~ than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the ~~range-scale~~ for the new class next lower than, but not more than five percent (5%) lower than the salary received before demotion, except that such employee will not be paid more than the maximum of the ~~range-scale~~ of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.910 Salary - Upon Voluntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 7.7-8 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary ~~range-scale~~ than the class from which the employee is demoted, shall receive the highest salary step in the ~~range-scale~~ for the new class which does not exceed the salary received before demotion, but not exceeding the maximum of the salary for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion.

7.4011 Salary- Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (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.

7.412 Temporary Assignment to a Higher Class~~Salary Upon Temporary Promotion (Amended 3/19/13)~~

An employee assigned by the appointing authority to perform the majority of duties of a limited term project position, with the approval of the County Administrator and the Director of Human Resources, or to a higher classification to fill a vacancy caused by resignation, termination, promotion, or an ~~approved-extended~~ leave of absence, ~~must complete the required personnel forms and must-who~~ meets the minimum qualifications of the higher classification or position. ~~and who serves continuously in the higher classification or position for more than fifteen (15) consecutive days of work~~ Such employee shall be paid ~~retroactively 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, or not greater than the maximum salary of the new class or a salary rate assigned to the limited term project position. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive any authorized increases for the ~~higher class as described in section 7.12 below.-position in accordance with the merit increase section of this Resolution as though the employee had been appointed on the day that the employee began to receive the salary designated for the position.~~

7.123 Temporary Promotion - Merit Increase Eligibility (Amended 3/19/13)

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the "T" step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the "T" step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- b) If an employee is at the "T" step of the lower class when assigned to

the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.

- c) An employee who is subsequently reassigned by the appointing authority within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Subsection 7.18 –Merit Advancement.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Subsection 7.12 (a), such hours shall not also count toward a merit increase in the higher class.

Subsequent Reassignment of Temporary Promotion

~~An employee subsequently reassigned within twenty-four (24) months of the beginning date of the initial assignment to fill a vacancy in the higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary as described in Section 7.11 above. An employee who is subsequently reassigned within twelve (12) months of the ending date of the most recent temporary promotion, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 7.19.~~

7.4314 Salary - Upon Transfer (Amended 11/2/10)

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step that the employee was receiving prior to the transfer. ~~or in another closely related class for which s/he possesses the minimum qualifications shall be paid at the step in the new range nearest the amount to that received prior to transfer, as long as the following condition is met: the job class had a salary range within a maximum of plus or minus four percent (+ or -4%) of the employee's current salary range.~~ A full-time or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class as defined in the Civil Service Rules for which s/he possesses the minimum qualifications shall be paid in the new scale nearest in amount to what the employee received prior to transfer.

7.4415 Salary - Upon Reallocation of Class

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

7.4516 Salary- Upon Reclassification of Position - Same Salary Scale

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 position in accordance with the Civil Service Rules.

7.4617 Salary - Upon Reclassification of Position - Higher Salary Scale

Except as otherwise provided herein, whenever a position is reclassified to a class which is

allocated to a higher salary ~~rangescale~~, the salary of the incumbent shall be provided by this Section upon promotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

7.4718 Salary - Upon Reclassification of Position - Lower Salary Scale

Whenever a position is reclassified to a class, which is allocated to a lower salary ~~rangescale~~, the salary of the incumbent shall be provided by this Section upon voluntary demotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules. Whenever the effect of a 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 occurs first. Appropriate records shall show an incumbent as being paid at a special fixed rate (Y-Rate) of the salary ~~rangescale~~ for the employee's class.

7.19 Merit Advancement (Amended 3/19/13)

a. **Merit Advancement Within Salary RangeScales**: Merit increases within a ~~rangescale~~ shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's appointing authority. Merit increases shall be made within the appropriate salary ~~rangescale~~ for the class by computing the new salary step rate which is most closely equivalent to two and a half (2 ½), five (5), seven and a half (7 ½), or ten (10) percent higher than the previous base hourly salary subject to the criteria below in 7(b). The usual merit increase for Satisfactory or Exceeds Standards, as documented by a written performance evaluation, shall be five (5) percent. The department head has the option of giving no increase or a two and a half (2 ½) percent increase for less than overall satisfactory performance.

To request a flexible merit increase (any other than five percent (5%)), or to award a merit in advance of eligible date), the appointing authority must complete the Flexible Merit Increase form and attach the employee's performance evaluation then forward to the County Administrator for approval. This Section shall not be grievable or appealable under any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the appointing authority may, upon request, meet and discuss with the appointing authority the reasons for the denial. The decision of the appointing authority shall be final.

b. **Merit - Special Merit-Advancement**: Either (1) or (2) can be chosen, but may not be combined. Increase cannot exceed ten percent (10%) in the previous twelve (12) months.

(1) Upon recommendation of the appointing authority and approval by the County Administrator, an employee may be given a five percent (5%) merit step advancement before regularly scheduled as provided in section 7.4920. Such special salary advancement shall be documented by an overall Outstanding rating with no areas of improvement needed in the written performance evaluation. Only

one such special increase can be given in a twelve (12) month period or in the first twelve (12) months following appointment to the position.

- (2) An employee may be advanced in the salary ~~rangescale~~ based on merit at seven and one half percent (7 ½%) or ten percent (10%) increase, documented by an overall Outstanding rating in the written performance evaluation with no areas rated Improvement Needed. A seven-and-one-half percent (7 ½%) or ten percent (10%) increase must have the recommendation of the appointing authority and approval by the County Administrator.

~~7.1920~~ Merit Increase – Total Hours Required Salary Upon Advancement Within “A” Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status exclusive of overtime within the current class equals one thousand forty (1,040) hours. Each such employee shall be considered for subsequent merit increases when the employee's total hours in pay status exclusive of overtime, at each step to which advanced, equals two thousand and eighty (2,080) hours. Notwithstanding the above, employees in the classification of Student Intern, Law Clerk or Senior Law Clerk may be considered for a merit increase following the completion of each school semester of internship experience with the approval of the Director of Human Resources. This Section shall not be grievable or appealable under any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the appointing authority may, upon request, meet and discuss with the appointing authority the reasons for the denial. The decision of the appointing authority shall be final.

~~7.2021~~ Merit Increase - Effective Date of Merit Increase

The effective date of the merit increase shall be the start of the work day during which the employee becomes eligible for the merit increase. (Amended 12/15/09)

~~7.2122~~ Salary for Extra-Help Employment on Three Step RangeScale

Notwithstanding other provisions of this Resolution, each person employed as an Unrepresented extra-help employee in a position wherein the salary ~~rangescale~~ is established pursuant to a negotiated Memorandum of Understanding between the County and Operating Engineers, Local 39 shall be paid within a three step system, the steps being E, G, and I of the respective salary ~~rangescale~~ listed in the current Memorandum of Understanding. Appointment to any Unrepresented position shall be made at the minimum rate, i.e., Step E.

~~7.22~~ Salary Upon Notice of Retirement(mended)

~~Any Appointed Department Head who has served in that capacity for at least three (3) continuous years, has more than five (5) years of County service, who will be eligible for a service retirement within a one (1) year period, and who delivers to the Clerk of the Board of Supervisors an irrevocable notice of resignation not earlier than one (1) year nor later than six (6) months from the date of such resignation shall receive a five percent (5%) increase in salary effective the beginning of the pay period following the date of delivery of such notice. All other benefits tied to salary or related employee contributions shall be increased proportionately at the same time. The notice of resignation shall be in a form approved by the County Counsel. The resignation shall be deemed accepted and shall be effective on delivery. With the approval of the Board of Supervisors, a resignation may be rescinded at any time~~

~~prior to the effective date of the resignation. Under such circumstances, the Department Head would be required to repay the County any additional compensation or other increase in benefits authorized hereunder. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time. During such extension, the Department Head shall continue to receive the additional compensation authorized hereunder.~~

7.23 Salary Reduction In Pay Upon Discipline

For a full-time or part-time Confidential or Other Unrepresented 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, vacation and compensatory time accruals and usage, and vacation, sick and compensatory time pay off. 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 one thousand forty (1,040) hours in duration. Section 7.23 does not apply to Administrative Management employees.

SECTION 8 - PREMIUM PAY

8.1 Premium - P.O.S.T. Premium Compensation

Each Unrepresented employee in the class of Deputy Sheriff II, Sheriff's Sergeant, District Attorney Investigator I, District Attorney Investigator II, Senior District Attorney Investigator, Welfare Fraud Investigator I, Welfare Fraud Investigator II, Public Defender Investigator I, and Public Defender Investigator II who have been awarded a valid certificate issued by the California Commission on Peace Officers' Standards and Training (POST), shall be eligible for POST premium compensation at the same rate of pay as described in the Memorandum of Understanding representing permanent employees in the same classification.

Each Sheriff who has been awarded an advanced certificate issued by the California Commission on Peace Officer's Standards and Training (POST) shall be eligible for POST premium compensation upon presentation of said certificate to the County. Each eligible Sheriff who has been awarded a valid advanced certificate shall receive three percent (3%) of base hourly rate thereafter, added to the employee's base hourly rate for all compensation purposes.

The payments set forth in this Section (8.1) shall become effective at the beginning of the first full pay period following the date of eligibility or application for the specified POST premium, whichever date is later.

8.2 Premium - Shift Differential

Employees designated as Unrepresented Confidential or Unrepresented shall be entitled to receive shift differential if the employee is assigned to work, and actually works an evening or night work shift.

- a. Shift differential shall be paid only for hours worked on the defined shift. An employee whose shift starts 7 a.m. or later and ends by 7 p.m. shall not be eligible for shift pay.

- b. An employee must actually work more than fifty percent (50%) of his or her shift hours between 2 p.m. and 10 p.m. to receive the evening shift differential premium specified in this Subsection (8.2(c)). An employee must actually work more than fifty percent (50%) of his or her shift hours between 10 p.m. and 8 a.m. to receive the night shift premium specified in subsection 8.2(d).
- c. **Evening Shift Premium:** An additional five percent (5%) above the employee's base hourly rate for each hour actually worked on an evening shift.
- d. **Night Shift Premium:** An additional ten percent (10%) above the employee's base hourly rate for each hour actually worked on a night shift.
- e. Employees in job classes represented by other bargaining units entitled to receive shift premium pay shall be paid as described in the Memorandum of Understanding representing permanent employees in the same classification.

8.3 **Premium Pay - Confidential Employees**

Employees designated as Unrepresented Confidential employees shall be entitled to receive a premium pay of ninety cents (\$.90) per hour.

~~The confidential status premium shall be included as base salary for purposes of retirement, effective October 1, 1991, and deferred compensation effective August 31, 1993.~~

8.4 **Premium Pay - Nurse Practitioner/Physician Assistant (Amended 3/19/13)**

Each Unrepresented 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 Assistant ~~Pediatrics or Nurse Practitioner-OB/GYN~~, and who is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner ~~Pediatrics or Nurse Practitioner-OB/GYN/Physician Assistant~~, shall be paid at the salary step of the ~~range~~ scale for such higher classification which corresponds to the salary step of the employee's salary ~~range~~ scale for each hour assigned and actually worked at said classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner/Physician Assistant.

8.5 **Bilingual Pay (Amended 3/19/13)**

When a Department Head designates an Unrepresented Administrative Management position or Unrepresented Confidential position or an Unrepresented position 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 Director of Human Resources. Thereafter, the employee shall be entitled to the payment of one dollar (\$1.00) per hour of bilingual pay differential for every hour the person actually worked. Employees in job classes represented by other bargaining units entitled to receive bilingual pay shall be paid as described in the Memorandum of Understanding representing permanent employees in the same classification.

8.6 **Bilingual Pay - Termination of Bilingual Premium Pay (Amended 3/19/13)**

When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten percent (10%) of the employee's time for three consecutive pay periods, ~~said employee may be~~ the County may remove the employee from the list of designated bilingual employees. ~~Thereafter and;~~ the employee will no longer be entitled to receive Bilingual Premium Pay, unless re-designated by the department head at a later date.

8.7 Bilingual Pay - Daily Assignment

When (a) a Department Head has designated an Unrepresented/Confidential position which requires bilingual skills on the average of at least ten percent (10%) of the employee's work time, and (b) an employee has been assigned on an on-going basis to carry out such assignment, and (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the Department Head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the Department Head and the Director of Human Resources, shall be entitled to the bilingual premium specified in Section 8.5 per hour for all hours actually worked in a daily assignment.

8.8 Extra-Help Employees

Each Unrepresented extra-help employee in the class of Occupational Therapist I, Occupational Therapist II, Physical Therapist I and Physical Therapist II shall be paid a premium of ten percent (10%) above the employee's base hourly rate.

8.9 Premium Pay for Detention Facilities

An Unrepresented extra-help employee in a classification represented by Engineers and Scientists of California (ESC) who is assigned to work in a detention facility shall receive the premium pay specified in the ESC current contract above the employee's base hourly rate for all hours worked in the detention facility. Only those detention facilities listed in the ESC contract under Section 12.7 are eligible for this premium.

8.10 Patient Care Manager/Family Nurse Practitioner Certified

When required by a position, as determined by the appointing authority, an employee in the class of Patient Care Manager who is certified as a Family Nurse Practitioner (FNP) shall be paid as a Patient Care Manager/FNP, as specified in ~~Table I~~Appendix A.

~~8.11 LAFCO Premium Pay Assignment~~

~~An employee in the job class of Administrative Analyst II or Administrative Analyst III who is assigned as the LAFCO Executive Officer shall be paid a premium of three percent (3%) above the employee's base hourly rate.~~

8.42-11 Facilities Assignment Premium Pay

When an Office Support Supervisor Confidential or a Senior Office Support Supervisor Confidential in the Human Services Department is assigned by the Department Head or designee to building/facility maintenance tasks such as liaison with landlords, security firms, management of building equipment, pool cars or other related tasks and these tasks require twenty-five percent (25%) or more of his/her time, he/she will receive a premium pay five

percent (5%) above the employee's base hourly rate for all hours ~~in pay status~~ assigned and actually worked.

~~8.13 — Adult and Children's Services Assignment Premium Pay An employee in the job class of Program Planning Analyst allocated to the Human Services Department, who is assigned full time as the trainer for Adult and Children's Services, shall be paid a premium of ten and one half percent (10 ½%) above the employee's base hourly rate. (Amended 11/16/01)~~

~~8.14 — Public Health Laboratory Director — Contract Services Premium
The Director of the Sonoma County Public Health Laboratory shall a 12.5% premium for managing Mendocino County's Public Health Laboratory, per contractual agreement between the counties. This premium will be discontinued either upon termination of the contract with Mendocino County, or after changes to the Sonoma County Public Health Laboratory have been finalized and Human Resources has completed a classification and compensation study.~~

SECTION 9 - STAND-BY

9.1 Stand-By Defined

Stand-by duty requires that an employee be designated by the ~~appointing authority~~ County, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time, and refrain from activities which might impair their ability to perform assigned duties.

9.2 Stand-By Compensation (Amended 3/19/13)

When the County assigns an Unrepresented Confidential or Unrepresented employee to standby duty, the County shall compensate the employee at the rate of \$4.75 per hour for all standby compensation. If and when the County calls and employee back to work, the employee shall be paid call-back pay described in Section 9.3 and shall not received standby until the employee returns to standby status. The County shall not pay an employee for both call back and standby pay for the same hours worked. ~~An Unrepresented Confidential or Unrepresented employee who is released from duty and is assigned by the department to be on stand-by, shall be eligible for stand-by pay at the rate of twelve percent (12%) of the I Step of Maintenance Supervisor I classification per hour for every hour the employee stands-by except as provided below:~~

~~An employee of the Information Systems Department in the Technical Services Division, Work Group Support Division and Applications Maintenance Division only, assigned to stand-by duty shall receive \$4.30 per hour premium pay for each hour the employee actually stands by. The employee shall receive this compensation for being on stand-by and for processing any related paperwork.~~

Notwithstanding other provisions of this Resolution, each person employed as an Unrepresented extra-help employee in a position wherein the salary ~~range~~ scale is established pursuant to a negotiated Memorandum of Understanding between the County and other unions shall be paid at the same rate of pay as other employees in the bargaining unit for each hour assigned to stand-by with a minimum eight (8) hour stand-by assignment. No stand-by shall be considered as time worked. In no case shall an employee continue to receive stand-by pay once called back to work.

9.23 Call-Back (Amended 3/19/13)

Unrepresented Confidential employees and Unrepresented employees who are called back to work after having completed the normal shift and after having left the work site, shall be entitled to receive a minimum of two (2) hours ~~or for each hour actually worked, whichever is greater,~~ at the rate of ~~time~~ one and one-half (1 ½) times the employee's base hourly rate of pay. Time worked, for which to employee is entitled to call-back compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing overtime, only time actually worked and travel time shall be considered. The County shall not pay an employee for call-back pay, standby pay, and phone work pay during the same period of time. ~~or overtime accrual for the actual time worked, whichever is greater.~~ Notwithstanding other provisions of this Resolution, each person employed as an Unrepresented extra-help employee in a position wherein the salary ~~range~~ scale is established pursuant to a negotiated Memorandum of Understanding between the County and other unions shall be paid at the same rate and manner as other employees in the bargaining unit when called back. ~~Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.~~

9.34 Phone Work Compensation (Amended 3/19/13)

With the ~~appointing authority~~ department head's approval, an Unrepresented employee or an Unrepresented Confidential employee may be called upon to resolve work related problems by telephone without having to return to the work site. ~~Such work shall be treated as time worked.~~ Compensation for such work shall be a minimum of one (1) hour ~~of overtime~~ at the rate of one and one-half (1 ½) times the employees base hourly rate of pay for any hour in which a telephone call is made or received. ~~compensation for any and all telephone calls received or made within that one (1) hour period.~~ In the event a later telephone call is received after the prior one (1) hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one (1) hour at the rate of one and one half (1 ½) times the employees base hourly rate of pay off all telephone calls made or received within that next hour. ~~one (1) hour of pay for all telephone calls received within that next hour.~~ Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this section. The County shall not pay an employee for call-back pay, standby pay, and phone work pay during the same period of time.

SECTION 10 - MILEAGE REIMBURSEMENT

10.1 Mileage Reimbursement

An employee designated as Unrepresented Confidential, Unrepresented Administrative Management or Unrepresented 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.

10.2 Automobile Expense Reimbursement - Department Heads, Assistant County Administrator and Presiding Judges

Notwithstanding Section 10.1, the Assistant County Administrator and all non-elected Department Heads who do not have permanent overnight assignment of a County vehicle shall receive a flat rate two hundred fifteen dollars (\$215) per pay period as reimbursement for all private vehicle mileage on official County business. Elected Department Heads ~~and the Presiding Judge of the Superior Court~~ who do not have permanent overnight assignment of a County vehicle shall receive a flat rate of three hundred twenty dollars (\$320) per pay period as reimbursement for all private vehicle mileage on official County business. Department Heads who currently have permanent overnight assignment of a County vehicle may elect to receive the automobile allowance in lieu of such assignment. Permanent assignment of an automobile will only be available to new Department Heads by Board approval if specifically required by the emergency nature of the position. Such officials receiving the flat rate reimbursement may, in addition, receive mileage reimbursement at the rate specified in Section 10.1 for mileage driven outside the boundaries of Sonoma County. Travel expenses to destinations served by common air carrier from San Francisco or Oakland International Airports shall be compensated at the lesser of the mileage reimbursement rate or the least expensive airfare to the destination. Officials receiving the flat rate reimbursement shall file necessary documents in accordance with instructions from the Auditor-Controller-Treasurer-Tax Collector. Officials receiving the flat rate reimbursement shall not use County vehicles on official County business except as required in extraordinary circumstances. (Amended 5/16/06)

SECTION 11 - CLOTHING AND EQUIPMENT

11.1 Issuance

The Board of Supervisors may, by resolution, provide for the issuance to employees of specific classes or departments of specific items of clothing or equipment which may be required in the performance of their official duties.

11.2 Personal Property Reimbursement

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or SECTIONs of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977, and as amended by Board of Supervisors Resolution No. 90-0721 dated April 24, 1990.

11.3 Safety Shoes/Boots (Amended 3-19-13)

Extra-Help Park Ranger Assistants shall have the option once in each two-year period to receive a voucher toward the purchase of safety shoes or boots. All vouchers shall be issued at

one hundred fifty six dollars (~~\$156.00~~\$170.00) for full boots and ninety dollars (\$90.00) for safety shoes.

SECTION 12 - STAFF DEVELOPMENT

12.1 ~~Tuition and Textbook Reimbursement~~ Staff Development Benefit Allowance

Subject to budgeted funds for this program, full-time and part-time (.04 FTE and greater) ~~Unrepresented~~ employees who are in allocated positions are eligible for ~~tuition and textbook reimbursement~~ Staff Development Benefit Allowance. ~~Upon approval of the appointing authority, an employee may request reimbursement for the following purposes: costs associated with a course approved by the appointing authority; fee payment of a course approved by the appointing authority; fee payment of licenses (not drivers' licenses); re-licensing, or professional certifications which are required for employment in the employee's classification; membership fees in professional or technical organizations which are directly related to the employee's current classification; professional or technical journals; cassettes, books, video tapes, and educational or reference material on computer software (excludes application software which are directly related to the employees current classification). Software shall not be loaded on County equipment without conformance with County Information Systems Department policies. Such requests shall be limited to costs totaling not less than twenty five dollars (\$25.00). Claims must be submitted by the third Friday in June, of the fiscal year. An employee may submit claims for remaining expenses which total less than \$25.00 by the third Friday of June, of the fiscal year. When an employee requests reimbursement for a course, satisfactory completion must be demonstrated. Except as provided in this Section no expenditure for supply costs, travel, or parking is authorized. No reimbursement shall be authorized for employees who receive, or are authorized to receive tuition reimbursement from another source. Tuition and textbook reimbursement may be used for continuing education courses subject to the provision of Section 12.2.~~ As specified in the chart below, full-time and part-time employees may receive reimbursement pursuant to the provisions of the Staff Development Benefit Allowance Program Administrative Manual. Carry-over funds shall not be cumulative from year to year.

Bargaining Unit		Full-Time	¾ Time	Part-Time
BU: 00 Unrepresented		1.00 FTE	> .75 FTE	.40 - .74 FTE
	Annual Allowance	\$ 500	\$ 500	\$ 250
	Maximum Carryover	\$ 250	\$ 250	\$ 100
	Max. Annual Allowance	\$ 750	\$ 750	\$ 350
	Wellness/Physical Fitness	\$ 100	\$ 100	\$ 100
BU: 51 Confidential	Annual Allowance	\$ 750	\$ 500	\$ 500
	Max Annual Carryover	\$ 250	\$ 150	\$ 150
	Max. Annual Allowance	\$1,000	\$ 800	\$ 800
	Wellness/Physical Fitness	\$ 250	\$ 150	\$ 150
BU: 49 - Board of Sups BU: 50 – Admin Mgmt BU: 52 – Elected DH	Annual Allowance	\$ 950	\$ 950	\$ 600
	Max. Annual Carryover	\$ 300	\$ 300	\$ 250
	Max. Annual Allowance	\$1,250	\$1,250	\$1,000

BU: 56 – Dept Heads	Wellness/Physical Fitness	\$ 300	\$ 300	\$ 200
BU: 60 - SCPDA				

Unrepresented Employees Tuition/Textbook				Dollar Value
F/T and P/T .75 & above	Benefit			500
	Rollover			250
	Maximum Benefit			750
Part Time	Benefit			250
	Rollover			100
	Maximum Benefit			350

Up to \$100 annually of available textbook and tuition funds may be spent on a qualifying wellness program, including physical fitness programs, gym memberships, smoking cessation, weight loss and stress reduction programs, and excluding physical fitness or athletic equipment, lockers and locks, food or food supplements, recreation/sports lessons, residential dietary/weight loss programs, personal trainer or entry, participation or league fees. Funds spent on wellness are taxable expenses.

~~12.2 Continuing Education Courses~~

~~Unrepresented employees, Unrepresented Confidential employees, and Unrepresented Administrative Management employees in allocated positions are eligible for continuing education courses. Those courses taken on County time must be directly related to the employee's present position or career advancement within the present department, and be approved by the employee's appointing authority. Tuition and textbook reimbursement for Unrepresented employees and Confidential and Management Benefit Allowance funds for Unrepresented Administrative Management and Confidential employees may be approved for use in continuing education courses subject to the provisions of Sections 12 and 13.~~

12.2 Staff Development - Computer Hardware, and Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware as defined in the County's Staff Development Benefit Program Allowance 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) 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 employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

12.3 Staff Development -Pro-rated Benefits

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware, and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware, or mobile device or return it to their department in good condition.

12.4 Wellness/Physical Fitness

A specified portion of the annual Staff Development Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs, as defined in the County's Staff Development Benefit Allowance Program Administrative Manual. The annual amounts of the allowance which can be used towards reimbursable expenses for this benefit are specified by bargaining unit, above.

9

12.35 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position or career advancement within the present department. Continuing education leave shall be considered as time worked.

12.46 In-Service Training

Attendance at in-service training courses may be authorized by the appointing authority.

12.57 Payment for In-Service Training

There are three ways the expenses of the program may be paid:

- a. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget.
- b. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- c. By the individual employee: The employee may pay the in-service training expenses in whole or in part from Tuition and Textbook funds (Unrepresented employees only), from Confidential and Management Benefit Allowance, or from the employee's private resources, if the employee requests and receives approval from the appointing authority for paid release time to attend the authorized training.

~~12.6 In Service Training Agreement~~

~~When attendance of any one course extends over a period in excess of four (4) employee workdays, either consecutive or at regular intervals, and when an expenditure of five hundred dollars (\$500) or more from County funds is required to cover in-service expenses, an employee requesting such training and receiving appointing authority approval, may be required to sign an agreement to reimburse the County for costs of the training, including tuition, books, travel and living expenses paid by the County, if the employee leaves County employment within one (1) year after completion of the training course. If the employee leaves County employ between one (1) and two (2) years after completion of the training course, the employee will reimburse the County for one half (1/2) of the in service training~~

~~cost. An In Service Training Agreement shall not be required where, against an employee's expressed desires, a department requires an employee to attend in-service training.~~

~~SECTION 13 – CONFIDENTIAL AND MANAGEMENT BENEFIT ALLOWANCE~~

~~13.1 – Unrepresented Confidential Employees~~

~~Each Unrepresented Confidential full time employee is entitled seven hundred and fifty (\$750) non-taxable dollars and two hundred and fifty (\$250) taxable dollars for each fiscal year as a Confidential Benefit Allowance. Each Unrepresented Confidential full time employee is entitled to carry over, into the next fiscal year, no more than two hundred fifty non-taxable dollars (\$250) in the Confidential Benefit Allowance, except that such carry over shall not be cumulative from year to year. Each Unrepresented Confidential employee, in a position designated as three quarters (3/4) part time, or part time, shall be entitled to five hundred (\$500) non-taxable dollars and one hundred fifty (\$150) taxable dollars for each fiscal year as a Confidential Benefit Allowance with a one hundred fifty non-taxable dollars (\$150) carry-over permitted.~~

~~13.2 – Unrepresented Administrative Management Employees~~

~~Each Unrepresented Administrative Management employee shall be entitled to a maximum of nine hundred and fifty (\$950) non-taxable and three hundred taxable dollars (\$300) for each fiscal year as a Management Benefit Allowance. Each Unrepresented Administrative Management employee shall be entitled to carry over, into the next fiscal year, no more than three hundred non-taxable dollars (\$300) in the Management Benefit Allowance, except that such carry over shall not be cumulative from year to year. Each Unrepresented Administrative Management employee, who works less than sixty (60) hours per pay period and is designated as part time, shall be entitled to a maximum of six hundred (\$600) non-taxable dollars and two hundred (\$200) taxable dollars for each fiscal year as a Management Benefit Allowance. Each such employee is entitled to carry over into the next fiscal year no more than two hundred fifty non-taxable dollars (\$250) in the Management Benefit Allowance, except that such carry over shall not be cumulative from year to year.~~

~~13.3 – Pro Rated Benefit Amount~~

~~Employees hired or promoted after January 1st of a fiscal year are eligible for one half (1/2) of the new allowance. Employees hired or promoted after April 1st are eligible for one quarter (1/4) of a new allowance. Employees who terminate prior to January 1st of a fiscal year are eligible for one half (1/2) of the annual allowance; employees who terminate between January 1st and March 30th of a fiscal year are eligible for three quarters (3/4) of the annual allowance; employees who terminate between April 1st and June 30th are eligible for the entire annual allowance.~~

~~13.412.8 Guidelines~~

~~The Director of Human Resources and the Employee Relations Manager shall develop, modify, implement and administer guidelines for the use of the County's Staff Development Benefit Allowance Program, in compliance with IRS regulations. Confidential, Law Enforcement Management and Management Benefit Allowance.~~

~~13.512.9 Non-Grievable~~

Sections 12.5 through 13.4 of this Resolution shall not be grievable or appealable under any County policy, resolution or rule.

SECTION 14 - DEFERRED COMPENSATION

14.1 Deferred Compensation – County Paid Program (Amended 3/19/13) ~~Unrepresented Administrative Management and Unrepresented Confidential Employees~~

The County shall deposit the following percentage of an employee’s bi-weekly base salary into the 401(a) Deferred Compensation account of each Unrepresented Administrative Management employee, Department Head, and each Unrepresented Confidential employee.

The County shall deposit the following percentage of bi-weekly base salary for other Unrepresented employees into their 457 Deferred Compensation account. (Extra-help employees are not eligible for Deferred Compensation; see PST/457 Section 15.25).

	Effective 6/22/04	Effective 3/19/13*	Effective 7/8/144/9/13**
Department Head	5.0%	2.25%	N/A
Administrative Management	4.5%	2.25%	N/A
Confidential Employee	4.0%	0%	N/A
Other Unrepresented Employee	1.0%	0%	N/A

* The changes in deferred compensation percentages referenced above shall be effective for elected Department Heads whose new term commences after March 19, 2013.

** ~~Effective July 8, 2014~~ April 9, 2013, the County’s contribution to deferred compensation will be eliminated.

In order to receive such deferred compensation, each employee must be in pay status for at least fifty percent (50%) of the employee's regular work schedule in a pay period. Nothing herein renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 14.1 (Deferred Compensation - County Paid Program) shall not be included in the calculations of retirement.

~~Effective June 22, 2004, one percent (1%) deferred compensation will be re-directed towards the 3% at 60 retirement benefit for general members as detailed within Section 36.1 and towards 3% at 50/55 for safety members as detailed within Section 36.2.~~

14.2 Deferred Compensation - Administrative Fees

Administrative Management, Appointed and Elected Department Heads, and Confidential employees who receives deferred County-paid 401(A) plan benefits shall pay a seventy-five

cent (\$0.75) fee per pay period. Fee payments under this section will no longer be charged to employees when County paid contributions to accounts are eliminated.

14.3 Deferred Compensation – Voluntary Plan (Amended 3/19/13)

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

14.4 PST/457 Deferred Compensation Retirement Plan (moved from Section 15.9)

Part-time (less than 0.50 FTE) and extra-help employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security. The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

EMPLOYEE	COUNTY
3.5%	4.0%

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Plan as they are presently covered by Social Security.

SECTION 15 - HEALTH AND WELFARE BENEFITS FOR ACTIVE EMPLOYEES

(Amended 3/19/13; 5/18/10)

15.1 Active Employee Health Plans

~~Effective June 2, 2009, an~~ An eligible employee ~~and eligible dependent(s) (as defined below)~~ ~~are~~ is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one (1) County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 15.2.8 regarding plans offered and pro-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.

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

Election to ~~participate~~ enroll in the County offered health plan ~~Health Plan or one of the HMO health plans made available through this Resolution, and the Dental Program~~ will take place ~~during the full pay period~~ within the first 30 days following ~~employment~~ date of hire to permanently allocated position of .40 FTE or greater, or it ~~will~~ be made during an annual open-enrollment period ~~of at least three (3) weeks (21 days)~~. 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 enrollment. ~~the date of hire.~~

15.2.1 County Offered Medical Plans

Effective June 1, 2013, the County will offer the following medical plans, ~~the For-eligible individuals covered under this Resolution, there are three (3) medical plans in addition to the HMO's described in section 15.2.2:~~ County Health Plan PPO, County Health Plan EPO, and Kaiser HMO plan. The benefit provisions are outlined in the ~~Plan's~~ Summary Plan Description or or Evidence of Coverage, as of June 1 of each coverage year. ~~Explanation of Benefits.~~

~~15.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans (Amended 3/01/11)~~

~~When feasible 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 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.~~

15.2.3.2 County Contributions Toward Active Employee Medical

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 15.2.86.

15.2.43 Dental Benefits

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

The employee contribution(s) ~~will be (effective June 10, 2009):~~ is \$13 per pay period (28.26 per month).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.86.

15.2.54 Vision Benefits

The County ~~will provide~~ offers vision and computer vision care benefits to full-time active employees and their dependent(s) with no employee contribution. ~~For all plan benefits and provisions, refer to the insurance plan documents. 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 ~~15.2.8~~. Benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

~~15.2.6~~ Computer Vision Care Benefits

~~The County will offer a Computer Vision Care (CVC) benefit. Only employees enrolled in vision benefits in accordance with Section 15.2.5, 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.~~

15.2.75 Life Insurance

The County shall offer, ~~at no expense to the employee,~~ a basic term-life insurance plan in the amounts specified below for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions, refer to the insurance policy document. Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual enrollment periods specified in Section 15.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). The employee may purchase supplemental coverage in increments one times (1X) to four times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to the maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

Confidential Employees: One and one half (1-1/2) times the annual salary computed on the basis of 26.089 times the bi-weekly salary in effect at the time of death. Administrative Management and Department/Agency Heads: Two (2) times the annual salary computed on

the basis of 26.089 times the bi-weekly salary in effect at the time of death. Unrepresented Employees: Ten thousand dollars (\$10,000).

15.2.86 Part-Time Employee – Health Benefits

- a. Part-time employees in allocated positions of thirty two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County’s medical, dental, and vision plans and the County’s contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime **and including periods of qualified FMLA, CFRA and CDPL leaves without pay.**
- b. A part-time Unrepresented Administrative Management and Unrepresented Confidential employee, whose allocated position is 0.75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.
- c. Except for part-time (0.75 FTE+) employees referred to in this Section 15.2.8(b), part-time employees shall not be eligible to participate in the County's life insurance program

15.3 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on March 19, 2013, all eligible Confidential and Unrepresented 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 herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active Confidential and Unrepresented employees meeting the above criteria, the County will contribute ~~the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period.~~ an amount equal to 2.25% of the employee’s bi-weekly base salary. The County will contribute to eligible Confidential and Unrepresented part-time employees on a pro-rated basis, in accordance with Section 15.2.6.

Coverage Level	Effective 3/19/2013 — 8/18/2014		Effective 8/19/2014 — 5/11/2015		Effective 5/12/2015	
	Per Pay Status Hour	Monthly Equivalent	Per Pay Status Hour	Monthly Equivalent	Per Pay Status Hour	Monthly Equivalent
EE + 1	\$.58	\$ 100	\$.71	\$ 124	\$.97	\$ 169
EE + 2	\$ 1.73	\$ 300	\$ 2.30	\$ 400	\$ 2.67	\$ 465

Access to reimbursement under the HRA Plan will become effective June 1, 2013. County contributions pursuant to this **section** will be available to Plan participants for reimbursement

of eligible medical care expenses as incurred by an eligible employee or dependents(s) as under Internal Revenue code sections 105 and 106.

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 16.4. Health benefits in this Section 15 are available only to active employees.

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 prior to the effective date of section 15.3.

Section 15.3 does not apply to extra-help employees and unrepresented employees in the job classifications of: 0841 - Assistant Executive Officer LAFCO, 2537 - Forensic Psychiatrist, 2536 - Mental Health Physician, and 2535 - Public Health Physician.

15.34 Employee Assistance Program

The County ~~will continue the current level of benefits under the~~ provides an Employee Assistance Program (EAP) for all unrepresented employees during the term of this Memorandum.

15.45 Long-Term Disability

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 (0.40 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 you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the sixtieth (60th) day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

15.45.1 Long-Term Disability Claims Dispute

~~a. County's Self-Insured Plan: Any dispute by an employee over a claim processed under the County's Self-Insured Long-Term Disability (LTD) Plan shall be appealed through the Risk Management Division of the Human Resources Department for a final County decision.~~

~~b. Outside Provider Plan: The Provider 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.~~

15.56 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system.

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

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

15.7 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue coverage through COBRA Continuation of Coverage and is responsible for making a timely election and by paying COBRA premiums by the due date. ~~the full cost of the insurance premiums.~~ Prior to the exhaustion of the thirteenth (13th) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section (15.6) shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 15.6 (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 status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's ~~eighteen (18) month~~ entitlement under COBRA law ~~shall~~ begins when ~~FMLA/CFRA/CPDL has been exhausted and~~ the employee is no longer eligible for a county contribution toward medical benefits. ~~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%) of the ~~employee's~~ allocated full time equivalent in pay status, eligibility for a county contribution toward health benefits is regained. Benefit coverage begins the first of the following month. ~~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 eighteen (18) month COBRA period begins again from 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.~~

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its ~~normal benefit contributions.~~ ~~to the employees' benefits.~~ The employee must pay the total benefit premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than fifty percent (50%) of the employee's ~~allocated full-time equivalent (FTE) regular schedule in a pay period,~~ the County will continue to pay its normal benefit contributions.

15.67.2 Continuation of Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 15.6-7 or 15.6-7.1, must notify the Auditor-Controller-Treasurer-Tax Collector's office (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage.

~~A Request for Leave Without Pay form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office when leave is authorized. If the department authorizes the leave, the department shall forward the completed Leave of Absence Form to the ACTTC's office.~~ To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period ~~or the date specified in the notice.~~ If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to ~~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 (1) reminder notice will be sent. If the employee fails to make proper payment ~~to the ACTTC by the end of the second (2nd) pay period~~ within 30 days of the first due date, the employee's ~~continued~~ medical, dental, vision, life insurance and Long-Term Disability coverage shall be terminated. ~~Coverage will not be reinstated until the 1st of the month following return to pay status.~~

15.76.3 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.86. For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in Long-Term Disability as specified in Section 15.16.4 (Long-Term Disability).

15.76.4 COBRA

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revision where applicable.

15.78 Salary Enhancement Plans

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

Health Flexible Spending Account

The County ~~shall continue to offer under IRS Code Section 105,~~ provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of ~~employee's eligible medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and~~ qualified medical expenses not reimbursed by the employee's health insurance plan and ~~shall be expanded~~ will be provided to the maximum amount stipulated in the Plan and consistent with ~~the~~ law.

Dependent Care Assistance Program

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

15.89 Plan Documents and Other Controlling Documents

While mention may be made in this resolution of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County.

The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

(Moved 15.9 to Section 14.4 – Deferred Compensation)

~~15.9 PST/457 Deferred Compensation Retirement Plan~~

~~Part time (less than 0.50 FTE) and extra-help employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security. The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:~~

EMPLOYEE	COUNTY
3.5%	4.0%

~~The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Plan as they are presently covered by Social Security.~~

15.10 Extra-Help Employees

Only benefits required by law and the following sections of Section 15 apply to extra-help employees: sections ~~15.8-9~~ (Plan Documents and Other Controlling Documents), ~~15.5-6~~ (Workers' Comp-Claims Dispute), sections ~~15.11-10~~ through ~~15.17-16~~ (Extra-Help Employees – Medical Benefits).

15.11 Extra-Help Employees - Medical Benefits

Extra-help employees shall have access to a medical plan. ~~with optical coverage. This plan has a \$15 office co pay and \$10 prescription drug co pay. Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.~~ Effective June 1, 2013, the County will offer the same Kaiser HMO medical plan to eligible extra help employees and their eligible dependent(s) as is provided to regular employees as described in section 15.2.1.

15.12 Extra-Help Employees, Medical Benefits, ~~Extra-Help Employees: Eligibility~~

Employees who meet the following criteria will be eligible to begin payroll deductions once all four criteria are met:

- Employed by the County for at least 11 consecutive pay periods, and
- Worked at least four hundred forty (440) hours, and
- Worked at least one hundred sixty (160) hours in the previous four (4) pay periods, and
- Must generally work at least forty (40) hours per pay period

15.13 Extra-Help Employees: Contribution Rates for Medical Plan

Effective with the first premium due, ~~the~~ County contribution shall be up to four hundred dollars (\$400) per month.

Pro-ration shall be as follows:

- (1) For each pay period in which the extra-help employees works forty (40) or more hours, the full County contribution will be paid.
- (2) For each pay period in which the extra-help employee works more than twenty (20) but fewer than forty (40) hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.
- (3) For each pay period in which the extra-help employee works fewer than twenty (20) hours, no County contribution will be made.

Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.

The employee ~~shall pay the balance of the~~ premiums shall be paid through ~~by~~ pre-tax payroll deduction as allowed by IRS Code Section 125.

15.14 Extra-Help Employees: Continued Coverage and Conditions for Regaining Eligibility for Medical Plan

An extra-help employee who is enrolled in the medical plan who fails to work at least twenty (20) hours in any pay period in which a premium deduction was due, will be eligible to contribute toward the medical coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available to fully cover the deduction. Premium payments not paid by payroll deduction will be due in the ACTTC's Payroll Office by the last day of the pay period in which there were insufficient hours worked. A \$25 late fee will apply for each payment not received by the due date.

Premium payments not paid by payroll deduction but paid directly to the ACTTC's Office may be continued for a maximum of three (3) months or upon the exhaustion of any approved CPDL, CFRA, or FMLA benefit period, whichever is later.

- A. Employees who choose to pay timely premiums directly to the ACTTC's Office by cash or check without a lapse in coverage shall resume premium payment by payroll deduction on the first available pay date following their last cash premium payment without a lapse in coverage.
- B. Employees who choose to lapse their coverage during a period of absence may do so by notifying the ACTTC's Payroll Office in writing no later than seven (7) days after the premium due date. Coverage will be lost for the months not paid. Premium payment by payroll deduction shall restart on the first pay date of a month with sufficient funds to cover the cost of premiums due and shall continue until discontinued by a written cancellation notice, non-payment of premiums, a temporary lapse in coverage in accordance with this section, or separation from employment. Coverage will not restart until a full month's premiums are paid in full.

- C. Employees may choose to cancel their coverage by completing the appropriate forms.
- D. Employees who fail to make any of the above elections or who fail to pay premiums when due shall receive one notice of payment due and shall have their coverage canceled for failure to respond.
- E. The County reserves the right to cancel an employee's active coverage if the employee lapses coverage more than three (3) times, or a similar frequency that is determined to be an administrative burden.

Employees who choose option (c) or are canceled under item (d) or (e) must wait until the next annual enrollment period to re-enroll.

An employee who loses coverage under this section may be eligible to elect COBRA continuation of coverage if he or she is no longer eligible to pay premiums directly to the Auditor-Controller-Treasurer-Tax Collector's (ACTTC) payroll division.

The failure to pay premiums or the election to lapse or cancel coverage are not COBRA qualifying events.

15.15 Extra-Help Employees: Medical Plan - Dependent Coverage

Covered employees may purchase dependent coverage for eligible dependents at their own expense through pre-tax payroll deduction as allowed by IRS Code Section 125.

15.16 Extra-Help Employees: Enrollment in Medical Plan

Approximately two (2) months prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has twenty one (21) calendar days to complete and submit the enrollment forms. If coverage is waived upon initial eligibility, election to participate in the medical plan can only be made during an annual open enrollment period designated by the County or as required by law.

15.17 Extra-Help Employees: Medical Benefits & Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), or California Pregnancy Disability Leave (CPDL)

Eligible extra-help employees who are off work on an FMLA or CFRA or CPDL qualifying leave shall receive a County contribution toward medical insurance equal to the average amount received in the two (2) pay periods immediately preceding the first (1st) pay period of eligible leave. Employees must pay their share of the medical insurance premiums in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra-Help FMLA/ CFRA/CPDL Request for Leave form along with appropriate medical documentation with their department. Upon approval, the leave form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office.

An employee who is eligible for this continued benefit shall notify the ACTTC's payroll division of the employee's intent to continue insurance coverage no later than five (5) County business days after the first day of the leave.

To ensure 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 for which premiums were due. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to ~~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 by the date specified in the reminder notice. Only one (1) reminder notice will be sent. If the employee fails to make proper payment ~~by the end of the second (2nd) pay period~~ within 30 days of the first due date, the employee's continued medical insurance shall be terminated.

~~The employee will not regain eligibility until he or she has worked four (4) consecutive pay periods with forty (40) or more hours worked in each. Under no circumstances will the County be obligated to pay premiums for dependent coverage.~~

~~15.18 Long Term Care Insurance Payroll~~

~~The County agrees that 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.~~

SECTION 16 - MEDICAL BENEFITS FOR RETIREES

16.1 Retiree Medical Coverage (Amended 3/17/09)

- A. An eligible retiree and eligible dependents may enroll in a County offered medical plan through May 31, 2009, as described in sections 16.2 and 16.3.
- B. Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 16.4 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered plan).

An eligible dependent is¹:

- Either the retiree's spouse or domestic partner (requires signed domestic partner affidavit filed with the County); or
- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

¹ As defined in each plan document/summary plan description.

- C. An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:
- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of such loss of other coverage, or
 - 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
 - 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in #4 below.
 - 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in section Article 16.1 B above.
 - 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

16.2 County Contribution toward Retiree Medical Plans – Employees Hired Before January 1, 1990

Through May 31, 2009 retiree medical benefits are as follows:

A. Eligibility

1. Regular employees hired before January 1, 1990 are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree and their eligible dependent(s), if they:
 - a. Have been continuously employed since December 31, 1989 without a break in service before retirement, and
 - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) since December 31, 1989, and
 - c. Retire directly from County service, except elected department heads who, having met the eligibility requirement as stated, and if the member's term of office involuntarily ceases prior to the earliest date of eligibility for retirement the elected department head may defer election to receive such benefits until the first day of eligibility to receive a benefit from the Sonoma County Retirement System.
2. Laid-Off & Restored Employees. Employees who were employed by the County prior to Jan. 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 16.2 provided that they are subsequently restored to County employment,

rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section.

- B. County Contribution. The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and their eligible dependent(s), the same dollar amount as it contributes toward the cost of a County offered medical plan for active unrepresented Administrative Management employees (bargaining unit 50). The retiree is responsible for all costs that exceed the total County contribution.

16.3 County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 1990 but Before January 1, 2009

Through May 31, 2009 retiree medical benefits are as follows:

A. Eligibility

- 1) 10 or More Years of Service. Regular employees hired or rehired after January 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree only, if they:
 - a. Have been employed by the County for a period of at least ten (10) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1990, and
 - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
 - c. Retire directly from County service, except elected department heads who, having met the eligibility requirement as stated, and if the member's term of office involuntarily ceases prior to the earliest date of eligibility for retirement the elected department head may defer election to receive such benefits until the first day of eligibility to receive a benefit from the Sonoma County Retirement System
- 2) 20 or More Years of Service. Regular employees hired or rehired after January 1, 1990 but before January 1, 2009, are eligible to receive a County contribution toward the cost of a County offered medical plan for the eligible retiree plus one eligible dependent, if they:
 - a. Have been employed by the County for a period of at least twenty (20) years (consecutive or non-consecutive), which may include service with the County prior to January 1, 1990, and
 - b. Have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the same length of time, and
 - c. Retire directly from County service, except elected department heads who, having met the eligibility requirement as stated, and if the member's term of office involuntarily ceases prior to the earliest date of eligibility for retirement the elected department head may defer election to receive such benefits until the first

day of eligibility to receive a benefit from the Sonoma County Retirement System.

3) Effective December 10, 2002, the County shall continue to contribute to the cost of a County-sponsored medical plan for an eligible Department Head and his or her spouse, domestic partner and/or eligible dependents, following the Department Head's service retirement from the County of Sonoma, provided the Department Head has at least ten (10) years of Sonoma County service at the time of retirement.

B. County Contribution. The County will continue to contribute toward the cost of a County offered medical plan for any eligible retiree and any eligible dependent, in the same dollar amount as it contributes toward the cost of a County offered medical plan for active unrepresented Administrative Management employees (bargaining unit 50). The retiree is responsible for all costs that exceed the total County contribution.

C. Additional Dependents. Retirees eligible under this section may enroll eligible dependent(s) in the County offered medical plan elected by the retiree, but the retiree is responsible for all premium costs in excess of the County's contribution.

16.4 County Contribution toward Retiree Medical Plans - Employees Hired Before January 1, 2009 - (Amended 7/12/11)

Effective June 1, 2009, the existing retiree medical benefits described in Sections 16.2 and 16.3 shall be replaced with this Section

A. Eligibility. Following the phase-in period described in 16.4(D), in order to be eligible for this benefit, the retiree must have:

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from County service
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.4 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 16.6 (County Contribution toward

Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

- B. County Contribution. The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same dollar amount as it contributes toward the cost of County offered medical plans for active unrepresented Administrative Management employees (bargaining unit 50).
- C. Additional Dependents. Retirees eligible under this section may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.
- D. The contribution provided for in 16.4(B) above, shall be the total dollar County Contribution for retiree medical benefits for any eligible retired employee hired before January 1, 2009, and their eligible dependents, except as provided for below. The eligibility to receive this benefit shall be as described in 16.4, but for the phase-in periods listed below, the eligibility shall remain unchanged from 16.2(A) and 16.3(A)
 - 1. Effective for the period of June 1, 2009 to May 31, 2010 only, , in addition to the amount specified in 16.4 B above, the County shall contribute the additional monthly dollar contributions as specified below:

	Additional County Contribution
	June 1, 2009- May 31, 2010 (Year 1)
County Health Value Plus Plan - CHVPP (#2)	
Non-Medicare Retirees	
Retiree	\$77.97
Retiree & 1 Dep under 65	\$539.52
Retiree & 2+ Deps under 65	\$912.93
Retiree & 1 Dep w/Medicare	\$318.70
Retiree & 2+ Deps 1 w/Medicare	\$692.10
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$318.70
Retiree & 1 Dep both w/Medicare	\$114.27
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$471.27
Retiree & 2+ Deps w/out Medicare	\$692.10
County Health Value Plan - CHVP (#3)	
Non-Medicare Retirees	
Retiree	\$24.44
Retiree & 1 Dep under 65	\$434.32
Retiree & 2+ Deps under 65	\$765.92
Retiree & 1 Dep w/Medicare	\$238.22
Retiree & 2+ Deps. 1 w/Medicare	\$569.82
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$238.22

Retiree & 1 Dep both w/Medicare	\$56.69
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$373.72
Retiree & 2+ Deps w/out Medicare	\$569.82
PacifiCare (Under 65)	
Non-Medicare Retirees	
Retiree	\$1.88
Retiree & 1 Dep under 65	\$403.75
Retiree & 2+ Deps under 65	\$685.08
Retiree & 1 Dep w/Medicare*	\$221.17
Retiree & 2+ Deps, 1 w/Medicare*	\$502.49
Secure Horizons (PacifiCare over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$221.17
Retiree & 1 Dep both w/Medicare	\$40.48
Retiree & 2+ Deps w/out Medicare	\$502.49
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$319.90
Kaiser Permanente (California)	
Non-Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep under 65	\$166.33
Retiree & 2+ Deps under 65	\$401.36
Retiree & 1 Dep w/Medicare*	\$103.41
Retiree & 2+ Deps, 1 w/Medicare*	\$338.43
Kaiser Senior Advantage (over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$103.41
Retiree & 1 Dep both w/Medicare	\$40.48
Retiree & 2+ Deps w/out Medicare	\$338.43
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$275.50
Medicare Retirees (Grandfathered Cost Plan Members Only)	
Retiree	\$38.10
Retiree & 1 Dep w/out Medicare	\$321.26
Retiree & 1 Dep both w/Medicare	\$476.19
Retiree & 2+ Deps w/out Medicare	\$556.29
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$711.22

* This rate assumes dependent with Medicare is enrolled under the Senior Plan
Out of State Kaiser rates differ slightly (Hawaii and Oregon/Washington)

- Effective for the period of June 1, 2010 to May 31, 2011 only, in addition to the amount specified in 16.4 B above, the County shall contribute the additional monthly dollar contributions as specified below, which is a reduction in the County's contribution provided in 16.4 D 1 above.

	Additional County Contribution
	June 1, 2010- May 31, 2011 (Year 2)
County Health Value Plus Plan - CHVPP (#2)	
Non-Medicare Retirees	
Retiree	\$58.48
Retiree & 1 Dep under 65	\$404.64
Retiree & 2+ Deps under 65	\$684.70
Retiree & 1 Dep w/Medicare	\$239.02
Retiree & 2+ Deps 1 w/Medicare	\$519.08
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$239.02
Retiree & 1 Dep both w/Medicare	\$85.70
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$353.45
Retiree & 2+ Deps w/out Medicare	\$519.08
County Health Value Plan - CHVP (#3)	
Non-Medicare Retirees	
Retiree	\$18.33
Retiree & 1 Dep under 65	\$325.74
Retiree & 2+ Deps under 65	\$574.44
Retiree & 1 Dep w/Medicare	\$178.67
Retiree & 2+ Deps. 1 w/Medicare	\$427.36
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$178.67
Retiree & 1 Dep both w/Medicare	\$42.52
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$280.29
Retiree & 2+ Deps w/out Medicare	\$427.36
PacifiCare (Under 65)	
Non-Medicare Retirees	
Retiree	\$1.41
Retiree & 1 Dep under 65	\$302.81
Retiree & 2+ Deps under 65	\$513.81
Retiree & 1 Dep w/Medicare*	\$165.88
Retiree & 2+ Deps, 1 w/Medicare*	\$376.87
Secure Horizons (PacifiCare over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$165.88
Retiree & 1 Dep both w/Medicare	\$30.36
Retiree & 2+ Deps w/out Medicare	\$376.87
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$239.92
Kaiser Permanente (California)	
Non-Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep under 65	\$124.75

Retiree & 2+ Deps under 65	\$301.02
Retiree & 1 Dep w/Medicare*	\$77.56
Retiree & 2+ Deps, 1 w/Medicare*	\$253.82
Kaiser Senior Advantage (over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$77.56
Retiree & 1 Dep both w/Medicare	\$30.36
Retiree & 2+ Deps w/out Medicare	\$253.82
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$206.63
Medicare Retirees (Grandfathered Cost Plan Members Only)	
Retiree	\$28.57
Retiree & 1 Dep w/out Medicare	\$240.95
Retiree & 1 Dep both w/Medicare	\$357.14
Retiree & 2+ Deps w/out Medicare	\$417.22
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$533.42

* This rate assumes dependent with Medicare is enrolled under the Senior Plan
Out of State Kaiser rates differ slightly (Hawaii and Oregon/Washington)

- Effective for the period of June 1, 2011 to May 31, 2012 only, in addition to the amount specified in 16.4 B above, the County shall contribute the additional monthly dollar contributions as specified below, which is a reduction in the County's contribution provided in 16.4 D 2 above.

	Additional County Contribution
	June 1, 2011- May 31, 2012 (Year 3)
County Health Value Plus Plan - CHVPP (#2)	
Non-Medicare Retirees	
Retiree	\$38.98
Retiree & 1 Dep under 65	\$269.76
Retiree & 2+ Deps under 65	\$456.46
Retiree & 1 Dep w/Medicare	\$159.35
Retiree & 2+ Deps 1 w/Medicare	\$346.05
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$159.35
Retiree & 1 Dep both w/Medicare	\$57.14
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$235.64
Retiree & 2+ Deps w/out Medicare	\$346.05
County Health Value Plan - CHVP (#3)	
Non-Medicare Retirees	
Retiree	\$12.22
Retiree & 1 Dep under 65	\$217.16

Retiree & 2+ Deps under 65	\$382.96
Retiree & 1 Dep w/Medicare	\$119.11
Retiree & 2+ Deps. 1 w/Medicare	\$284.91
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$119.11
Retiree & 1 Dep both w/Medicare	\$28.34
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$186.86
Retiree & 2+ Deps w/out Medicare	\$284.91
PacifiCare (Under 65)	
Non-Medicare Retirees	
Retiree	\$0.94
Retiree & 1 Dep under 65	\$201.88
Retiree & 2+ Deps under 65	\$342.54
Retiree & 1 Dep w/Medicare*	\$110.58
Retiree & 2+ Deps, 1 w/Medicare*	\$251.24
Secure Horizons (PacifiCare over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$110.58
Retiree & 1 Dep both w/Medicare	\$20.24
Retiree & 2+ Deps w/out Medicare	\$251.24
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$159.95
Kaiser Permanente (California)	
Non-Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep under 65	\$83.16
Retiree & 2+ Deps under 65	\$200.68
Retiree & 1 Dep w/Medicare*	\$51.70
Retiree & 2+ Deps, 1 w/Medicare*	\$169.22
Kaiser Senior Advantage (over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$51.70
Retiree & 1 Dep both w/Medicare	\$20.24
Retiree & 2+ Deps w/out Medicare	\$169.22
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$137.75
Medicare Retirees (Grandfathered Cost Plan Members Only)	
Retiree	\$19.05
Retiree & 1 Dep w/out Medicare	\$160.63
Retiree & 1 Dep both w/Medicare	\$238.10
Retiree & 2+ Deps w/out Medicare	\$278.14
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$355.61

* This rate assumes dependent with Medicare is enrolled under the Senior Plan
Out of State Kaiser rates differ slightly (Hawaii and Oregon/Washington)

4. Effective for the period of June 1, 2012 to May 31, 2013 only, in addition to the amount specified in 16.4 B above, the County shall contribute the additional monthly dollar contributions as specified below, which is a reduction in the County's contribution provided in 16.4 D 3 above.

	Additional County Contribution
	June 1, 2012- May 31, 2013 (Year 4)
County Health Value Plus Plan - CHVPP (#2)	
Non-Medicare Retirees	
Retiree	\$19.49
Retiree & 1 Dep under 65	\$134.88
Retiree & 2+ Deps under 65	\$228.23
Retiree & 1 Dep w/Medicare	\$79.67
Retiree & 2+ Deps 1 w/Medicare	\$173.03
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$79.67
Retiree & 1 Dep both w/Medicare	\$28.57
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$117.82
Retiree & 2+ Deps w/out Medicare	\$173.03
County Health Value Plan - CHVP (#3)	
Non-Medicare Retirees	
Retiree	\$6.11
Retiree & 1 Dep under 65	\$108.58
Retiree & 2+ Deps under 65	\$191.48
Retiree & 1 Dep w/Medicare	\$59.56
Retiree & 2+ Deps. 1 w/Medicare	\$142.45
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$59.56
Retiree & 1 Dep both w/Medicare	\$14.17
Retiree & 1 Dep w/Medicare, 1 w/out Medicare	\$93.43
Retiree & 2+ Deps w/out Medicare	\$142.45
PacifiCare (Under 65)	
Non-Medicare Retirees	
Retiree	\$0.47
Retiree & 1 Dep under 65	\$100.94
Retiree & 2+ Deps under 65	\$171.27
Retiree & 1 Dep w/Medicare*	\$55.29
Retiree & 2+ Deps, 1 w/Medicare*	\$125.62
Secure Horizons (PacifiCare over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$55.29
Retiree & 1 Dep both w/Medicare	\$10.12
Retiree & 2+ Deps w/out Medicare	\$125.62
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$79.97

Kaiser Permanente (California)	
Non-Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep under 65	\$41.58
Retiree & 2+ Deps under 65	\$100.34
Retiree & 1 Dep w/Medicare*	\$25.85
Retiree & 2+ Deps, 1 w/Medicare*	\$84.61
Kaiser Senior Advantage (over 65)	
Medicare Retirees	
Retiree	\$0.00
Retiree & 1 Dep w/out Medicare	\$25.85
Retiree & 1 Dep both w/Medicare	\$10.12
Retiree & 2+ Deps w/out Medicare	\$84.61
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$68.88
Medicare Retirees (Grandfathered Cost Plan Members Only)	
Retiree	\$9.52
Retiree & 1 Dep w/out Medicare	\$80.32
Retiree & 1 Dep both w/Medicare	\$119.05
Retiree & 2+ Deps w/out Medicare	\$139.07
Retiree & 1 Dep w/Medicare, 1+ Dep(s) w/out Medicare	\$177.81

* This rate assumes dependent with Medicare is enrolled under the Senior Plan
 Out of State Kaiser rates differ slightly (Hawaii and Oregon/Washington)

5. Effective June 1, 2013 16.4 D shall become inoperative and obsolete.

16.5 Medicare Part B Reimbursement

The County's reimbursement of the retiree's Medicare Part B premium will continue for those hired before January 1, 2009. Effective January 1, 2009, the amount will be frozen at the 2008 rate of \$96.40. This reimbursement is in addition to the County's contribution for the retiree's medical plan premium as described above.

16.6 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009 (Amended 7/12/11)

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.

- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.6 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution.

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name.
- b. The lump sum contribution amount for regular part-time employees shall be prorated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour, not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- a. Participants may access the balance in their HRA account at age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

4) Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
 - b. Domestic partners are not permitted access to the account balances of the participant by virtue of restriction in the federal regulations that govern these types of accounts
- 5) Forfeiture of account balance:
- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
 - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.7 Surviving Dependent – County Contribution through May 31, 2009 for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs for one eligible surviving dependent who is already receiving the County contribution for their medical insurance.

One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Have been eligible to receive a contribution toward a County offered retiree medical plan under Sections 16.2, 16.3, prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County's contribution.

16.8 Surviving Dependent – County Contribution beginning June 1, 2009 for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Have been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 16.4. prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the County contribution.

16.9. Surviving Dependent – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.6), an eligible surviving dependent may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.10 Dental and Vision Benefits for Elected Department Head Retirees

Effective for those retiring on/after December 10, 2002, an elected Department Head who has served a minimum of (8) years of Sonoma County service shall be eligible for dental and vision benefits for the retiree and any eligible dependents under the same circumstances and upon the same conditions that apply to his/her eligibility to receive medical benefits in effect just prior to retirement, and after a service retirement from their respective office, except that having met the eligibility requirement as stated and if the member's term of office involuntarily ceases prior to the earliest date of eligibility for retirement the elected department head may defer election to receive such benefits until the first day of eligibility to receive a benefit from the Sonoma County Retirement System.

~~SECTION 17 – ANNUAL MEDICAL EXAMINATIONS~~

~~Each Unrepresented Administrative Management employee and Unrepresented Confidential employee who has a regular work schedule of at least sixty (60) hours per pay period shall be eligible to obtain a complete annual medical examination from the County's occupational health provider paid in full by the County. These examinations should be scheduled not less than one year apart.~~

SECTION 17 - MEALS AND LODGING

17.1 Probation and Sheriff's Departments

Employees of the Probation Department and the Sheriff's Department may, at the direction of the appropriate appointing authority, receive lodging and/or meals at County expense while on duty at any of the detention facilities.

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~~18.2~~17.2 Emergency

An appointing authority may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.

~~18.1~~7.3 Sonoma County Fairgrounds

The appointing authority may prescribe that the duties of employees of the Sonoma County Fairgrounds include work with special events held at the Fairgrounds and periodic inspection of the Fairgrounds during the day and night. Such employees who are assigned and regularly perform such duties, may be provided by the appointing authority, to the extent that such facilities are available, temporary quarters at the Fairgrounds for the occupancy of themselves and their immediate families.

~~18.1~~7.4 Excluded from Rate of Pay

The cost of this meal and lodging benefit shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay so long as similar employees in represented positions have had this benefit excluded from their regular rate of pay under the terms of a bona fide Memorandum of Understanding.

SECTION ~~19~~18 - SABBATICAL LEAVE

~~19~~18.1 Requirements

An appointing authority, within his/her sole discretion, may allow an Unrepresented Administrative Management employee a sabbatical leave from the employee's position with the County for a period not to exceed six (6) calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in pay status in a position or positions designated by the County as Administrative Management. Each subsequent sabbatical leave shall require the equivalent of an additional seven (7) years of similar service. Any unpaid absence from work which lasted longer than two (2) full pay periods shall not be counted in the qualifying period.

~~19~~18.2 Approval

An Unrepresented Administrative Management employee must apply for the sabbatical leave in writing to the employee's appointing authority who shall respond to the request in writing by either approving or disapproving the leave. The decision of the appointing authority is final, non-appealable, and non-grievable under any County policy, resolution or rule.

~~19~~18.3 Continuation of Benefits

During the sabbatical leave and notwithstanding any other section of this Resolution, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's and their eligible dependents' health, dental, vision care, life, long-term disability benefits, and any other such health and welfare benefits as may be granted Unrepresented Administrative Management employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector in order to continue coverage during the period of the sabbatical leave.

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19.418.1 Elected County Officials

Elected County officials are not eligible to apply for, nor take, a sabbatical leave under this Section.

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SECTION 20-19 - OTHER COMPENSATION (Amended 3/19/13)

2019.1 Fees

County officers and employees who may collect fees and/or other monies on behalf of the County may retain such fees only when specifically authorized by this Resolution or other resolution of the Board of Supervisors.

20.219.2 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 three dollars and forty five cents (\$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 six hundred dollars (\$600.00) per month). Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for 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 in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit. (Amended 9/16/08)

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19.3 One-time, Lump-Sum, Non-Recurring And Non-Pensionable Payments

Section 19.3 and subsections do not apply to the following Unrepresented job classifications: 0841, Assistant Executive Officer LAFCO; 2537, Forensic Psychiatrist; 2536, Mental Health Physician; and 2535, Public Health Physician.

19.3.1 March 19, 2013 – June 30, 2013 Payment

On April 10, 2013, the County shall pay each allocated full-time Confidential and Unrepresented with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$455.00). On April 10, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on April 10, 2013, the County shall contribute into each allocated full-time Confidential and Unrepresented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each allocated part-time Confidential and Unrepresented employee the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

19.3.2 July 1, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and thirty-five dollars (\$735.00). On December 4, 2013, the County shall pay each allocated full-time

Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each allocated part-time Confidential and Unrepresented employee the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

19.3.3 July 1, 2014 – October 31, 2015 Payment

On December 3, 2014, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of five hundred and twenty-five dollars (\$525.00). On December 3, 2014, the County shall pay each allocated full-time Confidential and Unrepresented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of Seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, the County shall contribute into each allocated full-time Confidential and Unrepresented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each allocated part-time Confidential and Unrepresented employee, as described above, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

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SECTION 2420- HOURS OF WORK (Amended 3/19/13)

2420.1 Hours of Work – ~~Application Purpose of this Section~~

Section 2420 is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payment.

2420.2 Types of Employment

- a. Full-Time: Allocated positions which are regularly scheduled to work eighty (80) hours in a bi-weekly pay period.
- b. Part-Time: An allocated position which is regularly scheduled to work less than eighty (80) hours in a bi-weekly pay period.
- c. Extra-Help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

2420.3 Work Schedules – ~~Flex-Time And Alternative~~

The County Work Schedules include 5.8, 4/10 and 9/8/1 and flex-time. The appointing authority shall establish and modify work schedules for all employees.

20.3.1 Schedule - Flex-Time Schedule

- ~~a. The appointing authority shall establish and modify work schedules for all employees.~~
- ~~b. Flex-Time Schedule: A Flex-Time work schedule is 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 obliged to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the appointing authority.~~

Employees may request and department heads may utilize flex-time 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. 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 flex-time assignment.

The appointing authority may assign an employee to a flex-time schedule; if so assigned, an exempt Unrepresented employee or an exempt Unrepresented Confidential employee will be eligible for overtime only when the hours worked exceed eighty (80) hours in a pay period.

Non-exempt employees assigned to a flex-time schedule will be eligible for compensation for overtime when required by law or when the employee's pay status hours exceed forty (40) in the employee's regular seven (7) day work period. The appointing authority may discontinue the flex-time schedule and reassign an employee to a normal daily work schedule.

- e.—If an Unrepresented Confidential or Unrepresented employee requests in writing a change in schedule for the employee's own convenience and the appointing authority grants the request, the employee shall waive overtime as long as the total number of hours does not exceed eighty (80) in any one pay period. Statutory overtime cannot be waived.
- d.—Employees in Unrepresented Administrative Management positions shall work any and all hours necessary in the performance of their assigned duties, without overtime and without regard to fixed work schedules.

20.3.2 Schedule - Alternative Work Schedules

An Alternative Work Schedule is a regular fixed 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). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any sections of this Resolution, 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. 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. Non-exempt 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 operation needs of the department.

20.421.4—Schedule – Notice Required for Change in Work Changes In Schedule

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- a. Except in cases where emergency operations require, a notice of a change in work schedule arising from other than transfer or promotion, notice shall be given to the affected Unrepresented Confidential or Unrepresented employee not less than seven (7) calendar days prior to the effective date of the change.
- a-b. ~~Failure~~ If the County fails to give the seven (7) day notice to a full-time employee, the County shall ~~entitle pay~~ the affected employee ~~to~~ compensation equaling one and one-half (1- 1/2) times the employee's base hourly rate for all hours actually worked on the new regular work schedule ~~which are at variance from the employee's previous schedule~~ until seven (7) calendar days notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Section ~~2221.1~~, compensation shall be based on the FLSA defined regular rate of pay.
- c. If any full-time employee other than Unrepresented Administrative Management 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 hourly rate, not at overtime, except as otherwise required by law.
- bd. Part-Time employees shall not be paid at one-and-one-half (1-1/2) for changes in schedule unless it results in overtime due and payable under Sections ~~2221.1~~, ~~212.2~~, or ~~2221.3~~ of this Resolution.

20.5 Schedule – Employee Request for Change in Work

An employee may submit to the County a written request for a schedule change. The County shall not approve an employee's request for a schedule change if the schedule would result in overtime being built into the schedule.

20.6 Schedule – Voluntary Exchanges of Work

~~e—~~Voluntary schedule exchanges shall comply with department policy, shall be within the same or related work unit, and shall involve employees with comparable ability in a comparable classification. Each employee involved in an exchange shall notify the employee's supervisor. Employees who voluntarily exchanges schedules shall not be paid for overtime resulting from this voluntary schedule change. ~~Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability and must not create overtime compensation as required by federal law. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules.~~

~~Unrepresented extra help employees in Orenda Center shall waive overtime resulting from this schedule change unless the hours in pay status exceed eighty (80) hours in any one pay period or unless otherwise required by law. Unrepresented extra help employees of the Sheriff's Department shall waive overtime resulting from this schedule change unless required by law.~~

21-20.57 Rest BreaksPeriods

~~Each Department Head~~The County shall grant rest breaks to Unrepresented and Unrepresented Confidential employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest periods shall not exceed fifteen (15) minutes in any four (4) consecutive hours of work and shall be considered as time worked.

~~21~~20.6 Meal Period - Duty-Free Meal Periods

Employees shall be granted a duty-free meal period during each work shift which exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible.

Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

~~21~~20.7 Meal Period - Non-Duty-Free Meal Periods

~~Notwithstanding Section 21.6, above, i~~In those special circumstances where the appointing authority County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non duty-free meal period which shall be considered time worked. If the County plans to take action under this subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the County before final action is taken.

SECTION 2221- OVERTIME AND COMPENSATORY TIME (Amended 3/19/13)

~~2221.1~~ Overtime – FLSA Statutory Overtime for Non-Exempt Employees

Fair Labor Standards Act (FLSA) Overtime shall be defined as hours actually worked in excess of forty (40) hours in a workweek. For the purpose of calculating overtime hours under this section, the County shall not include any paid time off (for example, sick leave, vacation, and holidays.) 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.

If an employee's regular workday extends beyond 12 hours, the County shall pay the employee double time for the hours worked beyond 12 hours. Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is all overtime required by the Fair Labor Standards Act. For the regular non-exempt employee it is defined as all hours worked in excess of forty (40) hours in a regular seven (7) day work period; or, for employees with a 7(j) exemption, it is all hours worked in excess of eight (8) in a regular work day or all hours worked in excess of eighty (80) in a regular fourteen (14) day work period. For law enforcement employees with a 7(k) exemption, it is all hours worked in excess of eighty-six (86) in a regular fourteen (14) day work period. For fire fighting employees with a 7(k) exemption, it is all hours worked in excess of two hundred and twelve (212) in a regular twenty-eight (28) day work period.

21.2 Overtime – FLSA Overtime Not Cumulative

FLSA Overtime shall not be compounded, pyramided or cumulative. The County shall not pay an employee for compounded, pyramided, or cumulative overtime compensation even though more than one of the conditions or eligibility standards described this Section may apply to a particular unit of time.

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~~2221.23~~ Overtime -~~Non-Statutory Overtime for the~~ Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as hours in pay status in excess of forty (40) hours in a seven (7) day work period or eighty (80) hours in a fourteen (14) day work period; or hours in pay status in excess of the normal full-time daily work schedule established by the ~~appointing authority~~County (in excess of eight (8) hours for the 5/8 schedule, nine (9) hours for the 9/8/1 schedule, or ten (10) hours for the 4/10 schedule and other full-time daily work schedules that may be prescribed by the ~~appointing authority~~County); or any other circumstance except Section ~~2221.1~~ (Overtime – FLSA) where overtime pay is provided for non-exempt employees elsewhere in this Resolution. Overtime is also defined as hours actually worked on the seventh (7th) consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9 or 10 hour) days worked thereafter; however, individual employees may waive such overtime.

~~2221.34~~ Overtime -~~Non-Statutory Overtime For~~ Exempt Employees

Non-statutory overtime for exempt employees is defined as hours in pay status in excess of eighty (80) hours in a pay period; or hours in pay status in excess of the normal full-time daily work schedule established by the ~~appointing authority~~County on a regular work day (in excess of eight (8) hours for the 5/8 schedule, nine (9) hours for the 9/8/1 schedule, ten (10) hours for the 4/10 schedule and other full-time daily work schedules that may be prescribed by the appointing authority); or any other circumstance where overtime pay is provided for exempt employees elsewhere in this Resolution. Overtime is also defined as hours actually worked on the seventh (7th) consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9 or 10 hour) days worked thereafter; however, individual employees may waive such overtime.

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~~2221.45~~ Overtime –~~Assignment of~~ Overtime

- a. An appointing authority may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works.
- b. No employee other than an Unrepresented Administrative Management employee shall work overtime unless authorized by the employee's appointing authority.
- c. Except in an emergency, no employee other than an Unrepresented Administrative Management employee shall be required to work in excess of sixteen (16) hours in any 24-hour period.

~~2221.56~~ Overtime - Earned

Except as described within sections ~~2221.143~~ (Overtime In a Board-Designated Emergency) and ~~2221.1415~~ (Overtime for Exempt Emergency Services Managers), all overtime shall be earned at the rate of one and one-half (1-1/2) hours for each one (1) overtime hour worked through the twelfth (12th) consecutive hour, and after the twelfth (12th) consecutive hour,

overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular work weekends or later as permissible by law.

22.67 Overtime - Compensation for Exempt Employees

Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off.

22.78 Overtime - Compensation for Non-Exempt Employees

Non-exempt employees shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be compensated either in cash at the employee's base hourly rate or as compensatory time off.

~~2221.89 Employee Choice on~~ Compensatory Time Off (CTO) - Employee Choice

The employee assigned to overtime and eligible for compensatory time off (CTO) shall make an irrevocable choice each time such overtime is worked whether to be compensated in cash at the base hourly rate or in compensatory time off until a maximum of forty (40) hours of compensatory time have been accrued. Only Administrative Management employees or Department Heads may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

2221.910 Compensatory Time Off (CTO) - ~~County Choice on Compensatory Time Off~~

The appointing authority in each County department has the right to specify how an employee will be compensated for eligible overtime after forty (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. Once compensatory time hours in excess of forty (40) are accrued the appointing authority will not require the employee to cash them out. At no time, other than separation, shall an employee (~~who is not Administrative Management or a Department Head~~) voluntarily or involuntarily "cash out" compensatory time that has been accrued.

~~2221.4011 Compensatory Time Off (CTO) - Cash Pay Only~~

When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash at the base hourly rate for any additional overtime worked.

~~22.11 21.12 Compensatory Time Off (CTO) - Authorization for the Use of Compensatory Time~~

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.

~~2221.4213 Compensatory Time Off - Payment for Compensatory Time 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 as otherwise required by law.

~~2221.4314 Overtime In a Board-Designated Emergency~~

Unrepresented Administrative Management employees shall be eligible for straight-time overtime when working beyond forty (40) hours in a week due to a Board of Supervisors'

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declared emergency. Such straight-time overtime may be paid in cash upon authorization of the Board of Supervisors. Under no circumstances, except for Emergency Services as detailed in Section 2221.14, shall an employee designated as Unrepresented Administrative Management be paid or be compensated in any manner for overtime except under such conditions as may be set forth by the Board of Supervisors.

2221.4415 Overtime for Exempt Emergency Services Managers

The Emergency Services Manager exempt classifications listed below will be eligible for straight-time overtime for qualifying mutual aid events in excess of twelve (12) hours only if the County is entitled to reimbursement for that employee's time from a third party. Such overtime will be paid at the Department Head's discretion only after the County has received either advance approval for the reimbursement, or the reimbursement itself.

Overtime For Exempt Emergency Services Managers	
Job Class No.	Job Class Title
0780	Emergency Services Coordinator
0784	Emergency Services Information Officer
0786	Emergency Services Operation Officer
4518	Fire Marshall
4516	Fire Services Officer

SECTION 2322- HOLIDAYS (Amended 3/19/13)

2322.1 ~~Scheduled~~ Holidays – Paid (Amended 3/19/13)

~~Paid holidays shall be authorized for only regular full-time and part-time employees. To be entitled to pay for such holidays, an employee must be in pay status-~~ The County shall provide full-time and part-time County employees the following paid holidays provide that the employee is in paid status on the employee's regularly scheduled workdays before and after the paid holiday. For full-time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

Paid Holidays are as follows:

- (1) New Years Day, January 1st*
- (2) Martin Luther King's Birthday, third Monday in January
- (3) Lincoln's Birthday, February 12th*
- (4) Presidents' Day, the third 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, 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 the County of Sonoma as a day of mourning, Thanksgiving or special observance.

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***Date Specific Holidays**

~~(13) In lieu of a Christmas or New Year's Eve holiday, each full time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July shall be granted three (3) hours of compensatory time each year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated. Subject to the same restrictions as required of full time employees, each part time employee shall be entitled to a prorated number of hours as defined by Section 23.4d.~~

~~23.2 Floating Holiday~~

~~14.2 Each full time employee who is in pay status on the last working day of August and the first working day of September, shall be granted six (6) hours of compensatory time which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as compensatory time as provided by this Resolution. Each part time employee shall be entitled to a prorated number of hours as defined in Section 23.4(4). For full time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is credited. 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 holiday compensatory time which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as compensatory time as provided by this Resolution. Each part time employee shall be entitled to a prorated number of hours as defined in Section 23.4(4). For full time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is credited.~~

22.2 Elimination of Floating Holidays and Eve Holiday Hours

Hours accrued prior to the elimination of floating holiday hours and eve holiday hours will remain in the Compensatory Bank. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the County and may not be not cashed out.

~~23.322.3~~ Holidays - Day Observed

If a ~~paid holiday~~ date specific holiday listed in Section 22.1 falls on a Saturday, the preceding Friday shall be the County observed holiday in lieu of the day observed. If a ~~paid-date specific holiday listed in Section 22.~~ holiday falls on a Sunday, the following Monday shall be the County observed holiday.

~~23.422.4~~ Holidays - Compensation For for Holidays (Amended 3/19/13)

For the purpose of this Section (~~23.22.4~~), holiday pay is defined as eight (8) hours of pay at the employee's base hourly rate, excluding overtime, shift differential, premium pays or any other pays except as otherwise provided by this Resolution.

- a. An employee regularly scheduled to work on either the actual date of a paid holiday or the date on which the holiday is observed is entitled to receive holiday pay. An employee who is regularly scheduled to work both the actual date of the paid holiday and the date on which the holiday is observed is only entitled to receive one (1) day of holiday pay.

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- b. Excepting an Unrepresented Administrative Management employee, an employee who is required to work on a paid holiday shall receive overtime for the time actually worked. Any full-time employee whose regularly scheduled day off falls on a holiday shall ~~elect to receive eight (8) hours of compensatory time or eight (8) hours of paid holiday~~ observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls. Unrepresented Management employees who must occupy a fixed-post position that requires staffing 24-hours a day, seven days a week, 365 days per year, shall elect to receive a maximum of eight (8) hours of holiday compensatory time or eight (8) hours of paid holiday for hours actually worked on an assigned holiday as provided in Section ~~23-22.1 (Holidays – Paid) of this Resolution~~. In order to receive this benefit, the affected employee must work an entire shift.
- cd. Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor be less than three and two-tenths (3.2) hours for each holiday in the pay period.
- de. Extra-Help employees are not covered by Section ~~23-22~~ except for provisions of Section ~~23-22.4(bc)~~, above.

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~~23-522.5~~ Scheduled-Holidays, Scheduled - Health Services

Staff of the Department of Health Services' Creative Living Center Program will observe the Veteran's Day and Lincoln's Birthday holidays in accordance with the Santa Rosa Junior College holiday schedule. Under no circumstances would an employee be entitled to both holidays or overtime pay for working on the County holiday while taking off the Santa Rosa Junior College holiday.

SECTION 24-23 – VACATION (Amended 3/19/13)

2423.1 Vacation - Maximum Accumulation

Each employee designated as Unrepresented Confidential and Unrepresented, other than extra-help employees as defined in the Civil Service Rules, shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than two hundred eighty (280) hours. Each employee designated as Unrepresented Administrative Management shall accrue vacation at the rate specified in the table in Section ~~2423.3~~, and the maximum accruals are as specified in the same table.

2423.2 Vacation - Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis; usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

2423.3 Vacation - Accrual Rates - (Amended 3/19/13; 12/15/09)

Each employee who has completed the following in-service hours shall accrue vacation at the appropriate rate shown below. In-service hours include all hours in pay status up to a maximum of eighty (80) hours in a pay period. In lieu of overtime, during each year Unrepresented Administrative Management employees and Department Heads have seven and one half (7 ½) days (60 hours) of Administrative Leave added to their vacation accrual. Elected Department Heads shall accrue seventy-seven (77) hours of Administrative Leave. The equivalent days and the maximum accumulation columns below for Appointed Department Heads and Administrative Management employees include both vacation and administrative leave. Rates shown below will be adjusted to reflect any unpaid time in each pay period. The accrual rates and maximum accumulated hours are shown in the chart below: ~~(amended 12/15/09, effective upon HRMS implementation)~~

VACATION ACCRUAL RATES UNREPRESENTED CONFIDENTIAL & UNREPRESENTED EMPLOYEES				
Years Comp Full-Time Service	No. of Comp In-Service Hours	Vacation Accrual per 80 In-Service Hours	Total Equiv. Days	Maximum Accumulation
0 - 2	0 - 4,173	3,073.72	40	280
2 - 3	4,174 - 6,260	3,684.33	42	280
3 - 4	6,261 - 8,347	3,994.46	43	280
4 - 5	8,348 - 10,434	4,294.94	44	280
5 - 10	10,435 - 20,870	4,605.25	45	280
10 - 15	20,871 - 31,305	5,836.48	49	280
15 - 20	31,306 - 41,741	6,447.09	21	280
20 - 25	41,742 - 52,177	7,057.70	23	280
More than 25	52,178 or more	7,368.01	24	280

VACATION ACCRUAL RATES UNREPRESENTED ADMINISTRATIVE MANAGEMENT					
		Accrual Per 80 In- Service Hours			
Years Comp Full-Time Service	No. of Comp In-Service Hours	Vacation	Admin Leave	Total Equiv. Days	Maximum Accumulation
0 - 10	0 - 20,870	4,605.25	2.30	22.5	480
10 - 15	20,871 - 31,305	5,836.48	2.30	26.5	480

15 – 20	31,306 - 41,741	6,447.09	2.30	28.5	480
20 – 25	41,742 - 52,177	7,057.70	2.30	30.5	480
More than 25	52,178 or more	7,368.01	2.30	31.5	480

2423.4 Vacation Accrual Upon Reappointment

Each employee with 10,435 in-service hours (five or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4,174 hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two (2) years shall be returned to the place on the accrual table (in Section 23.3, above) that the employee occupied when laid off. (Amended 12/15/09, effective with implementation of HRMS)

24.5 ~~Vacation Buyback~~

~~Each employee designated as Unrepresented or Unrepresented Confidential may request and receive payment for up to eighty (80) hours of accrued vacation hours provided that there is a minimum remaining balance of eighty (80) hours following payment. Such requests may be made during any bi-weekly pay period. Each Unrepresented Administrative Management employee or Appointed Department Head may request and receive payment for up to a total of eighty (80) hours of accrued vacation hours. Such requests may be made during any bi-weekly pay period.~~

~~Elected Department Heads may request and receive payment for up to one hundred sixty (160) hours of accrued administrative leave in a twelve (12) month period. Such requests may be made during any bi-weekly pay period. In addition, Elected Department Heads may request and receive payment for up to twenty five percent (25%) of the residual accrued unused administrative leave balance to a maximum of forty (40) hours during the twelve (12) months prior to retirement.~~

~~All buy-backs for Unrepresented Confidential and Administrative Management employees and Appointed Department Heads will be subject to an 80-hour maximum buy-back in a twelve (12) month period.~~

24.623.5 Vacation Schedules

Vacation schedules shall be arranged by appointing authorities with particular regards 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 a 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 appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

24.723.6 Vacation - Payment for Unused Vacation

Each Unrepresented Administrative Management, elected or appointed Department Head, Unrepresented Confidential, or other Unrepresented employee who is separated from the County service shall be entitled to payment in lieu of all unused vacation leave and administrative 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.

24.8 23.7 Vacation Purchase Plan

Each eligible full and part-time Unrepresented and Confidential 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. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10,435 in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his 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. Part-time employees will be eligible to purchase vacation time on a pro-rata basis. Administrative Management is expressly excluded from this provision. (Amended 12/15/09, effective with implementation of HRMS)

The additional vacation purchased is subject to the following guidelines:

- a) Purchased vacation must be taken before accrued vacation in Section 2423.3.
- b) Purchased vacation is subject to the maximum accumulation limits and usage in Section 2423.3.
- c) Purchased vacation is subject to the same provisions in Section 2423.65.
- ~~d) Purchased vacation leave is not eligible for buy back, Section 24.5, and purchased vacation balances will not be included in eighty (80) hour remaining vacation balance requirement in Section 24.5.~~
- e)d) Purchased vacation hours when taken as time off will not be included in pay status hours for the purposes of shift pay and premium pay.
- f)e) Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

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~~24.9~~23.8 Vacation Purchase Plan-Part-Time Employees

Part-Time employees will be eligible to purchase vacation time on a pro-rata basis.~~24~~23.10

~~24.10~~23.9 Vacation - Extra-Help Employees

Extra-Help employees are not covered by Section ~~24~~23.

SECTION ~~25-24~~ - SICK LEAVE

~~25~~24.1 Sick Leave - Accrual and Use

Each Unrepresented Administrative Management, Unrepresented Confidential or other Unrepresented full-time employee shall accrue and accumulate sick leave with full pay at the rate of 3.680 in-service hours for each completed eighty (80) hour pay period of service. In-service hours include all hours in pay status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees. Extra-Help employees are not covered by

Section ~~25~~24. Employees utilizing sick leave shall document such usage as provided in Section ~~25~~24.3.

~~25~~24.2 Sick Leave - Use

Earned sick leave credits may, with the approval of the Department Head, be used by the employee:

- 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. ~~During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child.~~When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job, or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. When a child, domestic partner or spouse 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 (defined as biological, foster, adoptive, step-parent, legal guardian or person who stood in loco parentis to the employee when the employee was a child) is incapacitated by illness or injury and it is necessary for the employee to care for such child, domestic partner, spouse, or parent. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include a parent-in-law. 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.

~~2524.3~~ Sick Leave – Required Documentation

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

~~25.4~~ Sick Leave – Conversion

Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time as indicated on the chart below:

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
40.01 or more	None

~~A 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. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.~~

~~25.5~~ Sick Leave Payoff

~~Each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented 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.~~

~~2524.64~~ Sick Leave - Payoff at Regular Conversion at Retirement

Each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee ~~who separates~~separating from County services on regular, non-disability retirement ~~only shall have the option of converting~~ one-hundred percent (100%) of ~~all~~ all unused sick leave remaining to such employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. ~~This Provision shall not be used in conjunction with Section 25.5.~~

~~24.5~~ Sick Leave – Payoff at Regular Retirement

Each Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under section 25.4 (Sick Leave – Conversion at Regular Retirement), the County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate.

24.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

~~24.7~~ Sick Leave ~~Payoff~~- Distribution at Disability Retirement

The County shall pay ~~Each~~ Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee separated from County service by disability retirement ~~for disability shall be entitled to payment~~ at such employee's ~~standard~~-base hourly rate for all unused sick leave remaining to such 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.

~~24.8~~ Medical Examinations

An appointing authority may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. Each determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the appointing authority and the employee concerned. Each such examination shall be paid by the department requesting the examination.

SECTION 26-25 - MISCELLANEOUS LEAVES OF ABSENCE (Amended 3/19/13)

~~26.1~~ Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use paid leaves before a Leave of Absence Without Pay (LWOP) as shown in the following table:

MISCELLANEOUS LEAVES OF ABSENCE				
Employees will be required to use paid leaves before a Leave of Absence Without Pay				
Event	Sick	Vacation	CTO	Comment
Section 25.3.3.4 - During the Employee's own incapacity due to illness or injury	Yes, you may keep 40 hrs.	No	No	
Section 25.3.3.4 – When a woman Employee's is disabled by pregnancy disability.	Yes, you may keep 40 hrs.	No	No	

Section 24.2 – During the time needed by the employee to undergo medical or dental treatment or examination. Illness or injury of a relative (as qualified in Section 25.2)	Yes, you may keep 40 hrs. (Refer to Section 25.2(d))	Yes No	Yes No O	May keep 40 hrs. Any combination of Vacation & CTO
Sections 25.3.3.3 and 25.3.4 - 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 parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her. Illness or injury of a relative as defined in FMLA/CFRA* (not Sec. 25.2 qualified)	Yes, you may keep 40 hrs (refer to Section 24.2(d))	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 25.3.3.1 - Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 12.5 - Education Leave	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 18 - Sabbatical	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO

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

25.2 Compassionate Leave

Any Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented full-time or employee may be granted up thirty-two (32) hours of leave with pay, in the event of death of spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild or person with whom the employee

has a relationship in loco parentis, and the mother or father of the employee or the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

Any part-time Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee shall be eligible for a pro-rated compassionate leave. Ongoing work schedule for purposes of this Section shall mean an average of the two (2) pay periods immediately preceding the need for compassionate leave or the employee's normal bi-weekly allocation of hours, whichever is greater.

~~26.325.3~~ Family Care and Medical Leave (Amended 3/19/13)

25.3.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

25.3.2 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.

25.3.3 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:

- 25.3.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);
- 25.3.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 25.3.3.3 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.)
- 25.3.3.4 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.)
- 25.3.3.5 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.

25.3.4 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.

25.3.4.1 A eligible employee’s entitlement under Section 25.3.4 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.

25.3.4.2 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.

25.3.5 Pay Status And Benefits

25.3.5.1 Except as provided in this Section, 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 for represented employees and up to fifteen (15) work weeks for Administrative Management, Confidential, and Unrepresented employees 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.

25.3.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 15.7 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 25.3 or Section 15.7 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 15.7.2 (Continuation of Health Benefits Coverage) applies.

25.3.6 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 17 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

25.3.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

25.3.8 Notice to the County

25.3.8.1 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.

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25.3.8.2 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.

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25.3.8.3 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.

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25.3.9 Medical Certification

25.3.9.1 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.

25.3.9.2 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.

25.3.9.3 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.

25.3.9.4 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.

25.3.10 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.

25.3.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks for represented employees and fifteen (15) work weeks for Administrative Management, Confidential, and Unrepresented employees 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.

25.3.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

25.3.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department. The provisions of this Section 25 are subject to Section 21, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Section 21, Grievance Procedure, of this MOU.

25.3.14 This Section 25.3 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 (25.3) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 25, and other provisions of this memorandum.

~~Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Care Leave Act and the California Family Rights Act, as amended. The Federal and California Family leaves run concurrently as provided by law. A full or part time employee with more than twelve (12) months of service with at least one thousand two hundred and fifty (1,250) hours actually worked during the previous twelve (12) month period, may request up to twelve (12) weeks of Family and Medical Leave for Represented employees and fifteen (15) weeks Family and Medical Leave for Administrative Management, Confidential and Unrepresented employees upon the birth, adoption of a child, or the placement of a foster child (within one (1) year of the event) or the serious illness of a child, spouse, parent, or the employee's own serious health condition. Child is defined as biological, adopted or foster child, stepchild, legal ward, child of a person standing in loco parentis or an adult dependent child. Spouse is a partner in marriage as defined in Civil Code Section 4100. Parent is defined as biological, foster or adoptive parent, stepparent or a legal guardian. The leave does not cover parent in law. The employee must provide thirty (30) days written notice of the~~

~~need for the Family and Medical Leave or as much notice as possible but no less than five (5) working days written notice. If both parents are County employees and the leave is taken for birth, adoption or foster child placement or the care of an ill parent, the aggregate leave may be limited to twelve (12) weeks for represented employees or fifteen (15) workweeks for Unrepresented employees during any twelve (12) month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child, or for his or her own serious illness. The appointing authority may grant such Leave Without Pay in addition to the paid sick leave provided for in Section 25.2 upon submission of reasonable documentation. Paid or unpaid County leaves of absence, that also qualify under Federal and California Family Leave, shall run concurrently. California Pregnancy Disability Leave (CPDL) and California Family Rights Act (CFRA) leave do not run concurrently.~~

~~For the first twelve (12) weeks of approved Family and Medical Leave for all employees, the County will continue to pay the County's contribution toward health insurance premiums. After completion of the first twelve (12) weeks of Family and Medical Leave, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue insurance coverage under Section 15.14. However, the County will continue to pay the County's contribution to health insurance premiums up to a full fifteen (15) weeks of approved FMLA/CFRA Leave for Unrepresented Confidential employees and Unrepresented Administrative Management. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 15.14 when the employee is medically incapacitated or disabled.~~

25.4 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.

SECTION 27-26 - COURT LEAVE

A full-time or part-time employee is entitled to 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 hourly 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 is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work. These provisions do

not apply to employees whose appearances are in the line of duty. Extra-help employees who are scheduled to work and subsequently called to court, qualify under Section ~~27~~26.

SECTION ~~28~~-27 - JURY DUTY

It is the policy of the County of Sonoma ~~that to encourage~~ County employees ~~be encouraged to~~ perform services as jurors when summoned for jury duty by a court of competent jurisdiction. Any Unrepresented Administrative Management, Unrepresented Confidential, or other Unrepresented employee summoned for jury duty shall be entitled to full pay 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 service as a juror. Extra-help employees who are scheduled to work and are subsequently called to jury duty, qualify under this Section ~~28~~27.

SECTION ~~29~~-28 - VOTING

If an Unrepresented Administrative Management, Unrepresented Confidential, or Unrepresented employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote in any state-wide general or primary election, the employee may upon request, be granted so much working time off without loss of pay as will, when added to the employee's 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 employee's regular working shift, whichever allows the most free time for voting and the least time off from the employee's regular working shift.

SECTION ~~30~~-29 - CONTINUOUS SERVICE AND REPORTING LEAVES

~~30-29.1~~ Continuous Service

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

~~30-29.2~~ Recording And Reporting Leave Taken

Each appointing authority shall maintain a record of all hours worked and leave taken by each employee in the department, and shall promptly report such hours worked and leave taken in a manner prescribed by the Auditor-Controller-Treasurer-Tax Collector.

SECTION ~~31~~-30 - BAR DUES

For each employee who is an attorney in the County Counsel's Office the County will pay said employee's State Bar of California dues. Eligibility for such reimbursement shall be limited to those employees who, on the final date payable of said bar dues, have permanent status or have probationary status derived through promotion.

SECTION ~~32~~-31 - LAYOFF POLICY AND BENEFITS

~~3231.1~~ Applicability

The following layoff policy and benefits shall be applicable to Unrepresented regular full-time and part-time employees. Neither the layoff nor the decision to layoff shall be grievable.

3231.2 Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (twenty one (21) calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address.

3231.3 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, with the approval of his/her department head, may separate from County service 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 week period.

3231.4 Medical

For employees who continue to be laid off from County service, and lack medical coverage, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) 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. (Amended 5/18/10)

SECTION 33-32 - DISASTER LEAVE

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.

SECTION 34-33 - CONFLICT OF INTEREST/INCOMPATIBLE ACTIVITIES

- a) Conflict of Interest: Each affected employee shall be furnished with a copy of the Conflict of Interest Code adopted for the department in which the employee serves. The County Clerk shall maintain forms for statements required of employees by the conflict of interest provisions of the Political Reform Act of 1974, and Conflict Interest Codes adopted there under.
- b) Incompatible Activities: All County departments are required to adopt incompatible activities policies in compliance with State law. Department Heads shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Employees who violate the department policy are subject to disciplinary action, up to and including termination. All department incompatible activities policies shall include notice and appeal procedures, as well as the following prohibitions: Employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the

control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

An employee who is unclear or needs more information regarding proposed or current outside employment shall contact his/her supervisor or department head for review and further direction.

SECTION 35-34 - INVALID SECTIONS

If any section, subsection, subdivision, paragraph, sentence, clause, phrase, table, group or series of this Resolution is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution. The Board of Supervisors hereby declare that they would have passed this Resolution and each section, subsection, subdivision, paragraph, sentence, clause, phrase, table, group and series thereto irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, tables, groups, or series is declared illegal or unconstitutional.

SECTION 36-35 - MISCELLANEOUS PROVISIONS (Amended 3/19/13)

35.1 Retirement – General Employees Hired On Or After January 1, 2013

This Section 35.1 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity pursuant to as stated in Government Code Section 7522.02 (c).

35.1.1 Final Compensation Based On Three Year Average

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 35.1, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

35.1.2 2.0% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this section 35.1 who are contributing members of the SCERA.

35.1.3 Required Employee Contributions

As required by Government Code section 7522.30(c), SCERA members covered by this section 35.1 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 35.1 shall pay 3.03 percent 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.

35.2 Retirement – General Employees Hired On Or Before December 31, 2012.

This Section 35.2 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity pursuant to

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Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

35.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 35.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

35.2.2 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula (CERL 31676.17) shall be available to employees covered by this section 35.2 who are contributing members of the SCERA.

35.2.3 Required Employee Contribution

SCERA members covered by this section 35.2 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. This additional 3.03% contribution will continue until July 2024.

35.3 Retirement – Safety Employees Hired On Or After January 1, 2013

This Section 35.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA") and who do not qualify for pension reciprocity pursuant to as stated in Government Code Section 7522.02 (c).

35.3.1 Final Compensation Based On Three Year Average

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 35.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

35.3.2 2% @ 50 - 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50- 2.7% @ 57) pension formula shall be available to employees covered by this section 35.3 who are contributing members of the SCERA.

35.3.3 Required Employee Contributions

As required by Government Code section 7522.04(g), SCERA members covered by this section 35.3 shall pay 50 percent of normal costs. In

addition, SCERA members covered by this section 35.3 shall pay 3.00% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.00% contribution shall continue until July 2024.

35.4 Retirement – Safety Employees Hired On Or Before December 31, 2012.

This Section 35.4 (including subsections) shall apply to employees hired on or before December 31, 2012 who are contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity pursuant to as stated in Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

35.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 35.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

35.4.2 3.0% @ 50 Pension Formula

The 3.0% at 50 pension formula shall be available to employees covered by this section 35.4 who are contributing members of the SCERA.

35.4.3 Required Employee Contribution

SCERA members covered by this section 35.4 will contribute the amount required by SCERA as employee contributions, and shall continue to pay an additional 3.00% of pay, pretax, to their employee retirement account. This 3.00% 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. This additional 3.00% contribution will continue until July 2024.

35.5 Employer Pick-Up of Employee's Share of Retirement Contribution – Not Allowed

Pursuant to the Public Employees Pension Reform Act of 2013 (PEPRA), the County shall not contribute towards any employee's share of retirement contributions.

Retirement – 3% at 60 Retirement Program

Effective June 22, 2004, the 3% at 60 Retirement program will be available to Unrepresented full-time and part-time employees who are contributing members of the Sonoma County Employee's

Retirement Association (SCERA), with the understanding that the County, consistent with State law, must get all other organizations representing general members to implement this option on the same date.

On the above date, Unrepresented SCERA members will begin 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. Unrepresented employees also will pay a pretax statutory contribution of approximately one percent (1%) or slightly more, contingent upon age of entry into the retirement system. Additionally on this date, one percent (1%) of the employer-paid deferred compensation (457) contribution will be re-directed to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions (0.33%) is directed also to fund the normal cost above. In the event that effective County Health Plan changes are not achieved, the County reserves the right to restructure the 3% at 60 enhanced retirement program to fund the remaining costs.~~

~~36.2 Retirement Safety Retirement Program~~

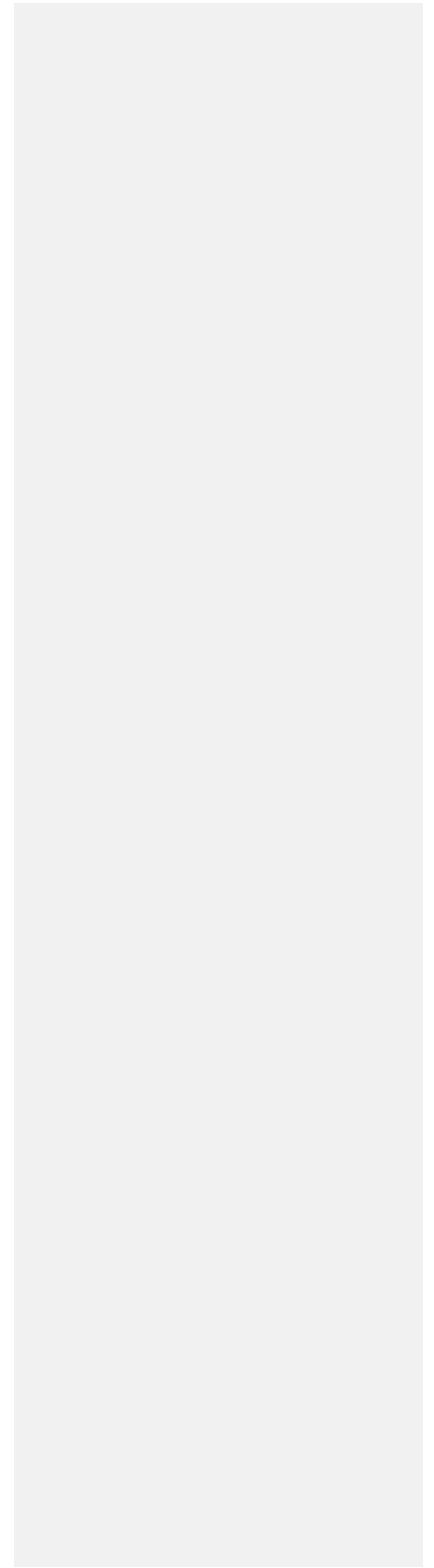
~~Effective July 1, 2003, the 3% at 55 Enhanced Retirement Program will be available to the current safety classifications of Chief Probation Officer, Fire Marshall, Fire Services Officer, Director Fire/Emergency Programs and the elected official in the classification of Sheriff who are contributing members of the Sonoma County Employee's' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing safety~~

~~member employees to implement this option prospectively on the same date. Both parties understand that state law requires that retirement benefit enhancements be implemented for all safety members on the same date. Effective February 1, 2006, the 3% at 50 enhanced retirement program will be available to the current safety classifications of Chief Probation Officer, Fire Marshall, Fire Services Officer, Director Fire/Emergency Programs and the elected official in the classification of Sheriff who are contributing members of SCERA with the understanding that the County will work with all other organizations representing safety member employees to implement this option prospectively on the same date.~~

~~Effective the first pay period in July 2003, the current safety classifications of Chief Probation Officer, Fire Marshall, Fire Services Officer, Director Fire/Emergency Programs and the elected official in the classification of Sheriff who are members of SCERA will begin contributing an additional one percent (1%) pretax to their employee retirement account. Effective the first pay period in February 2004 the current Safety classifications of Chief Probation Officer, Fire Marshall, Fire Services Officer, Director Fire/Emergency Programs and the elected official in the classification of Sheriff who are members of SCERA will contribute an additional one percent (1%) (total equals 2%) pretax to their employee retirement account. Effective the first pay period in February 2005, the current safety classifications of Chief Probation Officer, Fire Marshall, Fire Services Officer, Director Fire/Emergency Programs and the elected official in the classification of Sheriff who are members of SCERA will contribute an additional one percent (1%) pretax to their employee retirement account for a total contribution of three percent (3%). This contribution will continue for twenty (20) years to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs described above.~~

SECTION ~~37-36~~ – DIRECT DEPOSIT (Amended 12/15/09)

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



**APPENDIX A
SALARY TABLES**

UNREPRESENTED - Bargaining Unit 0000

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
0810	ADMINISTRATIVE AIDE	\$23.33	\$23.56	\$24.03
7823	ADMINISTRATIVE AIDE PROJECT	\$23.33	\$23.56	\$24.03
2663	ADVANCED LIFE SUPPORT COORDINATOR	\$31.19	\$31.50	\$32.13
1110	AGRICULTURAL PROGRAM AIDE EXTRA HELP	\$13.50	\$13.64	\$13.91
0841	ASSISTANT EXECUTIVE OFFICER LAFCO	\$106.09	\$107.15	\$109.29
1035	ASSISTANT PROJECT SPECIALIST	\$28.02	\$28.30	\$28.87
0047	CLERICAL HELPER	\$12.54	\$12.67	\$12.92
0777	DEPUTY EMERGENCY SERVICES COORDINATOR	\$29.52	\$29.82	\$30.41
4514	FIRE INSTRUCTOR EXTRA HELP	\$38.00	\$38.38	\$39.15
2537	FORENSIC PSYCHIATRIST	\$87.96	\$88.84	\$90.62
3991	LAW CLERK EXTRA HELP	\$20.27	\$20.47	\$20.88
2536	MENTAL HEALTH PHYSICIAN	\$72.39	\$73.11	\$74.58
1282	OSD EXECUTIVE SECRETARY	\$23.14	\$23.37	\$23.84
0818	OSD INTERN GRADUATE EXTRA HELP	\$15.13	\$15.28	\$15.59
0817	OSD INTERN UNDERGRADUATE EXTRA HELP	\$12.45	\$12.57	\$12.83
4402	PARK RANGER ASSISTANT EXTRA HELP	\$18.39	\$18.57	\$18.95
1036	PROJECT SPECIALIST	\$31.51	\$31.83	\$32.46
2535	PUBLIC HEALTH PHYSICIAN	\$72.39	\$73.11	\$74.58
0902	PUBLIC INFORMATION SPECIALIST	\$23.32	\$23.55	\$24.02
0821	PUBLIC SERVICE FELLOW EXTRA HELP	\$18.39	\$18.57	\$18.95
0820	SENIOR ADMINISTRATIVE AIDE EDB EXTRA HELP	\$23.33	\$23.56	\$24.03
3995	SENIOR LAW CLERK EXTRA HELP	\$24.32	\$24.56	\$25.05
0829	STUDENT INTERN GRADUATE SCHOOL EXTRA HELP	\$15.13	\$15.28	\$15.59
0825	STUDENT INTERN UNDER GRADUATE EXTRA HELP	\$12.45	\$12.57	\$12.83
0822	STUDENT INTERN-HIGH SCHOOL EXTRA HELP	\$8.63	\$8.72	\$8.89
1100	WEIGHTS MEASURES FIELD ASST	\$16.87	\$17.04	\$17.38

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ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
0417	ACCOUNTANT III	\$33.26	\$33.59	\$34.26
0420	ACCOUNTANT/AUDITOR I	\$28.80	\$29.09	\$29.67
0421	ACCOUNTANT/AUDITOR II	\$32.20	\$32.52	\$33.17
0424	ACCOUNTANT/AUDITOR TRAINEE	\$25.07	\$25.32	\$25.83
0438	ACCOUNTING MANAGER AUDITOR CONTROLLER'S OFFICE	\$43.24	\$43.67	\$44.55
2532	ACUTE FORENSICS SECTION MANAGER	\$45.36	\$45.81	\$46.73
0833	ADMINISTRATIVE ANALYST I	\$31.54	\$31.86	\$32.49
0835	ADMINISTRATIVE ANALYST II	\$35.49	\$35.84	\$36.56
0838	ADMINISTRATIVE ANALYST III	\$40.10	\$40.50	\$41.31
0827	ADMINISTRATIVE SERVICES OFFICER I	\$34.86	\$35.21	\$35.91
0828	ADMINISTRATIVE SERVICES OFFICER II	\$40.10	\$40.50	\$41.31
0824	ADMINISTRATIVE TRAINEE	\$26.83	\$27.10	\$27.64
2530	ADULT, YOUTH AND FAMILY SERVICES SECTION MANAGER	\$43.69	\$44.13	\$45.01
9124	AFFORDABLE HOUSING ASSISTANT MANAGER	\$38.00	\$38.38	\$39.15
1139	AGRICULTURE & VINEYARD CONSERVATION COORDINATOR	\$37.38	\$37.75	\$38.51
1031	AIR QUALITY MANAGER	\$45.71	\$46.17	\$47.09
0714	AIRPORT MANAGER	\$47.95	\$48.43	\$49.40
4310	ANIMAL CARE AND CONTROL DIRECTOR	\$42.18	\$42.60	\$43.45
0396	ASSESSMENT PROCESS MANAGER	\$39.78	\$40.18	\$40.98
1140	ASSISTANT AGRICULTURAL COMMISSIONER	\$39.99	\$40.39	\$41.20
0713	ASSISTANT AIRPORT MANAGER	\$37.82	\$38.20	\$38.96
0440	ASSISTANT AUDITOR-CONTROLLER	\$54.60	\$55.15	\$56.25
1713	ASSISTANT COMMUNICATIONS MANAGER	\$37.88	\$38.26	\$39.02
0840	ASSISTANT COUNTY ADMINISTRATOR	\$77.76	\$78.54	\$80.11
4030	ASSISTANT COUNTY COUNSEL	\$65.13	\$65.78	\$67.10
0875	ASSISTANT DIRECTOR CHILD SUPPORT SERVICES	\$46.95	\$47.42	\$48.37
3088	ASSISTANT DIRECTOR HUMAN SERVICES	\$60.60	\$61.21	\$62.43
2676	ASSISTANT DIRECTOR OF HEALTH SERVICES	\$61.31	\$61.92	\$63.16
4040	ASSISTANT DISTRICT ATTORNEY	\$65.13	\$65.78	\$67.10
4039	ASSISTANT DISTRICT ATTORNEY LIMITED TERM	\$65.13	\$65.78	\$67.10
9126	ASSISTANT EXECUTIVE DIRECTOR CDC	\$50.26	\$50.76	\$51.78
5362	ASSISTANT FACILITY MANAGER	\$41.64	\$42.06	\$42.90
0752	ASSISTANT FAIR MANAGER	\$35.11	\$35.46	\$36.17
4518	ASSISTANT FIRE CHIEF	\$52.57	\$53.10	\$54.16
5235	ASSISTANT FLEET MANAGER	\$37.48	\$37.85	\$38.61
0815	ASSISTANT HUMAN RESOURCES DIRECTOR	\$57.87	\$58.45	\$59.62
4049	ASSISTANT PUBLIC DEFENDER	\$65.13	\$65.78	\$67.10
2124	ASSISTANT PUBLIC HEALTH LABORATORY DIRECTOR	\$39.52	\$39.92	\$40.71
0337	ASSISTANT PURCHASING AGENT	\$34.87	\$35.22	\$35.92
0057	ASSISTANT REGISTRAR OF VOTERS	\$49.79	\$50.29	\$51.29
0432	ASSISTANT RETIREMENT ADMINISTRATOR	\$49.79	\$50.29	\$51.29

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ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
0435	ASSISTANT TAX COLLECTOR-AUDITOR	\$49.55	\$50.05	\$51.05
0433	ASSISTANT TREASURER	\$49.55	\$50.05	\$51.05
1048	ASSOCIATE ARCHITECT	\$41.68	\$42.10	\$42.94
0427	AUDIT MANAGER	\$43.24	\$43.67	\$44.55
0852	BOARD OF SUPERVISORS STAFF ASSISTANT	\$31.72	\$32.04	\$32.68
1209	BUILDING DIVISION MANAGER	\$47.96	\$48.44	\$49.41
0850	BUSINESS DEVELOPMENT MANAGER	\$42.91	\$43.34	\$44.21
0498	CENTRAL COLLECTION MANAGER	\$35.91	\$36.27	\$36.99
1520	CHIEF APPRAISER	\$43.74	\$44.18	\$45.06
4046	CHIEF CHILD SUPPORT ATTORNEY	\$59.18	\$59.77	\$60.97
1138	CHIEF DEPUTY AGRICULTURAL COMMISSIONER	\$34.76	\$35.11	\$35.81
1525	CHIEF DEPUTY ASSESSOR	\$53.99	\$54.53	\$55.62
0031	CHIEF DEPUTY CLERK OF THE BOARD	\$35.91	\$36.27	\$36.99
0056	CHIEF DEPUTY COUNTY CLERK	\$35.91	\$36.27	\$36.99
4028	CHIEF DEPUTY COUNTY COUNSEL	\$59.18	\$59.77	\$60.97
4025	CHIEF DEPUTY DISTRICT ATTORNEY	\$59.18	\$59.77	\$60.97
0071	CHIEF DEPUTY PUBLIC ADMIN/GUARDIAN/CONSERVATOR	\$35.91	\$36.27	\$36.99
4048	CHIEF DEPUTY PUBLIC DEFENDER	\$59.18	\$59.77	\$60.97
0217	CHIEF DEPUTY RECORDER	\$39.78	\$40.18	\$40.98
1108	CHIEF DEPUTY SEALER	\$34.76	\$35.11	\$35.81
0422	CHIEF FINANCIAL OFFICER/DEPUTY FAIR MANAGER	\$43.24	\$43.67	\$44.55
1522	CHIEF OF ASSESSMENT STANDARDS	\$43.74	\$44.18	\$45.06
2015	CLIENT CARE MANAGER	\$42.09	\$42.51	\$43.36
1715	COMMUNICATIONS MANAGER	\$43.58	\$44.02	\$44.90
0846	COMMUNITY AND GOVERNMENT AFFAIRS MANAGER	\$56.24	\$56.80	\$57.94
9125	COMMUNITY DEVELOPMENT ASSISTANT MANAGER	\$38.00	\$38.38	\$39.15
9102	COMMUNITY DEVELOPMENT MANAGER	\$46.92	\$47.39	\$48.34
2531	COMMUNITY MENTAL HEALTH SECTION MANAGER	\$43.69	\$44.13	\$45.01
0847	COMPLIANCE/PRIVACY OFFICER	\$40.38	\$40.78	\$41.60
0848	COMPLIANCE AND DEPARTMENT RISK MANAGER	\$42.70	\$43.13	\$43.99
9105	CONTROLLER-CDC	\$43.24	\$43.67	\$44.55
1050	COUNTY ARCHITECT	\$47.96	\$48.44	\$49.41
0903	COUNTY PUBLIC INFORMATION OFFICER	\$40.27	\$40.67	\$41.49
0437	DEPARTMENT ACCOUNTING MANAGER	\$38.21	\$38.59	\$39.36
0842	DEPARTMENT ADMINISTRATIVE SERVICES DIRECTOR	\$45.16	\$45.61	\$46.52
0826	DEPARTMENT ANALYST	\$29.52	\$29.82	\$30.41
0160	DEPARTMENT INFORMATION SYSTEMS COORDINATOR	\$35.28	\$35.63	\$36.35
0161	DEPARTMENT INFORMATION SYSTEMS MANAGER	\$42.10	\$42.52	\$43.37
3085	DEPARTMENT PROGRAM MANAGER	\$32.20	\$32.52	\$33.17

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ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
1017	DEPUTY CHIEF ENGINEER	\$59.15	\$59.74	\$60.94
0837	DEPUTY COUNTY ADMINISTRATOR	\$56.24	\$56.80	\$57.94
4031	DEPUTY COUNTY COUNSEL I	\$37.83	\$38.21	\$38.97
4032	DEPUTY COUNTY COUNSEL II	\$41.56	\$41.98	\$42.82
4033	DEPUTY COUNTY COUNSEL III	\$47.81	\$48.29	\$49.25
4034	DEPUTY COUNTY COUNSEL IV	\$53.84	\$54.38	\$55.47
1041	DEPUTY DIRECTOR ENGINEERING & MAINTENANCE	\$62.86	\$63.49	\$64.76
1016	DEPUTY DIRECTOR ENGINEERING CONSTRUCTION	\$55.14	\$55.69	\$56.81
0869	DEPUTY DIRECTOR GENERAL SERVICES	\$46.08	\$46.54	\$47.47
1268	DEPUTY DIRECTOR REGIONAL PARKS	\$50.88	\$51.39	\$52.42
1039	DEPUTY DIRECTOR TRANSPORTATION & OPERATIONS	\$62.86	\$63.49	\$64.76
1213	DEPUTY DIRECTOR/PLANNING	\$49.97	\$50.47	\$51.48
0755	DEPUTY FAIR MANAGER	\$40.38	\$40.78	\$41.60
2673	DEPUTY PUBLIC HEALTH OFFICER	\$76.04	\$76.80	\$78.34
2620	DIRECTOR OF ENVIRONMENTAL HEALTH	\$47.22	\$47.69	\$48.65
2674	DIRECTOR OF HEALTH PROGRAM PLANNING AND EVALUATION	\$48.30	\$48.78	\$49.76
2575	DIRECTOR OF PUBLIC HEALTH NURSING	\$46.51	\$46.98	\$47.91
0831	DIVISION DIRECTOR ADMINISTRATION HEALTH SERVICES	\$45.16	\$45.61	\$46.52
2695	DIVISION DIRECTOR ALCOHOL DRUG TOBACCO SERVICES	\$51.11	\$51.62	\$52.65
2670	DIVISION DIRECTOR PLANNING, PREVENTION, INFO & ED	\$47.22	\$47.69	\$48.65
2662	EMERGENCY MEDICAL SERVICES COORDINATOR	\$32.72	\$33.05	\$33.71
0780	EMERGENCY SERVICES COORDINATOR	\$41.40	\$41.81	\$42.65
0784	EMERGENCY SERVICES INFORMATION OFFICER	\$49.11	\$49.60	\$50.59
0786	EMERGENCY SERVICES OPERATION OFFICER	\$49.11	\$49.60	\$50.59
0814	EMPLOYEE RELATIONS MANAGER	\$56.90	\$57.47	\$58.62
5364	ENERGY & SUSTAINABILITY PROGRAM MANAGER	\$43.78	\$44.22	\$45.10
1015	ENGINEERING DIVISION MANAGER	\$47.96	\$48.44	\$49.41
0136	ENGINEERING PROGRAMMING MANAGER	\$48.22	\$48.70	\$49.68
1277	ENVIRONMENTAL DISCOVERY CENTER COORDINATOR	\$29.52	\$29.82	\$30.41
2621	ENVIRONMENTAL HEALTH AND SAFETY SECTION MANAGER	\$45.22	\$45.67	\$46.59
2616	ENVIRONMENTAL HEALTH PROGRAM MANAGER	\$39.12	\$39.51	\$40.30
0996	ENVIRONMENTAL RESOURCES COORDINATOR	\$48.22	\$48.70	\$49.68
0811	EQUAL EMPLOYMENT OPPORTUNITY MANAGER	\$42.94	\$43.37	\$44.24
0738	EXECUTIVE DIRECTOR TOURISM COUNCIL	\$40.10	\$40.50	\$41.31
5363	FACILITY MANAGER	\$43.58	\$44.02	\$44.90
0761	FAIR FINANCIAL SERVICES OFFICER	\$38.23	\$38.61	\$39.38
5355	FAIR GROUNDS BUILDING SUPERINTENDENT	\$36.88	\$37.25	\$37.99
0753	FAIRGROUNDS GOLF MANAGER	\$27.66	\$27.94	\$28.50
2574	FAMILY HEALTH SECTION MANAGER	\$45.36	\$45.81	\$46.73

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ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
9131	FEMA PROJECT MANAGER	\$43.68	\$44.12	\$45.00
4516	FIRE SERVICES OFFICER	\$45.57	\$46.03	\$46.95
2637	FIRST 5 SECTION MANAGER	\$43.69	\$44.13	\$45.01
5240	FLEET MANAGER	\$43.58	\$44.02	\$44.90
9132	FLOOD ELEVATION MANAGER	\$42.32	\$42.74	\$43.60
1220	GEOGRAPHIC INFORMATION SYSTEMS COORDINATOR	\$38.23	\$38.61	\$39.38
2675	HEALTH OFFICER	\$79.85	\$80.65	\$82.26
2634	HEALTH PROGRAM MANAGER	\$36.01	\$36.37	\$37.10
2672	HEALTH SERVICES CLINIC MANAGER	\$50.07	\$50.57	\$51.58
2541	HEALTH SERVICES DIVISION DIRECTOR	\$61.31	\$61.92	\$63.16
2636	HEALTH SERVICES SECTION MANAGER	\$43.69	\$44.13	\$45.01
2671	HEALTHY COMMUNITIES SECTION MANAGER	\$43.69	\$44.13	\$45.01
0805	HUMAN RESOURCES ANALYST I	\$26.94	\$27.21	\$27.75
0806	HUMAN RESOURCES ANALYST II	\$31.00	\$31.31	\$31.94
0807	HUMAN RESOURCES ANALYST III	\$34.86	\$35.21	\$35.91
0812	HUMAN RESOURCES MANAGER	\$40.05	\$40.45	\$41.26
3089	HUMAN SERVICES DIVISION DIRECTOR	\$48.28	\$48.76	\$49.74
0439	HUMAN SERVICES FISCAL MANAGER	\$41.54	\$41.96	\$42.79
3087	HUMAN SERVICES SECTION MANAGER	\$41.20	\$41.61	\$42.44
9301	IHSS PUBLIC AUTHORITY DEPARTMENT ANALYST*	\$29.52	\$29.82	\$30.41
9300	IHSS PUBLIC AUTHORITY MANAGER*	\$47.31	\$47.78	\$48.74
0149	INFORMATION SYSTEM DIVISION DIRECTOR	\$52.47	\$52.99	\$54.05
0143	INFORMATION SYSTEMS PROJECT MANAGER	\$45.64	\$46.10	\$47.02
0325	INSTITUTIONAL SERVICES MANAGER	\$34.86	\$35.21	\$35.91
5180	INTERGRATED WATER OPERATIONS DIVISION MANAGER	\$43.50	\$43.94	\$44.81
0756	INTERIM EVENTS COORDINATOR	\$34.14	\$34.48	\$35.17
9103	LEASED HOUSING MANAGER	\$46.92	\$47.39	\$48.34
1038	MAJOR PROJECT ARCHITECT	\$38.88	\$39.27	\$40.05
1248	MARINA MANAGER	\$38.94	\$39.33	\$40.12
0759	MARKETING AND PROMOTIONS COORDINATOR	\$34.14	\$34.48	\$35.17
2540	MENTAL HEALTH MEDICAL DIRECTOR	\$85.54	\$86.40	\$88.12
1301	OSD ADMINISTRATIVE-FISCAL MANAGER	\$38.23	\$38.61	\$39.38
1289	OSD ASSISTANT GENERAL MANAGER	\$50.88	\$51.39	\$52.42
1297	OSD COMMUNITY RELATIONS MANAGER	\$36.61	\$36.98	\$37.72
1300	OSD FINANCIAL ANALYST	\$29.52	\$29.82	\$30.41
0807	OSD HUMAN RESOURCES ANALYST III	\$34.86	\$35.21	\$35.91
1299	OSD PROGRAM MANAGER	\$40.91	\$41.32	\$42.15
1267	PARK MANAGER	\$43.48	\$43.91	\$44.79
1258	PARK PLANNING MANAGER	\$42.21	\$42.63	\$43.48

APPENDIX A

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SALARY TABLES

ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
1245	PARKS GROUNDS MAINTENANCE MANAGER	\$43.48	\$43.91	\$44.79
2420	PATIENT CARE ANALYST	\$40.38	\$40.78	\$41.60
0410	PAYROLL MANAGER AUDITOR CONTROLLER'S OFFICE	\$41.11	\$41.52	\$42.35
1206	PREAPPLICATION PROJECT COORDINATOR	\$35.75	\$36.11	\$36.83
0758	PREMIUM AND EXHIBIT COORDINATOR	\$35.11	\$35.46	\$36.17
0839	PRINCIPAL ADMINISTRATIVE ANALYST	\$47.78	\$48.26	\$49.22
0992	PRINCIPAL ENVIRONMENTAL SPECIALIST	\$41.90	\$42.32	\$43.17
1210	PRMD DIVISION MANAGER	\$43.42	\$43.85	\$44.73
3084	PROGRAM DEVELOPMENT MANAGER	\$37.05	\$37.42	\$38.17
0887	PROGRAM PLANNING & EVALUATION ANALYST PROJECT	\$30.59	\$30.90	\$31.51
0880	PROGRAM PLANNING AND EVALUATION ANALYST	\$30.59	\$30.90	\$31.51
0477	PROGRAM SPECIALIST	\$27.70	\$27.98	\$28.54
0175	PUBLIC ASSISTANCE SYSTEMS MANAGER	\$42.10	\$42.52	\$43.37
0176	PUBLIC ASSISTANCE SYSTEMS SPECIALIST	\$32.25	\$32.57	\$33.22
1278	PUBLIC FACILITIES MANAGER	\$43.48	\$43.91	\$44.79
2125	PUBLIC HEALTH LABORATORY DIRECTOR	\$46.50	\$46.97	\$47.90
5055	PUBLIC WORKS FLEET EQUIPMENT MANAGER	\$32.78	\$33.11	\$33.77
5058	PUBLIC WORKS OPERATIONS COORDINATOR	\$37.82	\$38.20	\$38.96
0339	PURCHASING AGENT	\$40.11	\$40.51	\$41.32
0763	REAL ESTATE MANAGER	\$45.67	\$46.13	\$47.05
0058	RECORDS MANAGER	\$33.94	\$34.28	\$34.96
1259	RECREATION AND EDUCATION SERVICES MANAGER	\$40.10	\$40.50	\$41.31
0813	RECRUITMENT & CLASSIFICATION MANAGER	\$46.06	\$46.52	\$47.45
5190	RECYCLING MANAGER	\$43.50	\$43.94	\$44.81
9104	REDEVELOPMENT MANAGER	\$46.92	\$47.39	\$48.34
2665	REGIONAL EMERGENCY MEDICAL SERVICES MANAGER	\$43.69	\$44.13	\$45.01
0250	REPROGRAPHICS MANAGER	\$33.94	\$34.28	\$34.96
0434	RETIREMENT ACCOUNTING MANAGER	\$41.11	\$41.52	\$42.35
0373	RETIREMENT BENEFITS COORDINATOR	\$29.52	\$29.82	\$30.41
0378	RETIREMENT BENEFITS SERVICES MANAGER	\$41.11	\$41.52	\$42.35
0418	RETIREMENT INVESTMENT ANALYST I	\$31.10	\$31.41	\$32.04
0423	RETIREMENT INVESTMENT ANALYST II	\$36.29	\$36.65	\$37.39
0430	RETIREMENT INVESTMENT OFFICER	\$44.81	\$45.26	\$46.16
0426	REVENUE AND DEBT MANAGER	\$41.11	\$41.52	\$42.35
1055	RIGHT OF WAY SECTION MANAGER	\$41.87	\$42.29	\$43.13
0766	RISK MANAGEMENT ANALYST I	\$31.48	\$31.79	\$32.43
0771	RISK MANAGEMENT ANALYST I PROJECT	\$31.48	\$31.79	\$32.43
0767	RISK MANAGEMENT ANALYST II	\$34.62	\$34.97	\$35.67
0770	RISK MANAGEMENT ANALYST II PROJECT	\$34.62	\$34.97	\$35.67

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SALARY TABLES

ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
0768	RISK MANAGEMENT ANALYST III	\$39.83	\$40.23	\$41.03
0764	RISK MANAGEMENT ANALYST III PROJECT	\$39.83	\$40.23	\$41.03
0765	RISK MANAGER	\$45.80	\$46.26	\$47.18
1373	ROAD OPERATIONS DIVISION MANAGER	\$43.50	\$43.94	\$44.81
0170	SENIOR DEPARTMENT INFORMATION SYSTEMS MANAGER	\$48.41	\$48.89	\$49.87
1037	SENIOR PROJECT SPECIALIST	\$36.21	\$36.57	\$37.30
0441	SENIOR RETIREMENT INVESTMENT OFFICER	\$49.79	\$50.29	\$51.29
0060	SHERIFFS INFORMATION BUREAU MANAGER	\$34.86	\$35.21	\$35.91
0830	SHERIFFS SUPPORT SERVICES MANAGER	\$40.10	\$40.50	\$41.31
1208	SPECIAL DISTRICT PROJECT COORDINATOR PROJECT	\$36.21	\$36.57	\$37.30
0832	SPECIAL DISTRICTS COORDINATOR	\$33.26	\$33.59	\$34.26
0849	SPECIAL PROJECTS DIRECTOR PROJECT	\$50.06	\$50.56	\$51.57
2694	SUBSTANCE USE DISORDER & COMM RECVRY SVCS SECT MGR	\$43.69	\$44.13	\$45.01
0419	SUPERVISING ACCOUNTANT	\$35.11	\$35.46	\$36.17
0808	SUPERVISING HUMAN RESOURCES ANALYST	\$40.05	\$40.45	\$41.26
0436	TAX ACCOUNT MANAG AUD CONT OFF	\$41.11	\$41.52	\$42.35
0431	TAX COLLECTION MANAGER	\$39.78	\$40.18	\$40.98
0986	TECHNICAL WRITING MANAGER	\$41.90	\$42.32	\$43.17
0809	TRAINING MANAGER	\$41.05	\$41.46	\$42.29
1377	TRANSIT SYSTEMS MANAGER	\$45.63	\$46.09	\$47.01
0429	TREASURY MANAGER	\$39.78	\$40.18	\$40.98
3026	VALLEY OF THE MOON CHILDREN'S HOME MANAGER	\$37.05	\$37.42	\$38.17
0610	VETERANS SERVICE OFFICER	\$34.94	\$35.29	\$36.00
0769	VOCATIONAL REHABILITATION COUNSELOR	\$38.68	\$39.07	\$39.85
0912	WATER AGENCY ASSISTANT GENERAL MANAGER	\$67.47	\$68.14	\$69.51
1219	WATER AGENCY CAD-GIS COORDINATOR	\$38.23	\$38.61	\$39.38
1026	WATER AGENCY CAPITAL PROJECTS MANAGER	\$51.81	\$52.33	\$53.37
1019	WATER AGENCY CHIEF ENGINEER	\$64.98	\$65.63	\$66.94
5057	WATER AGENCY COORDINATOR	\$48.22	\$48.70	\$49.68
0910	WATER AGENCY DIVISION MGR ADMINISTRATIVE SERVICES	\$54.60	\$55.15	\$56.25
0994	WATER AGENCY DIVISION MGR ENVIRONMENTAL RESOURCES	\$55.44	\$55.99	\$57.11
0911	WATER AGENCY GOVERNMENTAL AFFAIRS COORDINATOR	\$48.18	\$48.66	\$49.64
5127	WATER AGENCY OPERATIONS SUPERINTENDENT	\$37.00	\$37.37	\$38.12
1024	WATER AGENCY PRINCIPAL ENGINEER	\$50.02	\$50.52	\$51.53
1074	WATER AGENCY PRINCIPAL HYDROGEOLOGIST	\$50.02	\$50.52	\$51.53
0982	WATER AGENCY PRINCIPAL PROGRAM SPECIALIST	\$41.90	\$42.32	\$43.17
0908	WATER AGENCY PUBLIC INFORMATION OFFICER	\$36.61	\$36.98	\$37.72

**APPENDIX A
SALARY TABLES**

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ADMINISTRATIVE MANAGEMENT - Bargaining Unit 0050

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
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*IHSS position. Included only for purpose of compensation and fringe benefits pursuant to Resolution No. 04-04641, dated 6/29/04

**APPENDIX A
SALARY TABLES**

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CONFIDENTIAL - Bargaining Unit 0051

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Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
7415	ACCOUNTANT I CONFIDENTIAL	\$24.83	\$25.08	\$25.58
7416	ACCOUNTANT II CONFIDENTIAL	\$28.93	\$29.22	\$29.80

7404	ACCOUNTING TECHNICIAN CONFIDENTIAL	\$21.96	\$22.18	\$22.62
0823	ADMINISTRATIVE AIDE CONFIDENTIAL	\$23.33	\$23.56	\$24.03
7384	AUDITORS PAYROLL TECHNICIAN CONFIDENTIAL	\$23.14	\$23.37	\$23.84
0851	BOARD OF SUPERVISORS AIDE	\$26.83	\$27.10	\$27.64
7155	DEPT INFO SYSTEMS SPEC II PROJECT CONFIDENTIAL	\$32.24	\$32.56	\$33.21
7159	DEPT INFO SYSTEMS SPECIALIST II CONFIDENTIAL	\$32.24	\$32.56	\$33.21
7777	DEPUTY EMERGENCY SERVICES COORDINATOR CONF	\$29.52	\$29.82	\$30.41
7027	EXECUTIVE ASST CAO CONFIDENTIAL	\$25.47	\$25.72	\$26.24
7022	EXECUTIVE LEGAL SECRETARY CONFIDENTIAL	\$24.47	\$24.71	\$25.21
7025	EXECUTIVE SECRETARY CONFIDENTIAL	\$23.14	\$23.37	\$23.84
7803	HUMAN RESOURCES TECHNICIAN CONFIDENTIAL	\$22.44	\$22.66	\$23.12
7024	IHSS PUBLIC AUTHORITY SECRETARY*	\$20.59	\$20.80	\$21.21
7019	LEGAL ASSISTANT CONFIDENTIAL	\$23.31	\$23.54	\$24.01
7020	LEGAL SECRETARY I CONFIDENTIAL	\$18.82	\$19.01	\$19.39
7021	LEGAL SECRETARY II CONFIDENTIAL	\$21.61	\$21.83	\$22.26
7001	OFFICE ASSISTANT I CONFIDENTIAL	\$14.81	\$14.96	\$15.26
7002	OFFICE ASSISTANT II CONFIDENTIAL	\$16.51	\$16.68	\$17.01
7011	OFFICE ASSISTANT TRAINEE CONFIDENTIAL	\$13.98	\$14.12	\$14.40
0030	OFFICE SUPPORT SUPERVISOR BOARD OF SUPERVISORS	\$25.69	\$25.95	\$26.47
7007	OFFICE SUPPORT SUPERVISOR CONFIDENTIAL	\$22.28	\$22.50	\$22.95
7382	PAYROLL CELRK CONFIDENTIAL	\$22.02	\$22.24	\$22.69
7130	PROGRAMMER ANALYST CONFIDENTIAL	\$33.00	\$33.33	\$34.00
7101	RECEPTIONIST CONFIDENTIAL	\$18.81	\$19.00	\$19.38
7023	SECRETARY CONFIDENTIAL	\$20.59	\$20.80	\$21.21
7003	SENIOR OFFICE ASSISTANT CONFIDENTIAL	\$18.81	\$19.00	\$19.38
7009	SENIOR OFFICE SUPPORT SUPERVISOR CONFIDENTIAL	\$24.50	\$24.75	\$25.24
7129	SENIOR PROGRAMMER ANALYST CONFIDENTIAL	\$39.46	\$39.85	\$40.65
7372	SENIOR RETIREMENT BENEFITS SPECIALIST CONFIDENTIAL	\$24.83	\$25.08	\$25.58

*IHSS position. Included only for purpose of compensation and fringe benefits pursuant to Resolution No. 04-04

APPENDIX A SALARY TABLES

DEPARTMENT HEADS - Bargaining Unit 0052

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
1142	AGRICULTURAL COMMISSIONER-SEALER	\$63.31	\$63.94	\$65.22
3240	CHIEF PROBATION OFFICER	\$63.19	\$63.82	\$65.10
4520	DIRECTOR FIRE/EMERGENCY PROGRAM MANAGER	\$65.85	\$66.51	\$67.84
0816	DIRECTOR HUMAN RESOURCES	\$69.77	\$70.47	\$71.88
0876	DIRECTOR OF CHILD SUPPORT SERVICES	\$62.98	\$63.61	\$64.88
2677	DIRECTOR OF HEALTH SERVICES	\$75.54	\$76.30	\$77.82
1270	DIRECTOR OF REGIONAL PARKS	\$63.61	\$64.25	\$65.53

1042	DIRECTOR OF TRANSPORTATION & PUBLIC WORKS	\$73.00	\$73.73	\$75.20
1215	DIRECTOR PERMINT AND RESOURCE MANAGEMENT	\$65.99	\$66.65	\$67.98
9101	EXECUTIVE DIRECTOR SONOMA COUNTY CDC	\$64.39	\$65.03	\$66.33
0750	FAIR MANAGER	\$55.16	\$55.71	\$56.83
0870	GENERAL SERVICES DIRECTOR	\$68.01	\$68.69	\$70.06
0150	INFORMATION SYSTEM DIRECTOR	\$68.04	\$68.72	\$70.09
0844	LAFCO EXECUTIVE OFFICER	\$43.35	\$43.78	\$44.66
1290	OSD GENERAL MANAGER	\$63.61	\$64.25	\$65.53
4050	PUBLIC DEFENDER	\$76.27	\$77.03	\$78.57
0425	RETIREMENT ADMINISTRATOR*	\$80.90	\$81.71	\$83.34
5191	WASTE MANAGEMENT AGENCY EXECUTIVE DIRECTOR	\$43.50	\$43.94	\$44.81
1020	WATER AGENCY GENERAL MANAGER	\$84.28	\$85.12	\$86.83

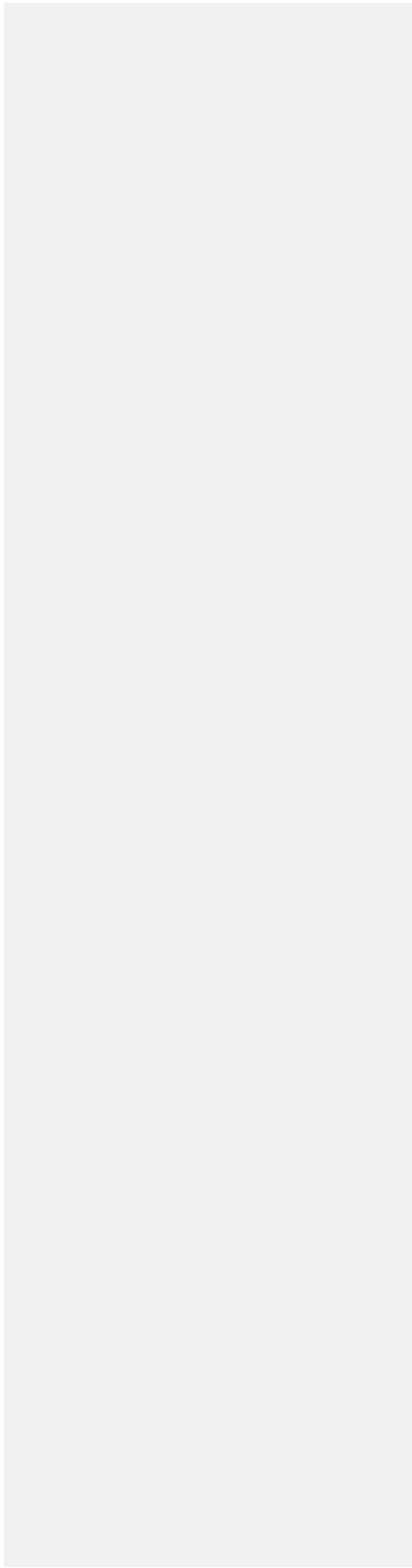
*In concurrence with Resolution No. 98-1330, the Board of Retirement and the Board of Supervisors cooperate in an exchange of information and consultation prior to the Board of Retirement taking final action regarding the Retirement Administrator salary scale.

APPENDIX A SALARY TABLES

FLAT RATES

Job Code	Job Title	A Step Rate	A Step Rate (October 28, 2014)	A Step Rate (July 7, 2015)
0819	ADMINISTRATIVE AIDE EDB EXTRA HELP	\$15.65	\$15.81	\$16.12
8108	AUDITOR CONTROLLER/TREASURER/TAX COLLECTOR	\$99.97	\$100.97	\$102.99
0845	COUNTY ADMINISTRATOR	\$112.60	\$113.73	\$116.00
8105	COUNTY CLERK-RECORDER-ASSESSOR	\$80.42	\$81.22	\$82.85
4035	COUNTY COUNSEL	\$98.57	\$99.56	\$101.55
3090	DIRECTOR OF HUMAN SERVICES	\$71.51	\$72.23	\$73.67
8101	DISTRICT ATTORNEY	\$96.70	\$97.67	\$99.62
0741	ECONOMIC DEVELOPMENT COORDINATOR	\$58.07	\$58.65	\$59.82
3395	KEEPER	\$40.00	\$40.40	\$41.21
4061	LIFEGUARD-A EXTRA HELP	\$14.94	\$15.09	\$15.39
4062	LIFEGUARD-B EXTRA HELP	\$16.06	\$16.22	\$16.55
4063	LIFEGUARD-C EXTRA HELP	\$17.27	\$17.44	\$17.79
0834	SENIOR ADMINISTRATIVE AIDE EDB EXTRA HELP	\$20.98	\$21.19	\$21.61
8103	SHERIFF-CORONER	\$91.97	\$92.89	\$94.75
4067	SUPERVISING LIFEGUARD-A EXTRA HELP	\$18.54	\$18.73	\$19.10

4068	SUPERVISING LIFEGUARD-B EXTRA HELP	\$19.59	\$19.79	\$20.18
4069	SUPERVISING LIFEGUARD-C EXTRA HELP	\$20.68	\$20.89	\$21.30



- Savings Achieved with increased employee pension contributions and lower tiers of benefits.
- Deferred Compensation: Eliminate County contributions to the Deferred Compensation Program.
- Premiums: All premiums will be paid only for hours worked; Reduce 15 standby rates into one flat rate reducing costs and increasing payroll efficiency; Eliminate 9 premiums; Convert Heavy Truck premiums to flat rates, Eliminate Hazard Pay by end of the MOU.
- Holiday Compensatory Time: Eliminate the ability to receive pensionable compensation for a holiday.
- Vacation: 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.
- Supervisory leave: Eliminate Supervisory leave.

Health and Welfare Benefits

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on county medical plan enrollment beginning on March 19, 2013. Access to reimbursement under the HRA plan will become effective on June 1, 2013.

Additional Provisions

- Term - The term bridges four fiscal years from fiscal year 2012/2013 to 2015/2016, from March 19, 2013 through October 31, 2015.
- Salaries –Increase salary scales by 1.0% effective October 28, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- Arbitration - Increase the potential arbitrator’s award from \$5,000 per grievant to a maximum of \$100,000.
- Rewriting of language for clarity and ease of administration which will result in long-term efficiency savings.
- One – Time, Lump-Sum, Non-Recurring, Non- Pensionable Payments – Full-time SEIU represented employees will receive one-time, lump-sum, non-recurring, non-pensionable payments:

April 10, 2013

For represented employees with a base pay of up to \$36.50 per hour = \$455.00 + \$100 into HRA.

For represented employees with a base pay of \$36.51 and higher per hour = \$ 682.50 + \$100 into HRA.

December 4, 2013

For represented employees with a base pay of up to \$36.50 per hour = \$735.00

For represented employees with a base pay of \$36.51 and higher per hour = \$1,102.00

December 3, 2014

For represented employees with a base pay of up to \$36.50 per hour = \$525.00+ \$100 into HRA

For represented employees with a base pay of \$36.51 and higher per hour = \$787.50 + \$100 into HRA

The above payments will be pro-rated for part-time employees.

Prior Board Actions:

July 13, 2010, Board adopted SEIU MOU, Resolution #10-0543.

December 11, 2012, received a report from Bartel Associates conducting an actuary analysis of the effects of the changes to pensionable compensation as a result of PEPR, effective January 1, 2013.

February 26, 2013, Board received a report from Bartel Associates conducting an actuary analysis of the effects of the changes to pensionable compensation as directed by the August 2012 Resolution of Intent for all

represented employee groups and employees covered by the salary resolution and other ordinances such as Board of Supervisors, Department Heads, administrative management, confidential and unrepresented.

Strategic Plan Alignment: Goal 3: Invest in the Future

The successor MOU reflects the joint efforts of the County and SEIU to minimize costs and impacts to the County's adopted budget and future pension costs.

Fiscal Summary - FY 12-13

Expenditures		Funding Source(s)	
Budgeted Amount	\$	Select an item.	\$
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 approximately \$5.1 million countywide in on-going savings for each full year of the contract and as a reset to the cost base going forward. This is partially offset by approximately \$2 million annually in HRA contributions. Due to implementation of a partial year in FY 12-13, net savings of \$295,791 is achieved in FY 12-13.

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:

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



County of Sonoma
State of California

Date: March 19, 2013

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, Approving The Memorandum Of Understanding Between The County Of Sonoma And The Service Employees International Union, Local 1021 For The Period Of March 19, 2013 Through October 31, 2015.

Whereas, the Service Employees' International Union 1021 (S.E.I.U.) is a recognized employee organization representing employees in clerical non-supervisory, services and technical support, maintenance non-supervisory, social services non-supervisory, nursing services non-supervisory, and supervisory positions;

Whereas, the County met and conferred with representatives of S.E.I.U to negotiate a successor Memorandum of Understanding (M.O.U.);

Whereas, the County and S.E.I.U. negotiators have reached a tentative agreement on the terms of the new M.O.U.;

Whereas, the S.E.I.U membership voted and ratified the terms of the tentative agreements 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 M.O.U.;

Now, Therefore, Be It Resolved, that this Board hereby approves the Tentative Agreements (Attachment A) setting the terms and conditions of the successor M.O.U. between the County and the S.E.I.U which is attached and incorporated by reference herein;

Be It Further Resolved that the terms and conditions of the M.O.U. shall be in full force

Resolution #

Date:

Page 2

and effect from March 19, 2013 Through October, 2015, except as specified otherwise in the M.O.U.;

Finally, Be It 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.

March 14, 2013 (8 p.m.)

After Board approval, the section numbers
and spacing will be corrected.

MEMORANDUM OF UNDERSTANDING

**THE COUNTY OF SONOMA
AND RELATED AGENCIES**

**SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 1021**

BARGAINING UNITS: 0001, 0005, 0010, 0025, 0080, AND 0095

~~July 13, 2010 – August 31, 2012~~
MARCH 19, 2013 – OCTOBER 31, 2015

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA AND RELATED AGENCIES
AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION 1021**

~~DECEMBER 11, 2012~~MARCH 19, 2013 – AUGUST 31, 2015

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, Northern Sonoma County Air Pollution Control District, the Community Development Commission, Sonoma County Fair and Exposition, Inc., and Sonoma County Agricultural Preservation and Open Space District hereinafter referred to as "County," and SEIU 1021, hereinafter referred to as the "Union," contains the agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend the adoption of this memorandum to the County Board of Supervisors, effective on the date approved by the Board of Supervisors. ~~July 13, 2010.~~ This Memorandum shall apply only to those employees in classifications listed within each bargaining unit as provided in Article 2 (Recognition).

ARTICLE 1: TERM OF MEMORANDUM

This Memorandum of Understanding shall take effect on the date approved by the Board of Supervisors, and shall remain in full force and effect, up to and including October 31, 2015. The Memorandum of Understanding shall expire at 11:59 p.m. on October 31, 2015. ~~The term of this Memorandum of Understanding is effective July 13, 2010 upon ratification by the Union and adoption by the Board of Supervisors and shall expires at 11:59 p.m. on August 31, 2012.~~The Union shall serve on the County its written request to commence negotiations as well as its initial proposals for any successor Memorandum of Understanding by the first week in May 2015. Negotiations shall commence by the second week of June 2015. ~~The parties agree that all changes contained herein will become effective July 13, 2010, upon adoption by the Board of Supervisors unless otherwise specified.~~

ARTICLE 2: RECOGNITION

The County recognizes the Union as the exclusive recognized employee organization for the Clerical Non-Supervisory, Service and Technical Support Non-Supervisory, Maintenance Non-Supervisory, Social Service Non-Supervisory, Nursing Services Non-Supervisory, and General Supervisory bargaining units. The bargaining units consist of all full-time, part-time, and extra-help County employees in the classifications listed in Appendix A. Extra-help employees in such classifications are covered by the terms of this Memorandum except where a provision specifically excludes extra-help employees.

Except as provided within this MOU, the provisions of this agreement may not be waived by an individual employee, group of employees, or by an appointing authority. Any request for a waiver, other than as specifically provided in this MOU, must be submitted in writing to the Director of Human Resources and the Union General Manager. Any such request will be reviewed and approved or denied in writing by both the Director of Human Resources and the Union General Manager

ARTICLE 3: DEFINITIONS

3.1 Definitions Non-Application

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.

3.2 Definition Of Terms

ACTTC: Auditor-Controller-Treasurer-Tax Collector

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.

Alternative Work Schedule: A regular ~~fixed~~ schedule ~~that which~~ 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). 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.

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

Base Salary: the base hourly rate multiplied by the total hours allocated in the pay period.

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, in lieu of cash compensation.

County: the County of Sonoma, the Sonoma County Water Agency, the Community Development Commission, Sonoma County Agricultural Preservation and Open Space District, 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.

Day: shall be calendar day unless stated otherwise such as working days (regular work days) or regular County business days (Monday through Friday, absent holidays).

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.

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~~ that is regularly scheduled for 80 hours of work in each pay period.

Employee 3/4 Part-Time: an employee who is employed in an allocated position ~~which~~ that is regularly scheduled for at least 60 hours but less than 80 hours of work per pay period.

Employee Part-Time: an employee who is employed in an allocated position ~~which~~ that is regularly scheduled for at least 32 hours but less than 60 hours of work per pay period. Unless otherwise specified in this Memorandum, the term “part-time employee(s)” shall include both “employee 3/4 part-time” and “Employee part-time.”

Exempt Employee: an employee who for the purposes of this agreement has been designated by the County as exempt from the provisions of the Fair Labor Standards Act.

Extra-Help Employees: as defined in the Civil Service Rules.

Flex-Time Work Schedule: is 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 a written agreement between the employee and the appointing authority.

Fair Labor Standards Act (FLSA) Overtime: hours actually worked in excess of forty (40) hours in a work week. For the purpose of calculating overtime hours under this section, the County shall not include any paid time off (for example, sick leave, vacation, and holidays.) 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.

FTE (Full-Time Equivalent Position): FTE is the relationship that the position has to a full-time position as allocated in the budget (e.g., .75, .5, .4). A full-time position is defined as a position which is regularly scheduled to work 80 hours in a pay period.

Hours Worked: includes all time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that work is being performed that the County ~~knows of or has reason to know of~~ has authorized.

Inservice Hours: ~~pay-paid~~ status as defined in this MOU up to a maximum of 80 hours in a pay period.

Non-Exempt Employee: an employee designated by the County to be covered by the provisions of the Fair Labor Standards Act or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

Overtime – Non-Statutory – Exempt Employees: Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 pay status hours in a pay period; or hours worked in excess of the normal full-time daily work schedule established by the ~~County appointing authority~~ 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); or any other circumstance where overtime pay is provided for exempt employees elsewhere in this Memorandum. Except for the Elections Department, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) day and any consecutive full (8, 9, or 10) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

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 pay status in a 7 day work period or in excess of 80 pay 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 appointing authority~~ (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); or any other circumstance except Section ~~7.11~~7.12 where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Except for the Elections Department and the Fair & Exposition, Inc. during the term of the annual Sonoma County Fair, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9, or 10 hour) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

Pay Date: each employee will be paid for each hour of pay status and other compensation nine (9) calendar days after the end of the pay period. If a holiday falls on said day, payment will be made on the preceding regular County business day. Direct deposit will be available for all employees entitled to compensation under this Memorandum. All Advice of Deposit forms and payroll warrants will be available to the Department Head or designee, in the ~~Auditor-Controller~~ACTTC/Payroll's office no earlier than 10:00 a.m. on the designated pay date.

Pay Period: each pay period shall consist of fourteen (14) consecutive calendar days and shall start on a Tuesday and end with the second Monday thereafter.

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.

Personnel File: the official employee personnel record maintained by the County. Guidelines circulated by the Human Resources Department related to the personnel file are to foster good communications but shall not be considered a part of this MOU.

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.

Project or Limited Term Position: An allocated position which exists only for a limited period of time for purposes of accomplishing a specific project, grant, or functions. Such positions shall be designated as project or limited term by job class title, attached to a specific project and/or funding source, and limited in duration to sixty (60) consecutive months from the date the position(s) are allocated by the Board of Supervisors.

Promotion: the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary ~~range~~scale.

Regular Rate of Pay: is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. It is calculated by multiplying the employee's base hourly rate by the number of hours worked in a given work period, then adding all standby compensation and any special assignment premiums earned in the work period, then dividing the sum by the number of hours worked in the work period.

Regular Work Day: a 24-hour period beginning at 12:01 am, or as specified by the department and approved by ~~ACTTC/Payroll Auditor Payroll~~, containing a specified number of work hours (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Period: the fixed, regularly recurring period of either 168 or 336 consecutive hours as determined by the County.

Regular Work Schedule: an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis as determined by the County.

Reprimand: a written warning that failure to correct a specific deficiency or deficiencies may result in further disciplinary action(s) including but not limited to suspension without pay, demotion in classification, reduction in base salary or termination from County employment.

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

Salary ~~Range~~Scale: the salary level for any given classification. The salary ~~range~~ shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letters "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 ~~range-scale~~. Similarly, each step of the salary ~~rangescale~~ shall be expressed in cents per hour.

Split Work Day: a 24-hour period beginning at 12:01 a.m., or as specified by the department and approved by ~~ACTTC/Payroll Auditor Payroll~~, containing no more than 8 or 10 non-consecutive hours of work.

Statutory Overtime: all hours actually worked, not including non-working hours in paid status, by a non-exempt employee in excess of 40 hours in a regular 7 day work period. ~~For non-exempt employees in a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period.~~ Statutory overtime does not apply to exempt employees.

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

Work Week: an employee's work week is a fixed and regularly recurring period of 168 hours – seven (7) consecutive 24-hour periods. It need not coincide with the

calendar week but may begin on any day and at any hour of the day. The County shall designate the work week for every employee.

3.3 Fair Labor Standards Act – Not Incorporated

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 4: UNION RIGHTS

4.1 Union’s Recognized Right To Represent

The Union and its authorized representatives have the recognized right to represent all members of the bargaining units on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code 3500 et seq.

4.2 Union Employee Contact

Subject to approval of the designated management representative, union-paid staff and union stewards are permitted to contact a represented employee during the employee’s work hours on matters within the scope of representation.

With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee’s work time. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified shall be conducted on the employee’s own time (rest breaks, meal periods, before or after work).

The County agrees to provide the Union with a list of designated management representatives and keep such list updated.

4.3 Union Meeting Space

Upon Union’s request, the County may provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and County policies. Request for use of facilities shall be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed. Rest breaks and lunch periods are not to be considered within working hours for purpose of this Section (4.3).

4.4 Union Communications

The County’s interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union and between the paid staff of Union and such employees provided that paid staff of Union shall pick up and deliver all written communications outside the County’s normal distribution route. Union understands that the continuance or

discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County.

4.5 Union Bulletin Boards

County will furnish adequate bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards in areas where the Union and the County agree that they are required, with the Union having the option to supply the bulletin boards or to reimburse the County for the cost of the board(s). All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.

4.6 Union Employee Lists

The County will provide the Union with a bi-weekly data run of all represented employees showing each employee's name, department and Section code, job classification, employee status, and the employee's home address and social security number. The Human Resources Director and the Union's ~~General~~ Designated Manager may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Union. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this Memorandum.

4.7 New Employee Information And Orientation

The County shall notify new employees that the Union is the recognized employee organization for the employee's classification. The Union shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by the County Human Resources Department. The content of the presentation shall be worked out by mutual consent of the Director of Human Resources and the General Manager of the Union. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.

A Union Steward or Field Representative shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Union. These activities shall be conducted on the Union Steward's and the newly-hired employee's own time.

4.8 Union Stewards

The Union may designate Union Stewards among employees in all bargaining units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Employee Relations Manager with a current and updated list of Union Stewards.

Duties required by the Union of its Stewards - excepting attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Union Stewards' or other employees' regular work assignments. No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The SEIU County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.

4.9 Dues' Check Off And Agency Shop Service Fee Deductions

The County agrees to deduct all union dues, agency shop service fees as provided for in Section 26.2, insurance premiums, and assessments from the pay of those employees who have authorized such deductions. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.

4.10 Union Related Payroll Deductions

The Union and County agree that all payroll deductions for employees represented by the Union shall utilize no more than ten (10) data processing codes. The Union agrees to work with the ACTTC/Payroll Auditor Controller to establish protocols for use of these codes.

4.11 Classification Study Requests

In response to a written request from a Department Head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request and, if possible, indicate the general priority, if known, within 30 calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of the Union upon request.

Before the Board of Supervisors establishes the salary range for any new class represented by the Union, the County shall meet and confer in good faith with the Union for up to thirty (30) days on the salary range for the new classification. However, there will be no mediation obligation.

4.12 Union Business

Upon request from the Union manager or designee, the County agrees to authorize member(s) of the Union release time to attend to Union business related to County of Sonoma. The Union shall normally request release time four (4) days in advance of the release date. The Union and the County agree that issues will come up where four (4) days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees for release time in these situations. The Union shall specify in the request whether the time to be used will be paid time or unpaid time.

The Union is authorized a total of 600 hours of paid release time each Fiscal Year except that the Union may roll over up to 100 hours of unused time each fiscal year. Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

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

4.13 Release Time

Union Business Time for employees shall be provided as specified in this Memorandum of Understanding and as required by law. The table below is provided as a guide only.

<u>Union Business Time</u>	<u>County Release Time</u>
Four (4) days advance notice Completion of release time form. Approval of Employee Relations and Operational Department designee. Union time bank hours charged. (see Article 4.12)	Pre-approval from Employee Relations and Operational Department designee. Union time bank hours not charged (see Article 4.12)
Union Sponsored Classes Steward Training	Joint Labor Management Committees i.e., Joint Labor Management Benefits Committee meeting (JLMBC) Housing Assistance Committee (HAC), etc.
Internal Union Matters	County Initiated Informational Meetings/Surveys
Union Safety Meetings	Meet and Confer
Civil Service Commission Meetings – general attendance	Civil Service Commission Meetings (Appellants and Appellant’s Representative)
Meetings with business agents or union officials.	Grievances (Grievant and Representative) -Investigations -Grievance meetings - Arbitration
Union Organizing Campaigns	Notice of Intended Disciplinary action. (Skelly) Meeting
BOS Meetings	Interest Based Bargaining Training
Special Elections and Ratifications	

The Union’s request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

All other release time requests not contemplated on the list above will be considered Union Business and charged to the Union time bank hours as specified in Article 4.12.

4.14 SEIU Local 1021 Elected Officer Paid Leave

The County shall grant a represented employee a leave without loss of compensation for the purpose of enabling the employee to serve as an elected officer of SEIU Local 1021. The parties acknowledge that the titles of the SEIU Local 1021 elected officer positions may change in the future, but at this time, the elected officer positions of SEIU Local 1021 are the following: President, Vice President of Politics, Vice President of Organizing, Vice President of Representation, Regional Vice President, Secretary, and Treasurer.

The leave shall include, but is not limited to, absence for purposes of attendance by the employee at periodic, stated, special, or regular meetings of the SEIU Local 1021 Executive Board on which the employee serves as an officer.

4.14.1 SEIU Local 1021 Notice To County

SEIU 1021 shall provide reasonable notification to the County requesting an Elected Officer leave without loss of compensation for a represented employee. If the requested leave will be for a period of one year or more, SEIU 1021 shall notify the County as soon as the represented employee is elected. If the requested leave will be for a period of at least two weeks but less than one year, SEIU 1021 shall notify the County at least one month prior to the first date for the leave. No requested Elected Officer leave shall be granted for a period less than two weeks.

4.14.2 Compensation During Leave

During the leave, the County shall compensate the represented employee for the employee's full salary and benefits, including mandated County retirement fund contributions. The employee shall pay member contributions as prescribed by the Sonoma County Employee Retirement Association ("SCERA"). The maximum amount of the retirement service credit earned shall not exceed twelve (12) years or the maximum period of time permitted by the County Employee Retirement Law ("CERL").

4.14.3 SEIU Local 1021's Reimbursement Payment To County

Quarterly, the County shall submit to SEIU Local 1021 a statement certifying the amount paid in compensation to the represented employee. Within thirty (30) calendar ~~says~~ days after receiving the County's statement certifying the amount paid in compensation ~~to the represented employee~~, SEIU 1021 shall reimburse the County for the amount certified. ~~all compensation paid the employee on account of the leave.~~

4.14.4 Elected Officer Leave Relationship To Union Business And County Release Time Leave

The elected officer leave of absence without loss of compensation provided for by this Section is in addition to the Union Business Time provided in Section 4.12 and the County Release Time provided in Section 4.13.

4.14.5 Return To Position

A represented employee returning to a full-time assignment from Elected Officer Leave of one year or more shall be returned to an assignment in the same classification as the assignment held prior to taking the Elected Officer Leave. A represented employee returning to a full-time assignment from Elected Officer Leave of less than one year shall be returned to the same position in the same classification.

ARTICLE 5: MANAGEMENT RIGHTS

5.1 Management Rights – Recognition Of

Except as limited in this Memorandum, the exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether County goods or services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the County's services are to be provided, purchased, or contracted; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public. The County retains its rights to assign and place volunteers in accordance with County policy.

5.2 Contracting Out Bargaining Unit Work – Union Notice

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union.

The Auditor Controller-Treasurer-Tax Collector's Office (ACTTC) will develop a report that will list Contract Services Claims paid by the County of Sonoma. The Contract Services report will be produced monthly and sent to SEIU 1021. The ACTTC's Office will provide the Contract Services Paid report to the best of their

ability; however, the report may not contain all services paid for that SEIU would consider Contracted Out Bargaining Unit Work.

If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to lay off or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

ARTICLE 6: EMPLOYEE RIGHTS

6.0 Right To SEIU Representation In Investigative Or Disciplinary Interviews (Weingarten)

Upon the request of the effected employee, the County shall permit an SEIU representative to attend an investigative interview or disciplinary interview. The employee's right to representation includes situations where the employee reasonably believes that the meeting may result in discipline to the employee. ~~The employee's right to representation shall not include meetings or interviews at which the County provides regular work guidance, routine exchanges, instructions, training or correcting of work techniques.~~ The employee's right to representation shall not include a meeting at which the County hands the employee a letter or merely informs the employee about previously determined discipline. The employee's right to representation does not apply to non-disciplinary matters. The employee shall not be entitled to reschedule the County meeting because a specific SEIU representative is unavailable. The County may proceed with the meeting as long as another SEIU representative is available at the time scheduled for the investigatory or disciplinary meeting.

6.1 Personnel File – Employee Rights

6.1.1 Personnel File – Inspection Of

- (a) County and Union agree that the official personnel records are not subject to public inspection except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel record (relating to their performance as an employee which is kept or maintained by the County). Information, records, and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review. Supervisory notes and informal correspondence that are not placed into the employee's official personnel file shall be destroyed upon completion of the regularly scheduled evaluation or three (3) years from the date the supervisory notes and informal correspondence were prepared, whichever date comes first.~~The Supervisory notes and informal correspondence shall be destroyed no later than three (3) years from the date created, two (2) years from the date the notes and informal correspondence were prepared, or the completion date of the regularly scheduled evaluation three (3) years covering the period of time in which the supervisory notes and informal correspondence were prepared, whichever date occurs later, they were created.~~
- (b) The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered) to submit their response. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issue(s) with which the employee disagrees and it shall include a statement of facts, supportive documentation, and/or witnesses. The employee shall be responsible for providing the written response to be included as part of the employee's permanent personnel record.
- (c) The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

6.1.2 Personnel Records That Cannot Be Reviewed

Notwithstanding any other provisions of this Section (6.1), County and Union agree that an employee is not entitled to inspect, review, or copy

such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

6.1.3 Personnel File – Consent For Union Representative To Review

Should an employee wish to have a Union representative review the employee's own personnel records, the employee will provide the Union representative with a signed letter indicating the employee's consent to have the employee's records reviewed. The Union representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. The appointing authority shall keep the official personnel records of all employees within the department.

6.2 Personnel File – Review Of Adverse Comments Before Entry In

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. (The employee shall have 30 calendar days from receipt to file a response.) Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than 30 days, to read and sign or initial the document, a copy of the document with a notation stating "c: Personnel file" will be mailed to the employee's last known address. For purposes of this Section, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

6.3 Personnel File – Copy Of

All personnel records are and remain the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file. An employee must specify the documents that are requested for copying and shall pay the standard County copying fee.

6.4 Performance Evaluation – County Rights

The County reserves the right to determine the method, the means, and the timing or necessity for employee performance evaluations, subject only to the following provisions. An employee shall be formally evaluated at least annually by the employee's immediate supervisor. However, an employee who is at Step I of the salary range may, at the discretion of the supervisor, be formally evaluated at least bi-annually. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments.

6.5 Performance Evaluations – Review Of

6.5.1 Performance Evaluation – Request For Department Head Review

Performance evaluations of only full-time and part-time regular employees which do not recommend a merit increase for which they would otherwise be eligible or which have an overall rating of unsatisfactory shall be reviewed by the Department Head at the employee's request.

After review, if the merit increase is not approved or the overall rating remains unsatisfactory, the employee may request mediation.

6.5.2 Performance Evaluation – Request For Mediation

The employee's request for mediation must be presented to the Human Resources Department within 10 calendar days of the receipt by the employee of the decision of the employee's department head. The State Mediation Conciliation Service shall provide the first mediator available. During the review or mediation process, the employee may be assisted by a representative of the employee's choice.

6.5.3 Performance Evaluation – Mediation

The mediator must mediate the dispute within 45 calendar days of the Human Resources Department's receipt of the employee's request providing a mediator is available. Any extension of time must be in writing by mutual agreement.

This Section (6.5) is not grievable nor arbitrable under any existing County procedures or this memorandum.

6.6 Conflict Of Interest/Incompatible Activities

6.6.1 Conflict Of Interest – Political Reform Act

Each bargaining unit employee who is affected shall be furnished with a copy of the Conflict of Interest Code adopted for the department in which the employee serves. The County Clerk or designee shall maintain forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974, and Conflict Interest Codes adopted thereunder. Executed forms shall be filed with the employee's department.

6.6.2 Incompatible Activities/Outside Employment

The County requires all departments to adopt incompatible activities policies in compliance with State law. (Refer to Section 4.7, commencing with Section 1125 of Chapter 1 of Division 4 of Title I of the California Government Code.) Department Heads shall determine which specific activities are incompatible subject to approval by the Board of

Supervisors. Any changes to an existing incompatible activities policy are subject to meet and confer. Employees who violate the department policy are subject to disciplinary action, up to and including termination.

All department incompatible activities policies shall include notice and appeal procedures, as well as the following prohibitions: employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

An employee who is unclear or needs more information regarding proposed or current outside employment shall immediately contact his/her supervisor or department head for review and further direction.

6.6.3 Incompatible Activities/Outside Employment

The parties agree that conflicts of interest may arise in the following situations:

- a) Employees who have influence over the conditions of employment of a relative.
- b) Employees who have a romantic, sexual, or financial relationship with a subordinate or others over whom they have influence over conditions of employment.
- c) Employees who have a romantic, sexual, or financial relationship with a co-worker over whom they have influence over conditions of employment.

6.7 Discrimination Prohibited – EEO

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination as to age, sex, race, color, creed, national origin, physical or mental disability, medical condition, or political affiliation. The parties agree that the prohibition against sexual discrimination includes sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure, but may not use the Grievance Procedure of this Memorandum.

6.8 Discrimination Prohibited – Union Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without discrimination based on Union activity. Except as

otherwise provided in this Memorandum, disputes under this Section (6.8) shall be subject to Article 21 (Grievance Procedure).

6.9 Discipline (SCF&E, Inc.) – Notice And Hearing

6.9.1 Discipline (SCF&E, Inc.) – Termination At Will

All employees who work at the Sonoma County Fair may be terminated at will. However, all employees who have worked at the Sonoma County Fair in an allocated position for at least 1040 hours shall be entitled to the notice and hearing provisions of this Article.

6.9.2 Discipline (SCF&E, Inc.) – Written Notice Of

If the Fair Manager of the Sonoma County Fair proposes to suspend, involuntarily demote, or dismiss an employee as defined in Subsection 6.9.1, he or she shall provide the employee with written notice of the reason or reasons and materials upon which the proposed action is based prior to taking any final action. The employee may waive the right to respond. Responses may be oral or written and shall be communicated to the Fair Manager within three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the Fair Manager within such three (3) working days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the three (3) working day response period. Upon receipt of employee's written request within such three (3) working days, showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period not to exceed ten (10) calendar days from the time of service of the notice on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. The Fair Manager shall consider the response, if any, in determining the propriety of the proposed discipline.

6.9.3 Discipline (SCF&E, Inc.) – Appeal Manager's Decision

If the Fair Manager determines to suspend, involuntarily demote, or dismiss the employee, the order of the Fair Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Fair Manager by filing a petition for hearing with the Personnel Committee of the Sonoma County Fair within ten working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.

6.9.4 Discipline (SCF&E, Inc.) – Appeal Hearing Dates

Within thirty (30) working days of receipt of a petition, the matter shall be placed on the agenda of the Personnel Committee for purposes of setting a hearing date.

6.9.5 Discipline (SCF&E, Inc.) – Personnel Committee – Order Of Hearing

At a hearing before the Personnel Committee, the Fair Manager or his or her representative, shall first explain the reasons for the decision to suspend, involuntarily demote, or dismiss the employee. Following the Fair Manager's presentation, the employee or his or her representative shall have the right to ask questions of the Fair Manager or any other persons who have presented information on behalf of the Fair Manager. The employee, or his or her representative, shall then be allowed to state his or her reasons why he or she should not be subject to such action by the Fair Manager. The Fair Manager, or his or her representative, may ask questions of the employee or any other persons who present information on behalf of the employee. Thereafter, both the Fair Manager and the employee may present such additional information to the Personnel Committee that is intended to rebut the statements presented earlier by the opposing side. The hearing need not be conducted according to technical rules of evidence. The decision of the Personnel Committee shall be final.

6.9.6 Discipline (SCF&E, Inc.) – Right To Closed Session

Any decision made by the Personnel Committee pursuant to this Article is a personnel matter, and the committee may hear and consider the matter in closed session.

6.9.7 Discipline (SCF&E, Inc.) – Continued Employment

For an employee who works at the Sonoma County Fair, this Article shall not be construed to create any right to continued employment that would give rise to procedural requirements beyond those specifically described herein.

6.9.8 Discipline (SCF&E, Inc.) – Continued Employment

This Section (6.9) is not subject to grievance or arbitration under the procedures in this Memorandum or any other procedure or policy of the County.

6.10 Discipline (Water Agency) – Notice And Hearing

6.10.1 Discipline (Water Agency) – Disciplinary Action

The General Manager/~~Chief Engineer~~ may take disciplinary action against any employee.

6.10.2 Discipline (Water Agency) – Definitions Full-Time/Part-Time Employee

For purposes of this Section (6.10), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.10), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.10.3 Discipline (Water Agency) – Other Than Full/Part-Time Employee

All employees of the Water Agency, other than full-time or part-time employees as defined in Subsection 6.10.2, serve at the pleasure of the General Manager ~~/Chief Engineer~~.

6.10.4 Discipline (Water Agency) – Discipline Process

The General Manager ~~/Chief Engineer~~ may dismiss, suspend, or involuntarily demote a full-time or part-time employee only for cause:

- a) If the General Manager ~~/Chief Engineer~~ proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the General Manager ~~/Chief Engineer~~ within three (3) working days following the date notice is served. If no response, or request for extension of time to respond, is received by the General Manager ~~/Chief Engineer~~ within such three (3) days, the right to respond will be deemed waived. The General Manager ~~/Chief Engineer~~ may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the General Manager ~~/Chief Engineer~~ may extend the time for response for a reasonable period which shall not exceed ten (10) days from the time of service of the notice. The General Manager ~~/Chief Engineer~~ shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- b) If the General Manager ~~/Chief Engineer~~ determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager ~~/Chief Engineer~~ shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager ~~/Chief Engineer~~ to dismiss, suspend, or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10)

working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.

- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify, or revoke a decision of the General Manager/~~Chief Engineer~~. The decision of the hearing officer shall be final.
- e) At a hearing before the Board of Directors, witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decision of the Board shall be final.
- f) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Directors pursuant to this Section (6.10) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.10) shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- j) This Section (6.10) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

6.11 Reassignment – Employee Rights Upon

Whenever an employee is reassigned from one County agency to another without a break in pay status of greater than two working days, service with one agency shall be counted as service with the other entity for purposes of accrual, accumulation, and use of paid vacation, sick leave, and entitlement to salary step placement. Each such employee shall also retain the same benefits to which he/she was entitled immediately prior to the reassignment. Upon each reassignment, the employee shall be paid for unused overtime credits in the same manner as provided by this agreement upon separation, and such unused overtime credits shall not be transferred from one entity to another.

6.12 Discipline (Community Development Commission) – Notice And Hearing

6.12.1 Discipline (Community Development Commission) – Disciplinary Action

The Executive Director may take disciplinary action against any employee.

6.12.2 Discipline (Community Development Commission) – Definitions Full-Time/Part-Time Employee

For purposes of this Section (6.12), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.12), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.12.3 Discipline (Community Development Commission) – Other Than Full/Part-Time Employee

All employees of the Community Development Commission, other than full-time or part-time employees as defined in Subsection 6.12.2, serve at the pleasure of the Executive Director.

6.12.4 Discipline (Community Development Commission) – Discipline Process

The Executive Director may dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee only for cause. A reduction in pay shall apply to regular hours worked, including hours treated as hours worked such as administrative leave, jury duty, military leave and compassionate leave. A rate reduction excludes premiums, overtime, use of sick leave, vacation leave, and compensatory time accrued and buyback or payoff of sick, vacation and compensatory accrued leaves. Reduction in pay shall not exceed 5 percent of employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.

- a) If the Executive Director proposes to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the Executive Director within three (3) working days following the date notice is served. If no response, or request for extension of time to respond is received by the Executive Director within such three (3) days, the right to respond will be deemed waived. The Executive Director may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the Executive Director may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not exceed ten (10) days from the time of service of the notice. The Executive Director shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- b) If the Executive Director determines to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, the order of the Executive Director shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Executive Director to dismiss, suspend, reduce in compensation or involuntarily demote the employee by filing a petition for hearing with the Clerk of the Board of Commissioners with a copy to the Director of Human Resources within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Commissioners for purposes of setting a hearing date.
- d) The Board of Commissioners may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The decision of the hearing officer shall be final.
- e) The Director of Human Resources shall schedule a prehearing conference, to be held at least thirty (30) days before the scheduled date of the hearing. Each party shall attend the prehearing conference with their respective representatives, if any, and shall have

a thorough knowledge of the case and be prepared to attempt to resolve the appeal if possible. The prehearing conference shall be confidential and offers of compromise shall not be admissible as evidence. If the parties reach a settlement at the prehearing conference, it shall be reduced to writing and when signed be binding on the parties.

- f) If no settlement is reached, at either a hearing before a hearing officer or before the Board of Commissioners, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Commissioners pursuant to this Section (6.12) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.12) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

6.13 Discipline (SCAPOSD) – Notice And Hearing

6.13.1 Discipline (SCAPOSD) – Disciplinary Action

The General Manager may take disciplinary action against any employee.

6.13.2 Discipline (SCAPOSD) – Definitions Full-Time/Part-Time Employee

For purposes of this Section (6.13), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.13), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.13.3 Discipline (SCAPOSD) – Other Than Full/Part-Time Employee

All employees of the Sonoma County Agricultural Preservation and Open Space District (District), other than full-time or part-time employees as defined in Subsection 6.13.2, serve at the pleasure of the General Manager.

6.13.4 Discipline (SCAPOSD) – Discipline Process

The General Manager may dismiss, suspend, or involuntarily demote a full-time or part-time employee only for cause:

- a) If the General Manager proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the General Manager within three (3) working days following the date notice is served. If no response, or request for extension of time to respond, is received by the General Manager within such three (3) days, the right to respond will be deemed waived. The General Manager may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the General Manager may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not exceed ten (10) days from the time of service of the notice. The General Manager shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
- b) If the General Manager determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager shall be in writing, and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager to dismiss, suspend, or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify, or revoke a decision of the General Manager. The decision of the hearing officer shall be final.

- e) At a hearing before the Board of Directors, witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decision of the Board shall be final.
- f) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Directors pursuant to this Section (6.13) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.13) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

ARTICLE 7: SCHEDULES, HOURS, AND OVERTIME

7.1 ~~Hours And Overtime Application~~ Purpose Of This Article

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

Article 7 applies to the following types of employment:

7.2 ~~Employment Types of~~

Full-Time: An allocated position that is regularly scheduled for 80 hours of work in a pay period.

3/4 Part-Time: An allocated position which is regularly scheduled for at least 60 hours, but less than 80 hours of work in a pay period.

Part-Time: An allocated position which is regularly scheduled for at least 32 hours, but less than 60 hours of work in a pay period.

Extra-help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

7.2 Schedule – Modification Of Work

The County reserves the right to establish and modify work schedules. The County may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. As described in Section 7.11, no employee shall work overtime without the prior approval of the County.

7.3 County Work Schedules – Flex-Time And Alternative ~~Schedule Flex Time Work~~

The County Work Schedules include 5/8, 4/10, and 9/8/1 and flex-time.

7.3.1 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. As defined in Article 3: Definition, a Flex-Time Work Schedule is 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 a written agreement between the employee and the appointing authority.

Employees may request and department heads may utilize flex-time schedule 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. As defined in Article 3, Definitions, 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 flex-time assignment.

~~Employees may request and department heads may utilize flex time and alternative work schedules whenever such schedules will be beneficial to the County. As defined in Section 3.2, (definitions) an employee and the employee's appointing authority must agree to and complete a written agreement specifying the scheduled days of the week and hours to be regularly worked for the flex time assignment. Exempt employees assigned to a flex time schedule will be eligible for overtime compensation only when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 80 in a pay period. Non-exempt employees assigned to a flex time schedule will be eligible for~~

~~overtime compensation when required by law or when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 40 in the employee's regular 7 day work 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.

~~An employee who flexes his/her daily/weekly schedule for his or her own convenience shall not use paid leave time to create eligibility for overtime under the contract. An employee required by the department to work overtime shall be paid according to the overtime provisions of this MOU, or as required by law.~~

7.3.2 ~~9/8/1~~ Alternative Work Schedules

~~As defined in Article 3, 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). 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. As defined in Article 3, Definitions, an employee and the ~~County employee's appointing authority~~ 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.

~~The 9/8/1 Alternative Work Schedule, is intended to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. The policy, procedures, and criteria for the evaluation, authorization, and implementation of the 9/8/1 Alternative Work Schedule is outlined in Appendix C herein.~~

7.4 Schedule – Posting Of Work

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

7.5 Schedule – Notice Required For Change In Work

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.

If the County fails Failure to give the seven (7) day notice to a full-time employee, the County shall pay entitle the affected employee to compensation equaling one and one-half times the employee's base hourly rate for all hours actually worked on the new regular work schedule which-that are at variance from the employee's previous regular work schedule until the seven (7) calendar days notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Section 7.12, compensation shall be based on the FLSA defined regular rate of pay.

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 worksite, 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 hourly rate, not at overtime, except as otherwise required by law.

~~3.1~~ Part-time employees shall not be paid at time and one-half (11/2) for changes in schedule unless it results in overtime due and payable under Sections ~~7.11, 7.12, 7.13, or 7.14~~ of this MOU.

7.6 Schedule – Employee Request ~~Preference~~ For Change In Work

An employee may submit to the County a written request for a schedule change. The County shall not approve an employee's request for a schedule change if the schedule would result in overtime being built into the schedule.

~~Notwithstanding Sections 7.11, 7.12, or 7.13, if an employee requests in writing a change in schedule for the employees own convenience, and such request is approved, the employee shall waive compensation for time and a half compensation, as provided in Section 7.6, resulting from the schedule change as long as the total number of hours in pay status does not exceed 80 in any one pay period or unless compensation for overtime is required by law.~~

7.7 Schedule – Voluntary Exchanges Of Work (Sheriff And ~~In~~ Department Of Health Services) ~~24 Hour Service Units~~

Employees assigned to the Sheriff's Department or the Department of Health Services 24 Hour Service Units (such as Psychiatric Emergency Services) may

submit a written request to voluntarily exchange schedules. Voluntary schedule exchanges shall comply with departmental policy, shall be within the same or related work unit, and shall involve employees with comparable ability in a comparable classification. Each employee involved in an exchange shall notify the employee's supervisor. Employees who voluntarily exchange schedules shall not be paid for overtime resulting from this voluntary schedule change.

~~Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules.~~

~~Employees working in Department of Health Services 24-Hour Service Units (such as: Psychiatric Emergency Services and AODS Orenda Center) shall waive overtime resulting from this schedule change unless the hours in pay status exceed 80 hours in any one pay period or unless otherwise required by law.~~

~~7.9~~ Schedule - Voluntary Exchanges of Work (Sheriff)

~~Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules. Employees of the Sheriff Department shall waive overtime resulting from this schedule change unless required by law.~~

7.8 Schedule - Weekend (Mental Behavioral Health & Public Health Divisions)

~~A weekend shall be defined by the appointing authority. For each employee, the County shall designate as Friday/Saturday, Saturday/Sunday, or Sunday/Monday as that employee's weekend. The County reserves the right to redesignate the respective weekend for each employee.~~

Except in an emergency, the County shall ~~intends to~~ make every effort to grant every other weekend off to full-time and part-time employees in positions in the Mental Behavioral Health and Public Health Divisions of the Department of Health Services. This provision shall not prevent employees who choose to work every weekend from doing so. ~~The appointing authority reserves the right to redesignate the respective weekend for each employee.~~

7.9 Work Week

The County shall designate a work week for each employee. An employee's work week shall be a fixed and regularly recurring period of 168 hours within seven (7) consecutive 24-hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day.

7.10 FLSA Overtime ~~Statutory – Non-Exempt Employee~~

Fair Labor Standards Act (FLSA) Overtime shall be defined as hours actually worked in excess of forty (40) hours in a work week. For the purpose of calculating overtime hours under this section, the County shall not include any paid time off (for example, sick leave, vacation, and holidays.) 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.

If an employee's regular workday extends beyond 12 hours, the County shall pay the employee double time for the hours work beyond 12 hours.

Except for the Elections Department, and the Fair & Exposition, Inc. during the term of the annual Sonoma County Fair, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hours per day) day and any consecutive full (8, 9, or 10 hour days) days worked.

Except in emergency operations, or in the Election's Division of the County Clerk/Recorder/Assessor Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.

~~Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime for the non-exempt employee is defined as all hours worked in excess of 40 hours in a regular 7 day work period; or, for employees on a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime may not be waived, as it is required by law.~~

7.11 FLSA Overtime – Not Cumulative

FLSA Overtime shall not be compounded, pyramided or cumulative. The County shall not pay an employee for compounded, pyramided, or cumulative overtime compensation even though more than one of the conditions or eligibility standards described in this Article may apply to a particular unit of time.

7.12 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 pay status in a 7 day work period or in excess of 80 pay 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 appointing authority (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); or any other circumstance except Section ~~7.11~~7.12 where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Except for the Elections Department and the Fair & Exposition, Inc. during the term of the annual Sonoma County Fair, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9, or 10 hour) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

7.13 Overtime – Non-Statutory – Exempt Employees

Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 pay status hours in a pay period; or hours worked in excess of the normal full-time daily work schedule established by the County appointing authority 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); or any other circumstance where overtime pay is provided for exempt employees elsewhere in this Memorandum. Except for the Elections Department, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) day and any consecutive full (8, 9, or 10) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

7.14 Authorization Of Overtime

No employee shall work “FLSA overtime” or “Non-statutory overtime” without prior approval of the County. The County may require and authorize an employee to work FLSA overtime or non-statutory overtime if such FLSA overtime or non-statutory overtime is essential to the continuing efficient operation of the department in which the employee works.

7.147.15 Maximum Work Hours Within 24-Hour Period

Except in emergency operations, or in the Election Division of the County Clerk/Recorder/Assessor Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.

~~7.14 Overtime – Daily Shift for Part time & Extra Help Employees~~

~~In addition to Sections 7.11, 7.12, or 7.13, a part time or extra-help employee whose hours worked are in excess of a normal full-time daily work shift (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) established by the appointing authority with a portion of the time worked extending past the end of the employee’s regular work day shall be entitled to overtime for all hours worked over the normal full time work shift. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in same regular workday except as required by law.~~

~~7.15 Overtime – Not Cumulative (Moved to 7.11)~~

~~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 above may apply with respect to a particular unit of time.~~

~~7.16 Overtime – Assignment of~~

~~An appointing authority may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee’s designated supervisor. Except in emergency operations or in the~~

~~Election's Division of the County Clerk's Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24 hour period.~~

~~7.17 Overtime Compensation Rate~~

~~All overtime, except as provided below, shall be earned at the rate of one and one half (1 1/2) hours for each one (1) overtime hour worked. Overtime compensation for non exempt employees will be payable with compensation for the pay period in which the regular work week ends or later as permissible by law.~~

~~Overtime shall be earned at the rate of 1 1/2 hours for each one (1) 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.~~

~~7.18 Overtime Compensation for Exempt Employees~~

~~An exempt employee shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.~~

~~7.19 Overtime Compensation for Non Exempt Employees~~

~~A non-exempt employee shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.~~

~~7.15~~ 7.16 Compensatory Time Off (CTO) – Employee Choice

The employee assigned to overtime and eligible for compensatory time off (CTO) ~~as specified in Sections 7.17, 7.18, and 7.19~~ shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at the base hourly rate or in CTO ~~compensatory time off~~ until a maximum of forty (40) hours of CTO compensatory time have been accrued.

7.16.1 Sonoma County Fair And Exposition Employees (Fairgrounds)

Effective July 1, 2012, employees assigned to the fairgrounds between June 1 and August 30 of each fiscal year during the Sonoma County fair season shall be eligible for overtime and CTO as specified in Sections 7.14 and 7.16 and shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at the employee's base hourly rate or in CTO until a maximum of two hundred and forty (240) hours of CTO have been accrued.

An employee assigned to the fairground must use the CTO earned in excess of the normal eighty (80) hour maximum CTO accrual before the end of the last full pay period in the fiscal year the CTO was earned and accrued. Effective July 1 of the next fiscal year, the County shall pay the fairground employee for any accrued CTO hours in excess of eighty (80) hours of CTO not used by June 30 of the fiscal year in which the CTO was accrued. The County will pay fairground employees who transfer to any other County department or agency for the accrued CTO hours in excess of eighty (80) hours prior to the date of the transfer.

7.167.17 Compensatory Time Off – County Choice

The County has the right to specify how an employee will be compensated for eligible overtime after forty (40) hours of CTO have been accumulated and until a maximum of eighty (80) hours of CTO have been accumulated. Once CTO hours in excess of forty (40) are accrued, the County will not require the employee to cash them out. At no time, other than separation, shall an employee voluntarily or involuntarily “cash out” compensatory time that has been accrued.

~~The appointing authority in each County department has the right to specify how an employee will be compensated for eligible overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. Once compensatory time hours in excess of 40 are accrued the appointing authority will not require the employee to cash them out. At no time, other than separation, shall an employee voluntarily or involuntarily “cash out” compensatory time that has been accrued.~~

7.177.18 Compensatory Time Off Overtime – Cash Pay Only

When eighty (80) hours of CTO compensatory time are accumulated, the County department will compensate the employee in cash at the base hourly rate for any additional overtime worked.

7.187.19 Compensatory Time Off – Approval For

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

7.197.20 Compensatory Time Off – 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.

~~7.21 Overtime Half Time Pay Provision~~

~~If overtime hours are earned during a pay period and total pay status hours fall below employee’s allocated FTE, overtime shall be compensated by separating hours worked into regular time and half time pay at the base hourly rate for such overtime~~

~~hours up to a minimum of the employee's allocated biweekly schedule and a maximum total of 80 biweekly hours. All overtime hours in excess of 80 will be compensated as specified in Sections 7.17, 7.18, 7.19, and 7.20.~~

~~7.20~~7.21 Rest Periods

~~Each Department Head~~The County shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest period shall not exceed 15 minutes in any four (4) consecutive hours of work and shall be considered as time worked.

~~7.21~~7.22 Meal Period – Duty Free

Employees shall be granted a duty-free meal period during each work shift which exceeds six (6) consecutive hours. The duration of the meal period may be not less than thirty (30) minutes nor greater than sixty (60) minutes and will be scheduled as near to the middle of the work shift as reasonably possible.

Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

~~7.22~~7.23 Meal Period – Non-Duty Free

~~Notwithstanding Section 7.27 above,~~In those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the ~~County appointing authority~~ before final action is taken.

~~7.23~~7.24 Callback

When the County requires an employee to report to work on the employee's scheduled day off or after the employee has completed the employee's regular shift and has left the County work site, the County shall compensate the employee for a minimum of two (2) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

When the County calls back an employees in the Maintenance Bargaining Unit to begin work after midnight but before 6:00 a.m. of the same day or two (2) hours before the start of the employee's normal work shift, whichever occurs first, the County shall compensate the employee for a minimum of three (3) hours or for each hour actually worked, whichever is greater, at the rate of one and one-half (1½) times the employee's base hourly rate of pay.

Employees who are called back to work while on a duty free meal period will be paid according to Section 7.23.

Time worked, for which the employee is entitled to call-back compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing overtime, only time actually worked and travel time shall be considered.

The County shall not pay an employee for callback pay, standby pay, and phone work pay during the same period of time.

~~Employees who are called back to work when off duty and after having left the worksite shall be entitled to receive a minimum of two (2) hours at time and one half or overtime accrual for the actual time worked, whichever is greater. Employees in the Maintenance Bargaining Unit who are called back to begin work after midnight but before 6 a.m. of the same day or two hours before the start of the employee's normal work shift, whichever occurs first, shall be entitled to receive a minimum of three (3) hours at time and one half or time and one half for the actual time worked, whichever is greater. Employees who are called back to work while on a duty free meal period will be paid according to Article 7.28. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.~~

7.247.25 Callback – Emergency Response Program

A Social Service Worker IV, a Social Service Supervisor II or a Social Service Supervisor I who is required to go out into the field to respond to an emergency response call shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime for the actual time worked, whichever is greater. Employees who must go out into the field in response to a call between midnight and one hour before the beginning of the employee's normal work shift shall be entitled to receive a minimum of three (3) hours at time and one-half, 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 via the shortest commonly traveled route. In no case shall the employee continue to receive standby pay once called back to work.

~~7.31 Callback – Animal Control Officer~~

~~Notwithstanding Section 7.29 above, an Animal Control Officer on standby who is called back to work shall receive compensation for actual hours worked plus travel time at the applicable overtime rate. While an employee is on callback, the employee shall not receive standby pay.~~

~~7.257.26~~ Phone Work – Compensation

With the department head's approval, an employee may be called upon to resolve work-related problems by telephone without having to return to the worksite. Compensation for such work shall be a minimum of one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for any hour in which a telephone call is made or received. ~~of overtime compensation for any and all telephone calls received or made within that one hour period.~~ In the event a later telephone call is received after the prior one (1) hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one (1) hour at the rate of one and one-half (1½) times the employees base hourly rate of pay for all telephone calls made or received within that next hour. ~~of overtime compensation for all telephone calls received within that next hour.~~ Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section. The County shall not pay an employee for callback pay, standby pay, and phone work pay during the same period of time.

~~7.267.27~~ Employment In More Than One Position

As defined in Article 3: Definitions, "FTE" (Full-Time Equivalent Position) is the relationship that the position has to a full-time position as allocated in the budget (e.g., .75, .5, .4). A full-time position is defined as a position that is regularly scheduled to work 80 hours in a pay period.

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position may be employed by the County of Sonoma in any other full-time, part-time or extra-help position. ~~nor shall any~~ No person shall be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any pay period.

~~7.34~~ FLSA – Non Applicability of

~~In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, treat all employees as if they were exempt. (Note: Remove from Article 3: Definitions)~~

~~7.35~~ FLSA – 14 Day Work Period Option

~~The Union agrees that the County may apply the regular 14 day work period, allowable under provision 7(J) of the Fair Labor Standards Act, to any non-exempt employee. Consent for all individual employees represented by the Union is granted.~~

~~7.277.28~~ Minimum Work Time

Any ~~regular~~ employee required to work on any day that is not their ~~normal-regular~~ work day shall be offered a minimum of two consecutive hours of work time. This

Section ~~Article~~ does not apply to employees subject to provisions where other minimum work time applies ~~of Sections 7.29 through 7.32.~~

COUNTY OF SONOMA
SERVICE EMPLOYEES' INTERNATIONAL UNION 1021
Bargaining Units: 0001, 0005, 0010, 0025, 0080, and 0095

TENTATIVE AGREEMENT

The County Of Sonoma ("County") and SEIU Local 1021 ("SEIU") 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 SEIU bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents. The parties agree that the changes to section 8.1.1 and 8.20.2 will be implemented effective March 19, 2013 or concurrently with implementation of the provisions included in Salary Resolution of Intent; Resolution Number 12-0398, whichever date comes later.

ARTICLE 8 - SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

Effective with the pay period that begins on March 19, 2013, the County shall compensate bargaining unit members on the Salary Table Scales shall be as specified in Appendix A-1 for each classification contained within each of the units represented by the Union.

~~For the immediate subsequent successor Memorandum of Understanding, the compensation policy will be to consider equity adjustments at 100% of the average maximum monthly salary for each related classification if equity adjustments are negotiated.~~

Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.

Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2.0%) the A Step of each scale in the Salary Table specified in Appendix A-2, and attached to this Agreement as Appendix A-3.

~~8.1.1 Pension Pick Up~~

Effective with the pay period beginning March 19, 2013, this provision shall be eliminated from the MOU. the County shall stop picking up the 2.25% Employer Paid Member Contribution ("EPMC"), and each represented employees shall pay the 2.25% of the employee's share.

~~The County will pick up 2.25% of the Employee's Share towards Retirement effective the pay period beginning at 12:01 a.m. on November 4, 2008.~~

8.2 Salary - Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary step for the class.

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.

8.3 Salary - Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary scale within two years of resignation shall not be paid less than two steps below the salary step paid at the time of resignation. Approval of the County is only required if the person is rehired at a salary step which exceeds the salary step paid at the time of resignation.

A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the appointing authority, receive the salary step which is closest to but does not exceed the step rate received upon resignation.

8.4 Salary - Extra-Help to Extra-Help or Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a salary step in the appropriate salary scale which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.

8.5 Salary - Upon Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification that which the employee previously occupied,

the employee shall receive the same salary step of the scale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.6 Salary - Upon Reappointment Following Layoff

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary scale or in a lower salary scale than the class from which separated, shall be paid at the same salary step in the salary scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the scale which is closest to but not exceeding the salary step at which the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.7 Salary - Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step of the appropriate scale which that would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step before promotion, but not less than the minimum salary step of the new class nor greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Section 8.17.

8.8 Salary - Upon Promotion - Advanced Salary Step

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 base hourly rate of pay which is higher than that to which the employee is entitled, but which does not exceed the top salary step of the scale.

8.9 Salary - Upon Demotion During Probation (Failed Probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary step rate 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.

8.10 Salary - Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the scale for the new class which is the next lower than, or not more than five (5) percent less than the salary step received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

8.11 Salary - Upon Voluntary Demotion

A full or part-time employee to whom the circumstances described in Section 8.9 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

8.12 Salary - Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same salary 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.

8.13 Salary - Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step that the employee was receiving prior to the transfer, or in another similar class for which s/he possesses the minimum qualifications

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

The job class has a salary range within a maximum of plus or minus two and a half percent (+ or - 2.5%) of the employee's current salary.

8.14 Salary - Upon Reallocation of Class

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

8.15 Salary - Upon Reclassification of Position

8.15.1 Salary - Upon Reclassification - Same Salary Scale

Whenever a position is reclassified to a class that is allocated to the same salary scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.2 Salary - Upon Reclassification - Higher Salary Step

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary step of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.3 Salary - Upon Reclassification - Lower Salary Step

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by this Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may,

upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary scale for the employee's class.

8.16 Merit Advancement Within Salary Step

8.16.1 Merit Increase - Not Automatic

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or appointing authority as expressed in a completed performance evaluation with an overall rating of satisfactory or better. Failure to complete a performance evaluation in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the evaluation process. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate that which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

8.16.2 Merit Increase - Total Hours Required

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

8.17 Merit Increase - Effective Date

All merit increases will be effective on the date that the employee is eligible in accordance with Section 8.16, approved by the County or appointing authority. If the employee's date of eligibility for a merit increase occurs during the first 7 (seven) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second 7 (seven) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.

~~8.18 Salary Survey Data Successor MOU Negotiations~~

~~No later than March 1, 2012, the parties will convene a labor-management survey committee for the purpose of developing criteria to be used in the selection of appropriate survey agencies. The recommendation from the committee shall be presented to the Board for approval.~~

~~8.19 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 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 1040 hours in duration.~~

~~8.20 Deferred Compensation~~

~~8.20.1 Deferred Compensation - Voluntary Program~~

~~The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.~~

~~8.20.2 Deferred Compensation - County Paid Program~~

~~Effective with the pay period beginning March 19, 2013, this "Deferred Compensation - County Paid Program" provision shall be eliminated from the MOU.~~

~~The County will maintain the County paid deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan through FY 09/10.~~

~~a) Beginning FY 04-05 deferred compensation of 1% for all eligible employees was re-directed towards the County cost of implementing the 3% at 60 retirement enhancement, as agreed.~~

~~For each full time or part time Supervisory Unit (0095) employee covered by Social Security, the County shall deposit~~

~~.5% percent of an employee's biweekly base salary into the employee's deferred compensation account.~~

~~In order to receive such deferred compensation, such employees must be in pay status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County paid deferred compensation under this Subsection (8.20.2) shall be included in the calculations of retirement contributions.~~

~~This Section (8.20.2) shall apply to Water Agency employees.~~

8.20.3 Deferred Compensation - PST/457 Retirement Plan

Part-time (less than 20 hours per week) and extra-help employees represented by the Union who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by IRS Code 457 in lieu of Social Security.

For each extra-help employee or part-time employee not covered by Social Security, except retirees, the County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

<u>EMPLOYEE</u>	<u>EMPLOYER</u>
3.5% (3.50%)	4% (4.0%)

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Retirement Plan as they are presently covered by Social Security.

8.20.3.1 Deferred Compensation - Employee Appeal

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

8.20.3.2 Deferred Compensation - Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

8.20.3 Deferred Compensation - Program Modification

Nothing herein 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, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s). 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.

8.21 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 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.

8.22 One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payments

A. March 19, 2013 – June 30, 2013 Payment

On April 10, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$455.00). On April 10, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on April 10, 2013, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

B. July 1, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$735.00). On December 4, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

C. July 1, 2014: October 31, 2015 Payment

On December 3, 2014, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$525.00). On December 3, 2014, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

FOR THE COUNTY:

FOR SEIU:

Date: Feb. 13, 2013

Date: Feb 13, 2013

David Allen
M. Carol Stearns
George Nason
Irish Roberts
Colleen Johnson
Jim Murphy

J. Stephen Campbell
Chris Murney
Kerry Burdette
Anna Eaton
Jim [unclear]
John [unclear]

[Handwritten signature]
Tari + m

[Handwritten signature]
Coxie [unclear]

[Handwritten signature]
Peri A. Carroll
[Handwritten signature]
Tara Messer

ARTICLE 8: SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

~~Effective with the pay period that begins on March 19, 2013, the County shall compensate bargaining unit members on the Salary Table Scales shall be as specified in Appendix A-1 for each classification contained within each of the units represented by the Union.~~

~~For the immediate subsequent successor Memorandum of Understanding, the compensation policy will be to consider equity adjustments at 100% of the average maximum monthly salary for each related classification if equity adjustments are negotiated.~~

~~Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A-I Step of each scale in the Salary Table specified in Appendix A-1 and attached to this Agreement as Appendix A-2.~~

~~Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2.0%) the A-I Step of each scale in the Salary Table specified in Appendix A-2, and attached to this Agreement as Appendix A-3.~~

~~8.1.1 Pension Pick Up~~

~~Effective with the pay period beginning March 19, 2013, this provision shall be eliminated from the MOU, the County shall stop picking up the 2.25% Employer Paid Member Contribution ("EPMC"), and each represented employees shall pay the 2.25% of the employee's share.~~

~~The County will pick up 2.25% of the Employee's Share towards Retirement effective the pay period beginning at 12:01 a.m. on November 4, 2008.~~

8.2 Salary – Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary step for the class.

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.

8.3 Salary – Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary scale within two years of resignation shall not be paid less than two steps below the salary step paid at the time of resignation. Approval of the County is only required if the person is rehired at a salary step which exceeds the salary step paid at the time of resignation.

A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the appointing authority, receive the salary step which is closest to but does not exceed the step rate received upon resignation.

8.4 Salary – Extra-Help To Extra-Help Or Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a salary step in the appropriate salary scale which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the scale may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.

8.5 Salary – Upon Return Of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification that which the employee previously occupied, the employee shall receive the same salary step of the scale as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.6 Salary – Upon Reappointment Following Layoff

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary scale or in a lower salary scale than the class from which separated, shall be paid at the same salary step in the salary scale as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the scale which is closest to but not exceeding the salary step at which the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.7 Salary – Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step of the appropriate scale which-that would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step before promotion, but not less than the minimum salary step of the new class nor greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Section 8.17.

8.8 Salary – Upon Promotion – Advanced Salary Step

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 base hourly rate of pay which is higher than that to which the employee is entitled, but which does not exceed the top salary step of the scale.

8.9 Salary – Upon Demotion During Probation (Failed Probation)

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary step rate 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.

8.10 Salary – Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the scale for the new class which is the next lower than, or not more than five (5) percent less than the salary step received before demotion, except that such employee shall not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

8.11 Salary – Upon Voluntary Demotion

A full or part-time employee to whom the circumstances described in Section 8.9 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary scale for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

8.12 Salary – Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same salary 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.

8.13 Salary – Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step that the employee was receiving prior to the transfer.~~or in another similar class for which s/he possesses the minimum qualifications~~

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

~~The job class has a salary range within a maximum of plus or minus two and a half percent (+ or - 2.5%) of the employee's current salary.~~

8.14 Salary – Upon Reallocation Of Class

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

8.15 Salary - Upon Reclassification Of Position

8.15.1 Salary – Upon Reclassification – Same Salary Scale

Whenever a position is reclassified to a class that is allocated to the same salary scale, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.2 Salary – Upon Reclassification – Higher Salary Step

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary scale, the salary step of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.3 Salary – Upon Reclassification – Lower Salary Step

Whenever a position is reclassified to a class which is allocated to a lower salary scale, the salary of the incumbent shall be as provided by this

Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary scale for the employee's class.

8.16 Merit Advancement Within Salary Step

8.16.1 Merit Increase – Not Automatic

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or appointing authority as expressed in a completed performance evaluation with an overall rating of satisfactory or better. Failure to complete a performance evaluation in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the evaluation process. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate that which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

8.16.2 Merit Increase – Total Hours Required

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

8.17 Merit Increase – Effective Date

~~All merit increases will be effective on the date that the employee is eligible in accordance with Section 8.16. approved by the County or appointing authority. If the employee's date of eligibility for a merit increase occurs during the first 7 (seven) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second 7 (seven) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.~~

~~8.18 Salary – Survey Data – Successor MOU Negotiations~~

~~No later than March 1, 2012, the parties will convene a labor management survey committee for the purpose of developing criteria to be used in the~~

~~selection of appropriate survey agencies. The recommendation from the committee shall be presented to the Board for approval.~~

8.18 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 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 1040 hours in duration.

8.19 Deferred Compensation

8.19.1 Deferred Compensation – Voluntary Program

The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.

8.19.2 Deferred Compensation – County Paid Program

~~Effective with the pay period beginning March 19, 2013, this “Deferred Compensation – County Paid Program” provision shall be eliminated from the MOU.~~

~~The County will maintain the County paid deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan through FY 09/10.~~

~~a) Beginning FY 04-05 deferred compensation of 1% for all eligible employees was re-directed towards the County cost of implementing the 3% at 60 retirement enhancement, as agreed.~~

~~For each full-time or part-time Supervisory Unit (0095) employee covered by Social Security, the County shall deposit .5% percent of an employee's biweekly base salary into the employee's deferred compensation account.~~

~~In order to receive such deferred compensation, such employees must be in pay status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County paid deferred compensation under this Subsection (8.20.2) shall be included in the calculations of retirement contributions.~~

~~This Section (8.20.2) shall apply to Water Agency employees.~~

8.19.3 Deferred Compensation – PST/457 Retirement Plan

Part-time (less than 20 hours per week) and extra-help employees represented by the Union who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by IRS Code 457 in lieu of Social Security.

For each extra-help employee or part-time employee not covered by Social Security, except retirees, the County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

<u>EMPLOYEE</u>	<u>EMPLOYER</u>
3.5% (3.50%)	4% (4.0%)

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Retirement Plan as they are presently covered by Social Security.

8.19.3.1 Deferred Compensation – Employee Appeal

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

8.19.3.2 Deferred Compensation – Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

8.19.4 Deferred Compensation – Program Modification

Nothing herein 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, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s). 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.

8.20 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 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.

8.21 One-Time, Lump Sum, Non-Recurring And Non-Pensionable Payments

A. March 19, 2013 – June 30, 2013 Payment

On April 10, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of four hundred and fifty-five dollars (\$455.00). On April 10, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of six hundred and eighty-two dollars and fifty cents (\$682.50). In addition, on April 10, 2013, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

B. July 1, 2013 – June 30, 2014 Payment

On December 4, 2013, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and thirty-five dollars (\$735.00). On December 4, 2013, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of one thousand and one hundred and two dollars (\$1,102.00). For each part-time represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

C. July 1, 2014-October 31, 2015 Payment

On December 3, 2014, the County shall pay each full-time represented employee with a base pay of up to \$36.50 per hour a one-time, lump sum, non-recurring, and non-pensionable payment of five hundred and twenty-five dollars (\$525.00). On December 3, 2014, the County shall pay each full-time represented employee with a base pay of \$36.51 and higher per hour a one-time, lump sum, non-recurring, and non-pensionable payment of seven hundred and eighty-seven dollars and fifty cents (\$787.50). In addition, on December 3, 2014, the County shall contribute into each full-time represented employee's Health Reimbursement Arrangement (HRA), a one-time, lump sum, non-recurring, and non-pensionable payment of one hundred dollars (\$100.00.) For each part-time

represented employee, the County shall pay FTE prorated one-time, lump sum non-recurring, and non-pensionable payments.

ARTICLE 9: SPECIAL ASSIGNMENT PREMIUMS

9.0 The parties agree that this Article 9 will be implemented effective March 19, 2013 or concurrently with implementation of the provisions included in Salary Resolution of Intent; Resolution Number is 12-0398, whichever date comes later.

9.1 Premium And Differential Pay – Overtime Computation

Premium or differential pay provided in this Memorandum will not be added to an employee's regular base hourly rate for computing overtime or any other differential except as provided for in this Memorandum or as required by law. Premium or differential pays shall be compensated in cash in the pay period in which they are earned. The premium and differential pays in this Article shall not be included in the base pay for the calculation of any premium or differential pay.

9.2 Shift Differential

All employees entitled to receive shift differential premiums as of the first pay period following the execution of this Memorandum shall be paid as follows:

An employee whose regular assigned work schedule shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift pay.

An employee who is assigned to work and actually works 50% or more of his or her assignment on an evening shift, (2:00 p.m. to 10:00 p.m.), or a night shift, (10:00 p.m. to 8:00 a.m.), is entitled to receive a shift differential premium for hours worked as defined below:

- a) Shift differential premium pay shall be paid only for hours worked on the defined shift.
- b) An employee who is assigned to and works 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. shall receive the evening shift differential premium specified in Subsection 9.1.1. The evening shift premium shall be paid for all hours worked after 2:00 p.m. and up to the ending of the assigned shift, if the night shift premium eligibility does not apply.
- c) An employee who is assigned to and works 50% or more of his or her shift hours between 10:00 p.m. and 8:00 a.m. shall receive the night shift premiums specified in Subsection 9.1.1. The night shift premium shall be paid for all hours worked after 10:00 p.m. up to the ending of the assigned night shift, if the evening shift premium eligibility does not apply.

9.2.1 Shift Differential – Evening And Night

- a) Evening shift premium: 5% of the base hourly rate per hour, for each eligible hour as specified above 9.1. b).
- b) Night shift premium: 10% of the base hourly rate per hour, for each eligible hour as specified above in 9.1. c).
- c) Night shift premium: 17% of the base hourly rate, per hour for each eligible hour actually worked on a night shift for employees in Nursing Services Bargaining Unit, as specified above in 9.1.

9.2.2 Shift Differential – Split Shift

An employee assigned to and who actually works a split workday shall receive shift differential based on the time at the beginning of each half shift. Split shifts occur with a scheduled break of more than one hour. Each portion of the shift is treated separately as described in 9.1 b) and 9.1 c) above.

9.3 Standby – Defined

Standby duty requires that an employee designated by the ~~County appointing authority~~, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is released from duty and is assigned by the department to be on standby shall be eligible for standby pay. Standby time is not to be construed as work time. No employee shall be paid for standby duty and other compensable duty simultaneously.

9.4 Standby – Compensation

~~When the County assigns an employee to standby duty, the County shall compensate the employee at the rate of \$4.75 per hour for all standby compensation. If and when the County calls an employee back to work, the employee shall be paid call-back pay described in Sections 7.24 and 7.25, and shall not receive standby until the employee returns to standby status. The County shall not pay an employee for both call back and standby pay for the same hours worked. Except as specified elsewhere in this Article, an employee assigned to standby shall be compensated at the rate of 12% of the “I” step of the Maintenance Supervisor per hour for every hour the employee actually stands by.~~

~~9.4 Standby – Animal Control Officer~~

~~An employee in the classes of Animal Control Officer I, Animal Control Officer II, and Supervising Animal Control Officer, shall be available for assignment to standby when off duty for a period of time as designated by the appointing authority. Each employee in the above stated classes who is assigned to standby duty shall be compensated for actual time on standby assignment at the rate of 30% of “I” Step of~~

~~the salary range for Animal Control Officer II. An employee assigned to standby under this Section shall have the right to voluntarily exchange the employee's standby assignment with a fellow officer subject to approval by the supervisor or appointing authority. No overtime will occur as a result of voluntary exchange of standby assignment.~~

~~9.5 Standby Department of Health Services~~

~~9.5.1 Standby Nursing~~

~~A licensed nursing employee of the Department of Health Services shall be available for assignment by the appointing authority to standby when off duty. Each such employee who is assigned to standby shall be paid at the rate of \$5.66 per hour for each hour the employee actually stands by.~~

~~9.5.2 Standby Hazardous Substance Response Team~~

~~Currently, no SEIU classification is assigned to the Hazardous Substance Response Team (HSRT). In the future, if any SEIU classifications are assigned to the HSRT, the parties agree to meet and confer.~~

~~9.5 Standby – Human Services Department; Adult Protective Services And Child Protective Services~~

~~To respond to reports of elder abuse or child abuse, the County may assign employees to be on standby as described in Section 9.2. The County shall assign employees to be on standby in each Division based on the following guidelines:~~

~~Whenever sufficient employees have volunteered for the necessary assignments to standby, the County shall fill standby assignments with volunteers. At the option of each Division, employees may volunteer for standby assignments in a one (1) day or a one (1) week period.~~

~~In the event there are insufficient volunteers in the Adult and Aging Division to fill all standby assignments, the County shall assign employees to standby on rotating basis using inverse seniority. The County shall rotate standby assignments from among all staff in the Adult And Aging Division in the classifications of Social Worker IV, Social Services Supervisor II and Social Services Supervisor I, provided that the Social Services Supervisor I has had at least one (1) year of experience as a Social Worker IV. Such rotation shall begin with the least senior employee and proceed up the seniority list to the most senior employee.~~

~~In the event there are insufficient volunteers to fill all standby assignments in the Family, Youth and Children's Division, the County shall assign employees from the Emergency Response program in the classifications of Social Worker IV and Social Services Supervisor II to standby on a rotating basis beginning with the least senior employee and proceeding up the seniority list to the most senior employee.~~

~~Employees may trade standby assignment with the approval of the supervisor.~~

~~9.6 Standby Human Services Emergency Response Program~~

~~Assignment to standby in the Emergency Response Program (ERP), or its successor program, shall, whenever possible, be voluntary.~~

~~9.6.1 Standby HS ERP Child Protective Services (CPS) Assignment~~

~~All Social Worker IVs and Social Service Supervisors II shall be allowed to volunteer for the ERP standby duty. Whenever a minimum of 8 employees is willing to participate voluntarily, the program will be operated on a voluntary basis. If fewer than 8 employees are willing to participate voluntarily for the ERP standby duty, the assignment to ERP standby will be mandatory for Social Worker IVs assigned to the Emergency Response Program (or its successor program). Regardless of whether the assignment is voluntary or mandatory, the current system of providing emergency response coverage to the Valley of the Moon Children's Home shall not be changed during the term of this agreement without Management first meeting and conferring with the Union.~~

~~9.6.2 Standby HS ERP Adult Protective Services (APS) Assignment~~

~~The priority order of the voluntary standby and callback rotation is as follows:~~

- ~~1. Adult & Aging Division Social Worker IV, Social Service Supervisor II, and Social Service Supervisor I with a minimum of one year's experience as a Social Worker IV.~~
- ~~2. Adult & Aging Division Social Service Supervisor I.~~
- ~~3. Social Service Supervisor II and Social Worker IV in Child Protective Services, FY&C Division, after receiving Adult & Aging Division training.~~

~~If all weeks of the 13-week rotation period are not covered by group 1 (above), group 2 will be used. If use of both groups 1 and 2 does not provide sufficient voluntary coverage, group 3 will be used. Eligible employees may volunteer for more than 1 one-week rotation in each 13-week period, subject to the review of the employee's supervisor.~~

~~9.6.3 Standby HS ERP Assignment Trades/Shares~~

~~Employees shall be allowed to trade their week of standby duty assignments with the approval of the supervisor.~~

~~Two employees may share the weekly standby assignment with approval of the scheduling supervisor. Such request must be submitted in advance and in writing. In no case shall the time be divided into segments of less than a full 24-hour period.~~

~~9.6.4 — Standby HS ERP Compensation~~

~~A Social Service Worker IV, a Social Services Supervisor II or a Social Services Supervisor I assigned to ERP standby duty shall receive 20% premium pay above the employee's base hourly rate for each hour the employee actually stands by. Each employee assigned to standby duty shall be entitled to 8 hours of compensatory time off for each holiday that which falls within the standby assignment. Such employee shall receive this compensation for being on standby. Standby time is not construed as work time.~~

~~9.6.5 — Standby HS ERP Telephone Compensation (See 7.32)~~

~~An employee on ERP standby may be called upon to resolve problems by telephone without returning to the worksite or going out into the field. Notwithstanding Section 7.32, such an employee shall be entitled to receive one and one half of hourly base pay or equivalent in compensatory time off for any and all calls which cumulatively total one hour or less per shift of standby assignment. When the cumulative time of calls exceeds one (1) hour per shift, an employee shall be entitled to receive one and one half of base pay or compensatory time off for the cumulative time of the calls to the nearest subsequent one-tenth of an hour. ERP duties that occur during the employee's regular work schedule will be paid at the employee's regular hourly rate.~~

~~9.6.6 — Standby ISD Compensation~~

~~An employee of the Information Services Department in the Technical Services Division, Work Group Support Division and Applications Maintenance Division only, assigned to standby duty shall receive premium pay for each hour the employee actually stands by, as follows: \$4.30 per hour. The employee shall receive this compensation for being on standby and for processing any related paperwork. The parties agree to reopen during the third year of this agreement to determine any changes to this premium for the fourth and subsequent years.~~

~~Standby time is not construed as work time.~~

9.6 Temporary Assignment To A Higher Class

An employee assigned by the appointing authority to perform the majority of the duties of a higher classification to fill a vacancy caused by resignation, termination, promotion, or an extended approved leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. Such employee ~~who serves continuously in such assignment for more than 96 actual work hours~~ shall be paid ~~retroactive to the first hour worked and thereafter~~ according to the salary step of the range for the new class most closely equivalent to five percent (5%) greater than the employee's salary step before promotion, but not less than minimum salary step of the new class, nor greater than

the maximum salary step of the new class. The employee shall receive this salary step as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the higher class as described in Subsection ~~9.5.29.5.1~~ below.

~~9.5.1 — Temporary Assignment — Subsequent Assignments~~

~~An employee who has met the minimum qualifications may be subsequently reassigned by the appointing authority to fill a vacancy in the higher class. Any such employee must serve in such capacity for more than three consecutive days of work prior to receiving the salary step as described in Section 9.7. The appointing authority may submit a written request to the Human Resources Department in lieu of a promotional application completed by the employee. The employee must complete the appropriate personnel forms only if substantive changes have been made to the classification description and/or minimum requirements since the previous temporary assignment.~~

9.6.1 Temporary Assignment – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the “I” step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the “I” step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- b) If an employee is at the “I” step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- c) An employee who is subsequently reassigned by the appointing authority within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee’s total cumulative hours in the higher class are in accordance with Subsection 8.16.2 -Total Hours Required for a merit increase.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Subsection ~~9.7.2 a)~~9.5.1(a), such hours shall not also count toward a merit increase in the higher class.

9.7 Bilingual Pay

A County Department Head may designate a bargaining unit position as a bilingual position requiring specific language bilingual skills on the average of at least 10 percent of the position's work time. Bilingual skills shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English. To be eligible for bilingual premium pay, the employee in the designated position must demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director.

The County shall pay the employee in a designated position a premium of ninety cents (\$.90) per hour in addition to the employee's base hourly rate of pay for each hour assigned and actually worked in a bilingual designated position.

~~When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent 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 for all hours actually worked in pay status, from the date of assignment. "Bilingual skills" shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English.~~

Rate:

~~90 cents per hour, effective 6/22/04~~

9.7.1 Bilingual Pay – Termination Of

When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least ten (10%) percent of the employee's time for three consecutive pay periods, the County said employee may be removed the employee from the list of designated bilingual employees, and ~~Thereafter~~ the employee will no longer be entitled to receive Bilingual Pay, unless redesignated by the department head at a later date.

9.7.2 Bilingual Pay – Daily Assignment

When (a) a department head has designated a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, and (b) an employee has been assigned on an on-going basis to carry out such assignment, and (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to

the payment designated in Section 9.6 above for all hours actually worked in a daily assignment.

9.8 Hazard Pay

~~The County shall pay an employee a premium of \$1.50 per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour assigned and actually worked performing one of the duties listed in this Section. Each employee assigned to one or more of the duties listed below shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two hours and for each additional hour or portion thereof the employee is so assigned:~~

- a) handling explosives, or
- b) descending into pumping plant caissons, or manholes, confined space as defined by CAL-OSHA, or
- c) working in an open trench which is four or more feet deep and requires shoring, or
- d) working on sling or suspended scaffolds, boatswain chairs, steep embankments using repelling rope or working up on or at the base of pile driving leads supported by boom cranes or
- e) climbing into trees or working out of boom type elevated equipment while engaged in trimming or pruning limbs which are more than ten (10) feet from the ground, or
- f) spraying or mixing category I, II, or III pesticide or herbicide except for employees in the Vegetation Specialist and Vegetation Control Advisor job classifications, or
- g) placing or removing panel braces, spillway, flash boards, seal boards or panel members in the installation or removal of dams or fish ladders.

Only one premium will be paid for any assignment under this Section 9.7.

~~The parties agree that this Section 9.7 shall sunset on August 31, 2015, and shall be eliminated. During negotiations for a successor MOU, the status quo shall be defined as the MOU with Section 9.7 eliminated.~~

~~9.9.1 Animal Removal Assignment~~

~~An employee assigned to operate the dead animal removal vehicle will be paid an additional hourly rate of 5% of the "I" step of a Maintenance Worker II. Employees receiving this premium shall not also receive the other premiums specified in Section 9.9 above.~~

9.9 Animal Removal Assignment – Animal Control Officer

Employees in the job class of Animal Control Officer I and II assigned to provide field service for the Animal Control Services Contract with the City of Santa Rosa will be paid an additional rate of 5% of the “I” step of an Animal Control Officer II for all hours worked in servicing the above mentioned contract. This premium is provided due to the dead animal removal provision of the Animal Control Services Contract with the City of Santa Rosa.

9.10 Heavy Truck Operation – Definitions

9.10.1 Definition Of Heavy Truck

A heavy truck shall be defined for the purposes of this Article as:

- a) a three-axle truck, or a truck and trailer or semi-trailer combination, having a combined gross vehicle weight of 40,000 pounds or greater, or
- b) any vehicle including a four-yard or larger dump truck pulling any trailer whose gross laden weight is 10,000 pounds, or greater, or
- c) a two-axle water truck with a gross vehicle weight in excess of 30,000 pounds and requiring a tanker endorsement.

9.10.2 Qualification To Drive And Service A Heavy Truck

To be eligible and qualified to drive and service a heavy truck, an employee must possess valid California Tanker Endorsements in addition to the Class A Driver’s license.

9.10.3 Heavy Trucks Operation – Continuing Assignment

The County may assign eligible and qualified employees in the classifications of Maintenance Worker II, or Water Agency Maintenance Worker II, or Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker to drive and provide service maintenance on heavy trucks as a continuing assignment. The County shall pay a premium of \$1.50 per hour or portion of an hour in addition to the employee’s base hourly rate of pay for each hour actually worked in the continuing assignment of driving and providing service maintenance on heavy trucks. The County may terminate the continuing assignment at any time. ~~The Employees operating heavy trucks on a continuing assignment must possess valid California Tanker Endorsements in addition to the Class A Driver’s license. An employee in the class of Maintenance Worker II, or Water Agency Maintenance Worker II, or Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker who is assigned by the appointing authority to drive and do service maintenance of a heavy truck on a continuing basis shall be paid according to the salary range which at Step A is 6% greater than the “A” step of a Maintenance Worker II while continuously assigned. An employee assigned on a continuing~~

~~basis will serve in such assignment until the appointing authority changes or terminates such assignment.~~

9.10.4 Heavy Trucks Operation - Daily Or Intermittent Assignment

~~The County may assign eligible and qualified employees in the classifications of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Disposal Worker I, Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker, Weights and Measures Inspectors I and II or Parks and Grounds Maintenance Worker I and II, or Senior Agriculture Program Assistant who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis. The County shall pay a premium of \$2.47 per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour actually worked up to four and one-half hours per day if working eight-hour days, for every hour worked up to five hours per day if working nine-hour days and for every hour worked up to five and one-half hours per day if working ten-hour days in the daily or intermittent assignment of driving and providing service maintenance on heavy trucks. The County may terminate the daily or intermittent assignment at any time. shall be paid an additional hourly rate of 10% of the "I" Step of a Maintenance Worker II for every hour worked up to four and one half hours per day if working eight hour days, for every hour worked up to five hours per day if working nine hour days and for every hour worked up to five and one-half hours per day if working ten hour days.~~

9.11 Heavy Equipment Operation

~~Heavy construction equipment shall be defined as construction equipment with a gross weight of 10,000 pounds or greater such as a backhoe or crane (self-propelled personnel lifts with a gross weight of 10,000 pounds or greater are excluded).~~

~~To be eligible and qualified to operate heavy equipment, an employee must possess valid California Class A Driver's license and must successfully complete forty (40) hours of County provided training.~~

~~The County may assign eligible and qualified employees in the classifications ~~An~~ employee in the class of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker or Parks and Grounds Maintenance Worker I and II, or Disposal Worker I who is assigned to operate and do service maintenance on heavy construction equipment for a minimum of one-half hour per work day as part of the employee's assigned duties. The County shall pay a premium of \$2.47 per hour in addition to the employee's base hourly rate of pay for each hour or portion of hours actually worked operating and providing service maintenance on heavy construction equipment. The County shall not pay the employee this premium pay for operating ~~Operation of~~ heavy equipment during the employee's 40 hours of training. shall be entitled to receive an additional hourly premium of 10% of the "I" step of a~~

~~Maintenance Worker II for a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an employee shall be entitled to an additional premium of 10% of the "I" step of a Maintenance Worker II per hour to the nearest one-half hour.~~

~~An employee in the class of Bridge Worker or Maintenance Worker II - HT (Section 9.11) shall be entitled to receive a premium of \$0.99 per hour or portion of an hour actually worked operating and providing service maintenance on heavy construction equipment. 4% of the "I" step of a Maintenance Worker II per hour for the above assignment with a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an assigned worker shall be entitled to an additional premium of 4% of the "I" step of a Maintenance Worker II per hour to the nearest one-half hour.~~

~~Operation of heavy equipment during training shall be excluded from the above provision. Heavy construction equipment shall be defined as construction equipment with a gross weight of 10,000 pounds or greater such as a backhoe or crane (self-propelled personnel lifts with a gross weight of 10,000 pounds or greater are excluded).~~

9.12 Heavy Equipment – Crane Operator

A Crane is defined as a 17 ton or greater crane.

To be eligible and qualified to operate a crane, an employee must possess the appropriate valid California Driver's license with the required endorsements for operating a 17 ton or greater crane and must be trained and certified.

~~Crane Operation is defined as an employee operating a 17 ton or greater crane. An employee in the class of Maintenance Worker III assigned on an ongoing basis as Crane Operator shall receive a premium for such assignment at a rate of 6% of the "I" step of Maintenance Worker III for all hours in pay status. This premium is in consideration of training and operating skills that must be maintained by employees in order to operate the crane.~~

The County may assign A—an employee in the class of Maintenance Worker III, Senior Bridge Worker, Bridge Worker, or Bridge Supervisor I—assigned to on-site operation of the crane. The County shall pay a premium of five percent (5.0%) in addition to the employee's base hourly rate of pay for each hour or portion of an hour assigned and actually worked shall receive a premium at a rate of 5% of the "I" step of a Maintenance Worker III for all hours worked operating the crane, excluding transportation. This premium is in addition to the premium in 9.13.1 a), for Maintenance Worker III.

~~An employee in the class of Maintenance Worker III assigned to operate a 17 ton or greater crane for a minimum of one-half (1/2) hour per work day as part of the employee's assigned duties shall be entitled to receive an additional hourly premium of 11% of the "I" step of the Maintenance Worker III classification for a minimum of four (4) hours per day for such assignment. When the cumulative time of this~~

~~assignment exceeds 4 hours, an employee shall be entitled to an additional premium of 11% of the "I" step of the Maintenance Worker III classification per hour to the nearest one half (1/2) hour.~~

9.13 Fairground Special Equipment Operation

An employee in the class of Fairgrounds Maintenance Worker or Senior Fairgrounds Maintenance Worker, who is assigned to and who operates a three-wheeled straw loader, shall be paid an additional hourly premium of \$1.04 per hour or portion of an hour in addition to the employee's base hourly rate of pay for each hour or portion of an hour assigned and actually worked operating this piece of equipment.~~5% of the "I" step of a Fairgrounds Maintenance Worker per hour for each hour or portion thereof the employee operates this piece of equipment.~~

~~9.15 Charge Duties~~

~~When designated by the appointing authority, an employee in the class of Staff Nurse II, Family Nurse Practitioner, or Psychiatric Nurse or Psychiatric Technician may be assigned charge duties. The assignment of charge duties will be for an entire shift. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and performing charge duties.~~

~~9.16 Nurse Practitioners~~

~~An employee in the classification of Staff Nurse I or II who meets the minimum qualifications for employment as a Nurse Practitioner Pediatrics or Nurse Practitioner OB/GYN, and is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner Pediatrics or Nurse Practitioner OB/GYN, shall be paid at the hourly rate for such higher classification at the corresponding step of the employee's salary range for each hour assigned and actually worked at said classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.~~

9.14 Employees Performing Sexual Assault Exams

Employees in the Family—Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse I/II classifications ~~Employees who shall~~ perform sexual assault exams.

9.14.1 Training To Perform Sexual Assault Exam

The County shall train employees in the Family—Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse I/II classifications in medical protocols established by the County's Department of Health Services. As part of the training, the County shall provide employees in these classifications with electronic or hard copies of relevant medical protocols.~~shall be made available for employee review.~~

9.14.2 Daily-On-Call Stipend

~~The County shall assign employees in the Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I classifications to the weekly rotation for daily-on-call duty in the Sexual Assault Exam Program. Each assigned employee shall remain on-call and available to perform sexual assault exams during the scheduled eight-hour period of time assigned as daily-on-call duty. The County shall pay each assigned employee a daily-on-call stipend of \$100.00 per eight-hour period served on daily-on-call duty. The County shall prorate the stipend if the employee is assigned to a daily-on-call duty other than eight hours. Such proration shall be based on the relationship the employee's on call period bears to an eight-hour period.~~

9.14.3 Stipend For Each Sexual Assault Exam—Day Shift

~~In addition to the daily-on-call stipend described in 9.13.2, the County shall pay each employee assigned to daily-on-call duty in the Sexual Assault Exam Program who is assigned to perform a sexual assault exam a stipend of \$275.00 per sexual assault exam performed. Employees in the class of Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I who are on duty shall perform sexual assault exams as part of their regular assigned duties. Employees~~

~~9.17.1 Sexual Assault Exam Training~~

~~Employees who perform sexual assault exams will be trained in medical protocols established by the County's Department of Health Services. Such protocols shall be made available for employee review.~~

~~9.17.2 Sexual Assault Exams—Day Shift~~

~~Employees in the class of Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I who are on duty shall perform sexual assault exams as part of their regular assigned duties. Employees in the class of Family Nurse Practitioner/Physicians Assistant, Nurse Practitioner OB/GYN, and or Staff Nurse II/I, assigned to a day shift, shall be paid an additional \$125 for each completed pediatric sexual assault examination or for each completed adult sexual assault examination.~~

~~9.17.3 Sexual Assault Exam—Call Back~~

~~When an employee in the class of Family Nurse Practitioner/ Physician Assistant, Nurse Practitioner OB/GYN, or Staff Nurse II/I conducts a crisis sexual assault examination during hours which the employee is not already scheduled to work, the employee shall receive \$250 for each completed examination in lieu of other compensation. Participation in the~~

~~call back schedule of the sexual assault program will be reviewed by the supervisor with affected employees every six months.~~

~~9.17.4 Stand by Pay Sexual Assault Exam Program~~

- ~~a) Physician Assistants and/or Registered Nurses assigned to the Sexual Assault Exam Program shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$7.52 per hour.~~
- ~~b) Supporting personnel not listed in 9.17.4(a) above who are assigned to the Sexual Assault Exam Program in a supporting roll shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$4.53 per hour.~~
- ~~c) For the purposes of Section a) and b) above, available means available to be assigned to a weekly rotation for standby.~~

~~9.18 Premium Pay for Psychiatric Nurses, Staff Nurse(s) II/I and Family Nurse Practitioner/Physician Assistants Special Facilities Assignment~~

~~The County shall pay a premium of ten percent (10%) in addition to the employee's base hourly rate of pay for each hour assigned and actually worked as a Each Psychiatric Nurse, Staff Nurse II/I, Family Nurse Practitioner/ Physician Assistant, Nurse Practitioner OB/GYN assigned to Los Guilucos, Main Adult Detention Facility, North County Detention Facility, Juvenile Hall, Valley of the Moon Children's Home, Probation Youth Camp, the Probation's Sierra Youth Center, and/or Redwood Children's Center shall receive 10% premium pay above the employee's base hourly rate for all hours in pay status.~~

~~9.19 Premium Pay Hours Worked in County Detention Facility~~

~~Employees in the class of Public Health Investigator shall be eligible to receive 10% premium pay above the employee's base hourly rate for each hour actually worked in a detention facility operated by the County of Sonoma. When the cumulative work time in said detention facility exceeds one hour the affected employee shall be entitled to receive a pro rata share of the 10% premium pay to the nearest quarter of an hour.~~

~~9.20 Premium Pay Classifications Assigned to NCDF or MADF~~

~~The County shall pay Each Assistant Cook, Cook or Chef assigned to the Sheriff's Office North County Detention Facility (NCDF) or the Main Adult Detention Facility (MADF) shall receive 5.0% 10% premium pay above the employee's base hourly rate for all hours actually worked in pay status.~~

9.15 Premium Pay – Extra-Help Employees

The County shall pay a premium of ten percent (10%) in addition to the employee's base hourly rate of pay for each hour assigned and actually worked as an ~~Each~~ extra-help employee in the class of Psychiatric Technician, Licensed Vocational Nurse I, Licensed Vocational Nurse II, Nursing Assistant, Laboratory Assistant, Medical Transcriber and Medical Unit Clerk. ~~, shall be paid a premium of ten percent (10%) above the employee's base hourly rate.~~

The County shall pay a premium of twenty percent (20%) in addition to the employee's base hourly rate of pay for each hour actually worked as an ~~Each~~ extra-help employee in the class of Psychiatric Nurse, Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, Staff Nurse I, and Staff Nurse II. ~~shall be paid a premium of twenty percent (20%) above the employee's base hourly rate.~~

9.16 Premium Pay – Gen'l Assist., Prob. Youth Camp, Jail Crews

- a) The County shall pay a premium of five percent (5%) in addition to the employee's base hourly rate of pay for each hour actually worked as a ~~Any~~ non-supervisory employee ~~who is~~ assigned to lead a jail, NCDF, Adult Offender, Probation Youth Camp (not covered in Section "b" below), Community Service Time, or General Assistance work crew of at least three (3) to five (5) persons. ~~shall be entitled to receive a premium of 5% of the base hourly rate for all hours assigned to this task. The County shall pay a premium of seven and one-half percent (7.5%) in addition to the employee's base hourly rate of pay for each hour actually worked as a ~~Any~~ non-supervisory employee ~~who is~~ assigned to lead such a crew of six (6) or more persons. shall be entitled to receive a premium of 7.5% of the base hourly rate for all hours assigned to this task. The County shall not pay an employee for both premium pays for the same period of time.~~
- b) For non-supervisory employees within the Probation Youth Camp that lead a youth crew of three (3) or more that varies in number throughout the day, the County shall pay a premium of five percent (5.0%) in addition to the employee's base hourly rate of pay for each hour actually worked if the highest number of youths supervised during each work day is less than six persons. County shall pay a premium of seven and one-half percent (7.5%) in addition to the employee's base hourly rate of pay for each hour actually worked if the highest number of youths supervised during each work day is six or more persons. ~~the employee may be paid the premium rate for the highest number of youths supervised during each work day with the approval of the appointing authority. County shall not pay an employee for both premium pays for the same period of time.~~
- c) Sections "a" and "b" above do not apply to Probation Assistants, who are receiving an equity adjustment to recognize duties performed.

~~9.23 Premium and Differential Pay Overtime Computation~~

~~Premium or differential pay provided in this Memorandum will not be added to an employee's regular base hourly rate for computing overtime or any other differential except as provided for in this Memorandum or as required by law. Premium or differential pays shall be compensated in cash in the pay period in which they are earned. (Note: Moved to 9.0.)~~

~~9.24 Nursing Additional Degrees~~

~~Effective June 29, 1999, a 1% salary adjustment to the salary range of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, Family Nurse Practitioner, and Physician Assistant is made in lieu of this benefit.~~

9.17 Nursing – Additional Degrees Premium Pay

The premium pays in this [Section 9.16](#) are paid for degrees held by employees in the class on June 29, 1999.

A degree earned by an employee after June 29, 1999, will only qualify for this premium if the employee enrolled in the course of study leading to the degree by September 30, 2000 [and completed the degree by May 1, 2013](#). Each Registered Nurse who is employed in the class of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, or Family Nurse Practitioner who holds a baccalaureate degree in nursing, shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.

Each Psychiatric Nurse in Mental Health who holds a baccalaureate degree in psychology shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.

Each registered nurse in any of the above classes who holds a master's degree in nursing shall be paid according to the salary range which is greater by 7.5% than the range to which the employee's class is allocated.

Each Psychiatric Nurse who holds a master's degree in psychology shall be paid according to the salary range ~~that which~~ is greater by 7.5% than the range to which the employee's class is allocated.

Each Physician's Assistant who holds a Master's Degree in Physician Assistant studies shall be paid according to the salary range which is greater by 7.5% than the range to which the employee's class is allocated.

9.18 Nursing – Additional Degrees Premium – Supv. FNP/PA

Supervising Nurse Practitioner/Physician Assistants shall not be entitled to any additional degree - nursing pay. However, to avoid salary compaction, a Supervising Nurse Practitioner/Physician Assistant, who is assigned to supervise a Family Nurse Practitioner who is receiving a premium ~~with a BS or MS degree in nursing~~, shall receive a 5% premium above the salary range and additional degree-nursing

pay premium associated with the most advanced nursing degree of the Family Nurse Practitioner being supervised (e.g.: a FNP/PA who supervises a FNP, a FNP-BS, and a FNP-MS will receive 5% above the salary range and nursing degree premium for FNP-MS).

9.19 Nursing – Additional Degrees Premium – Affirmation

An employee must submit documentation showing the employee possesses the respective degree prior to receiving pay for the respective degree. The premium shall become effective on the first day of the pay period following receipt of the proper documentation. The current County procedure for documentation shall remain unchanged during the term of this Memorandum.

~~9.25 Maintenance Workers – Water Agency~~

~~An employee in the classification of Water Agency Maintenance Worker I or II assigned to work directly with a Water Agency Mechanic to assist in the installation, testing, calibration and mechanical maintenance of water or wastewater treatment and transmission equipment shall be paid a premium pay of 10% of the employee's base hourly rate for all hours assigned to work with the Water Agency Mechanic in the performance of these tasks, with a minimum of 4 hours per day for each such assignment.~~

9.20 Premium Pay – No Rest Break At Disposal Transfer Station

Notwithstanding the provisions of Section ~~7.26~~7.21 (Rest Periods), an employee may be prohibited from taking rest breaks by sole assignment to a refuse disposal transfer station by the appointing authority. For each day an employee is prohibited from taking a rest break under this Section ~~9.26~~9.19, the employee shall be entitled to receive a premium equivalent to .25 hours at the base hourly rate for the "I" Step of the range for the Disposal Worker I classification.

~~9.27 Supervisory Duties – Simuleast Attendant~~

~~When designated by the appointing authority, an employee in the class of Simuleast Attendant or Senior Simuleast Attendant may be assigned to act as a simuleast supervisor. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and while performing these duties.~~

~~9.28 Legal Processor II – Training Premium~~

~~When assigned by the appointing authority, employees in the Legal Processor II classification in the Sheriffs' Department who provide on duty training to other Legal Processors will receive a premium pay of 2.5% above the employee's base hourly rate for all hours worked.~~

9.21 When an employee is assigned to one of the following detention facilities: Main Adult Detention, North County Detention, Juvenile Hall, Probation Youth Camp, Sierra Youth Center, Los Guilueos, Juvenile Hall, Valley of the Moon Children's Home, Probation Youth Camp, and/or the Probation's Sierra Youth Center and/or

~~Redwood Children's Center, the County shall pay such employee the following premium pays:~~

Janitor or Head Janitor	5.0% premium pay above the employee's base hourly rate for all hours actually worked.
Assistant Cook, Cook or Chef currently eligible for this premium pay.	10.0%-premium pay above the employee's base hourly rate for all hours actually worked.
Assistant Cook, Cook or Chef, becomes eligible for this premium pay on or after January 1, 2013 for the first time.	5.0%-premium pay above the employee's base hourly rate for all hours actually worked.
Psychiatric Nurses, Staff Nurse(s) I/II and Family Nurse Practitioner/Physician Assistants, Public Health Investigator	10%-premium pay above the employee's base hourly rate for all hours actually worked.

~~9.29 Janitor Detention Facility~~

~~The County shall pay each employee in the Janitor or Head Janitor classification assigned to perform janitorial duties on a regular basis in the Sheriff's Office North County Detention Facility (NCDF) or the Main Adult Detention Facility (MADF) a 5.0% premium pay above the employee's base hourly rate for all hours actually worked.~~

~~An employee in the classification of Janitor or Head Janitor who is assigned and performs janitorial duties in a detention facility on a regular basis, shall be paid at a range which at Step "A" is 5% greater than the "A" step of a Janitor in Job Class 5320, or the "A" step of a Head Janitor in Job Class 5324.~~

~~9.30 Premium Pay Lead Disposal Worker Assignment~~

~~A Disposal Worker II who qualifies and is assigned to provide lead direction and oversight for heavy equipment operation at the Refuse Facilities shall be paid an additional hourly rate of 10% of the "I" Step of the Disposal Worker II, for all hours worked while in the lead assignment.~~

9.22 Facilities Assignments Premium Pay

When an Office Support Supervisor or a Senior Office Support Supervisor in the Human Services Department is assigned by the department head or designee to building/facility maintenance tasks such as liaison with landlords, security firms, management of building equipment, pool cars or other related tasks and these tasks require 25% or more of his/her time, he/she will receive a premium pay 5% above the employee's base hourly rate for all hours assigned and actually worked.~~in pay status.~~

~~9.32 Animal Specimen Removal – Animal Control~~

~~Employees in the job classifications of Animal Health Technician, Animal Control Officer I, II and Supervising Animal Control Officer who are trained and authorized to perform the work of animal brain removal for rabies antibody examination will be compensated \$25 per brain removal. (SEIU)~~

~~9.33 Premium Pay – Plans Examination Assignment~~

~~A Building Inspector who possesses an I.C.C. Plans Examiner Certification or its equivalent, and is assigned to work in the Permit and Resource Management Department's Plan Check Section, shall be paid an additional hourly rate of 5% of the employee's current base hourly rate, for all hours worked in the assignment.~~

~~9.34 Premium Pay – PRMD Public Projects Coordinator~~

~~A Senior Environmental Specialist shall receive a premium of 10% above his/her base hourly rate of pay for all hours actually worked in pay status while assigned as "PRMD Public Projects Coordinator". The premium serves to compensate employees in the classification of Senior Environmental Specialist for coordinating the critical public sector workload of the PRMD Environmental Review Division. This includes determining public project priorities in coordination with other County departments; assigning work to staff; and providing general oversight over the public projects within the Environmental Review Division.~~

9.23 Svcs. & Tech. Support – Regional Parks Dept. – North Coast Assignment Premium

Any employee in the class of Park Ranger Trainee, Park Ranger III and Parks & Grounds Maintenance Worker II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a 10% premium for all hours assigned and actually worked in pay status to address recruitment and retention and additional costs created by this assignment. The Union and the County agree to reopen for discussion of this provision if a different premium level is negotiated for the job classes of Park Ranger I and II assigned to the North Coast as defined above. The reopener would occur upon ratification of an agreement that contains a different premium.

ARTICLE 10: EXPENSES, MATERIALS, AND REIMBURSEMENTS

10.1 Tools And Equipment – Provided By County

Except as provided in Subsection 10.2 below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

10.2 Tools And Equipment – Provided By Employee

Where the County requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work, the County agrees to reimburse employees in represented units for loss or theft of such tools to the extent authorized by Government Code Section 53240 and subject to the following restrictions and guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness or to normal wear and tear.
- b) All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the appointing authority and updated at least once each year, with each employee responsible to report additions or deletions as they occur.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the worksite.
- d) All losses shall be reported to the appointing authority in writing as soon as discovered.
- e) Cabinets and chests will be considered tools.
- f) This policy does not include electronic equipment unless it has been authorized for use by the appointing authority.
- g) The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420, dated January 18, 1977.

10.3 Reimbursement – Personal Property

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

10.4 Wildlife Specialist – Hunting Dogs

The parties estimate that the time the Wildlife Specialist spends in all aspects of the care, feeding, exercise, transportation to/from work and maintenance of hunting

dogs on a per pay period basis is 3.5 hours. (Dogs covered herein must be properly licensed.)

The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The full compensation due to the Wildlife Specialist for the performance of the above responsibilities shall be paid as 3.5 overtime hours per pay period.

10.5 Reimbursement – Mileage

An employee who is authorized to use a personal motor vehicle for travel required in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel.

10.5.1 Parking Congestion – Transit Fares

To reduce parking and traffic congestion, to provide for better public access, and to encourage the use of public transit, the County will pay the full cost of normal transit fares for employees using Sonoma County Transit, Santa Rosa Transit, or Golden Gate Transit for such commuting to and from the employee's residence and the following County work locations: the Main County Complex, the Chanate Road Complex, the Airport Industrial Area, the Sonoma County Water Agency on College Avenue, the Downtown Santa Rosa Area, and the Corporation and Business Area south of Sebastopol Road near Northpoint Parkway and Corporate Center Parkway. The County and the Union, during the course of this MOU and through mutual agreement, such as in the Countywide Labor Management Committee, may extend this benefit to other areas and work locations. County may discontinue this benefit one-month prior to termination of the MOU, if participation drops to 50 or less employees.

10.6 Safety Equipment And Safety Uniforms, County Issued Uniforms, Uniform Allowance, And Safety Boots/Shoes Allowance

10.6.1 County Issued Safety Equipment And Safety Uniforms

In its sole discretion, the County shall determine the protective safety equipment and safety uniforms required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the County shall determine which classifications shall use County Issued Safety Equipment and wear Safety Uniforms as a condition of employment. The parties acknowledge that County Issued Safety Equipment and Safety Uniforms are not suitable for everyday wear outside working hours, and that employee shall use the equipment and wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear County Issued Safety Uniforms shall wear the uniforms as a condition of

employment while on County duty. The County shall provide that protective safety equipment and safety uniforms for use by employees in those classifications performing the assigned tasks.

10.6.2 County Issued Uniforms

For the purpose of this Section, uniforms shall be defined as trousers, shirts, jackets, and other articles of clothing required as an element of a County uniform. In its sole discretion, the County shall determine which classifications shall wear uniforms as a condition of employment. The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on County duty.

For employees required to wear a County Issued Jacket, the County shall provide one jacket **(unless otherwise specified in this Article)** at the time of employment and another jacket every third year of continued employment in a classification described in this section. **Employees at the Airport who are provided uniforms shall be issued two (2) uniform jackets, which will be clean by a sanitary laundry service on an as needed basis.**

The classifications described in this Section are listed in Appendix B under the heading, “Section 10.6.2 County Issues Uniforms.” Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.”

In the event the County determines that additional classifications shall be required to wear County Issued Uniforms, the parties agree to add those classifications to this Appendix B.

10.6.3 Water Agency Uniforms

The County agrees to provide rented uniforms to employees in the classifications listed in Appendix B under the heading, “Section 10.6.3 Water Agency Uniforms.” Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.” **Such uniforms shall include two (2) jackets and safety t-shirts which may be worn as an alternative to the regular uniform shirt.** As a condition of employment, unit members who are provided a uniform shall wear the uniform during work hours.

The employees must return uniform(s) to the Water Agency’s designated location on a weekly or bi-weekly basis, as determined by the department

for laundering. All rented uniforms will be accounted for in this process and evaluated for appropriate repairs and replacements.

The classifications described in this section are listed in Appendix B under the heading, "Section 10.6.3 Water Agency Uniforms." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance."

In the event the County determines that additional Water Agency classifications shall be provided rented uniforms, the parties agree to add those classifications to this Appendix B.

10.6.4 Replacement Of County Issued Uniforms, Safety Equipment Or Uniforms

The County shall replace or repair worn out or damaged County issued uniforms or safety equipment or safety uniform as long as the employee remains assigned to a classification listed in Appendix B, Sections 10.6.2, or 10.6.3, and is required to wear a uniform as a condition of employment. To obtain a replacement or repaired county issued uniform, safety equipment or safety uniform, the employee must turn in the worn out or damaged uniform to the designated department manager, request a replacement, and verify that the employee did not cause the damage to the County issued uniform, safety equipment or safety uniform.

~~10.6.4~~10.6.5 Annual Uniform Allowance ~~Work Clothes Issued And Allowance~~

For the purpose of this section, uniforms shall be defined as trousers, shirts, jackets, and other articles of clothing required as an element of a County uniform. The County agrees to issue three (3) shirts to each employee in the classifications described in this section. Additionally, the County agrees to pay full-time employees in the classifications described by this Section an annual uniform allowance of \$130.00 as a contribution towards the purchase, repair, or replacement of required elements of a County uniform. The County agrees to pay part-time employees in the classifications described by this section an annual uniform allowance of \$75.00 as a contribution towards the purchase, repair, or replacement of required elements of a County uniform. The uniform allowance shall be paid annually on the first payday in October of each fiscal year.

The parties acknowledge that County uniforms are not suitable for everyday wear outside working hours, and that employee shall wear the uniforms only while on duty and traveling to and from County work. Employees in the classifications required to wear uniforms shall wear the uniforms as a condition of employment while on County duty.

The classifications described in this Section are listed in Appendix B under the heading, "Section 10.6.5 Annual Uniform Allowance."

Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.”

In the event the County determines that additional classifications shall be provided an Annual Uniform Allowance, the parties agree to add those classifications to this Appendix B.

The County shall pay a newly employed bargaining unit member the annual uniform allowance at the time of employment, but the annual uniform allowance payable at the beginning of the first full fiscal year of employment shall be prorated on the basis of service from the date of employment up to and immediately preceding the first full fiscal year. In the event that a bargaining unit member separates from County service, for whatever cause (except in the case of death resulting from on the job injury), during the fiscal year for which the annual uniform allowance has been paid, the bargaining unit member’s final paycheck shall be adjusted on a pro rata basis in relationship to the period of service in the final fiscal year of employment.

10.6.510.6.6 Uniform Cleaning Allowance

The County agrees to provide full-time and part-time employees in the ~~job~~ classifications described in this subsection \$7.30 per pay period as a contribution toward the cost of ~~for the cleaning uniforms of work clothes~~ and a semi-annual ~~work clothes~~ uniform allowance of \$93.00. The ~~work clothes~~ uniform-allowance shall be paid semi-annually on the first payday in October and April and shall be used towards ~~for the cost of repairing and supplement toward replacing of uniforms. work clothes.~~

The County agrees to provide part-time and extra-help employees assigned to Refuse, \$4.65 per pay period as a contribution toward the cost of ~~for the cleaning of uniforms work clothes~~ and a semi-annual ~~work clothes~~ uniform allowance of \$70.00. The ~~work clothes~~ uniform allowance shall be paid semi-annually on the first payday in October and April for the repair and supplement toward replacement of work clothes.

The classifications described in this subsection are listed in Appendix B under the heading, “Section 10.6.6 Uniform Cleaning Allowance.” Appendix B shall be attached to and incorporated into this agreement as “Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance.”

10.6.610.6.7 Safety Boot/Shoe Allowance

In its sole discretion, the County shall determine the protective safety boots and shoes required by County regulations, CAL OSHA, State, or Federal regulations/law for the assigned tasks. In its sole discretion, the

County shall determine which classifications shall wear safety boots or safety shoes as a condition of employment.

Upon initial employment and annually on the first payday in December of each fiscal year, the County shall provide an annual voucher of ~~\$170.00~~ ~~\$156.00~~ ~~\$200~~ towards the purchase of required safety boots or an annual voucher of \$90.00 toward the purchase of required safety shoes for each employee in classifications required to wear protective safety boots or shoes while performing the assigned tasks.

The classifications described in this Section are listed in Appendix B under the heading, "Section 10.6.1 Safety Boot/Show Allowance." Appendix B shall be attached to and incorporated into this agreement as "Appendix B Safety Equipment and Safety Uniforms, County Issued Uniforms, Uniform Allowance, and Safety Boots/Shoes Allowance." *Note: Include on the Appendix for boot/shoe vouchers, "Extra-help Events Aide and Park Aide employees shall have the option once in each two-year period to receive a voucher toward the purchase of safety boots/shoes."*

In the event the County determines that additional classifications must wear protective safety boots or safety shoes, the parties agree to add those classifications to Appendix B.

10.6.710.6.8 Special Provisions – Uniforms, ~~Work Clothes,~~ And Safety Boot/Shoe

Employees must be employed a minimum of six (6) months to be eligible for any replacement benefits listed in Sections 10.6.2-10.6.4.

Each employee issued prescribed uniforms, ~~work clothes~~ allowance, safety boot/shoe voucher or safety apparel shall ~~be expected to wear~~ and use possess all items required for the employee's specific work assignment. Any employee not in conformance with Section 10.6 may be subject to discipline and/or withholding of allowance payments.

Any employee who terminates employment with the County must return all uniform and safety apparel items to the County except safety boots/shoes (no rubber boots) and prescription safety glasses.

10.6.810.6.9 Park Ranger III – Protective Vests

If an employee in the affect classification purchase a Class II protective vest and legislation passes (which requires mandatory issue be the department upon request), the County shall reimburse the employee upon request and presentation of the original receipt. If reimbursement is given, the County shall not pay for another issue of a Class II protective vest before expiration of the warranty.

ARTICLE 11: STAFF DEVELOPMENT

11.1 Staff Development & Training

11.1.1 Staff Development – Quality

Within available resources, the County will provide the maximum in quality staff development. County participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.

11.1.2 Staff Development – Determination of Training Needs

The County and the Union agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

11.1.3 Staff Development – Resources

Resources for staff development include Departmental In-service Training Funds, Continuing Education Leave and Departmental Travel Funds, employee-paid training expenses, and Staff Development Benefit Allowance.

11.1.4 Continuing Education – Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's appointing authority.

11.1.5 Continuing Education – Leave

When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the 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. This provision will be applied as consistently as possible and will not be unreasonably denied. Continuing Education leave shall be considered as time worked.

11.1.6 In-Service Training – Program

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit 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 request by employees should be based on the following criteria:

- a) 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.
- b) 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.

11.1.7 In-Service Training – Payment

There are three ways the expenses of the program might be paid. By the County – Expenditures for travel, meals, lodging, registration and other items included annually within the department budget. By other public or private agencies – occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations. By the individual employee – 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. In-service training time shall be considered as regular hours worked. When more than one employee within a department 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 above, the department head shall establish an attendance list based on the priority order of:

- a) Prior identified training needs.
- b) Prior attendance at similar courses.
- c) Seniority (continuous service) for purposes of this Subsection 11.1.7 seniority (continuous service) shall be defined as in-service hours from the date of appointment in the respective department.

11.2 Staff Development Benefit Allowance Program

~~Due to the unavailability of funds, effective July 1, 2010 the Staff Development Benefit Allowance (described in Article 11.2 – 11.2.3) is suspended for fiscal year~~

~~2010-2011. During this period this benefit will not be funded and reimbursement will not be made by the County.~~

~~The side letter between SEIU and County on Staff Development for fiscal year 2010-2011 is attached and incorporated by this reference to this MOU. (See Appendix D)~~

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with IRS regulations, based on the County's Staff Development Benefit Allowance Program Administrative ~~Manual. Plan Document.~~

Full-time and part-time (.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development Benefit Allowance.

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 ~~Manual. Plan Document.~~

11.2.1 Staff Development Benefit Allowance – Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

<u>Bargaining Unit</u>	<u>Full time</u>		<u>3/4 time</u>		<u>Part time</u>	
	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>
Non-supervisory (0001,5,10,25)	\$500	\$250	\$500	\$250	\$250	\$100
Non-supervisory (0080)	\$600	\$400	\$600	\$400	\$300	\$200
Supervisory (0095)	\$650	\$400	\$650	\$400	\$325	\$200

Carry-over funds shall not be cumulative from year to year.

~~Supervisors in bargaining unit 95 may use up to \$175 of these funds towards the purchase of a Personal Data Assistant (PDA) once every two years. Up to \$175 of the Staff Development funds may be used towards reimbursement for the purchase of computer hardware and mobile devices once every two 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 the 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) 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 reimbursement for computer hardware and mobile devices must be outlined and approved in the employees' annual Professional Development Plan or proposal and will be considered together with other staff development training and educational priorities required by the department head. Taxability of this benefit allowance is strictly administered under the provisions of the Internal Revenue code, as outlined in the County's Staff Development Benefit Allowance Program Administrative Manual.

No employee shall work overtime by using the computer hardware or mobile device before or after regular scheduled work time or on non-work days unless the work is authorized as described in Section 7.14 of this MOU by the employee's designated supervisor.

Pro-rated Benefits-Computer Hardware, and Mobile Devices

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware, and mobile devices made within one year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware or mobile device or return it to their department in good condition.

11.2.2 Wellness Benefit

Up to ~~\$200~~\$100 of the total annual maximum Staff Development Benefit Allowance allowed under Section 11.2.1 is available for wellness related taxable expenses, such as reimbursement of regular physical 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 ~~Manual~~Program Document.

11.3 Non-Arbitrability

Article 11 herein is not arbitrable. However, Article 11 is grievable and subject to mediation. The parties agree that the County will track denials for this unit for one year in which funds are available to determine whether this appeals process should be renegotiated during the next successor MOU bargaining cycle.

ARTICLE 12: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

12.1 Active Employee Health Plans

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

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or 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 ~~12.2.8~~12.2.6 regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (As defined in each plan document/summary plan description):
 - Either the employee's spouse or domestic partner; or
 - A child based on your plan's age limits or a disabled dependent child regardless of age.

12.2 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 the first full pay period~~within the first 30 days following ~~employment-date of appointment-hire to 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 initial eligibility, hire~~enrollment.

12.2.1 County Offered Medical Plan(s)

~~There are three medical plans in addition to the HMOs described in Section 12.2.2.~~Effective June 1, 2013, the County will offer three medical plans: ~~the~~ County Health Plan PPO, County Health Plan EPO, and ~~Kaiser HMO (\$10 co-pay) plan, and United Health Care High Deductible Health Plan (HDHP).~~ The benefit provisions, ~~co-payments and deductibles of each plan~~ are outlined in the ~~Plan's~~ Summary Plan Description or Evidence of Coverage ~~as of June 1 of each coverage year.~~

~~12.2.2 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
United Health Care Office Visit	\$10
United Health Care Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

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

12.2.2 County Contribution Toward Active Employee Medical Benefits

~~Effective June 2, 2009, the~~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 ~~12.2.8~~12.2.6.

12.2.3 Dental Benefits

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

The employee contribution(s) ~~will be:~~

~~Effective June 2, 2009: Employee Contribution: is \$13 per pay period (\$28.26 per month).~~

~~The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section ~~12.2.8~~12.2.6.~~

12.2.4 Vision Benefits

The County ~~will provide offers~~ vision and computer vision care benefits to full-time active employees and their dependent(s) with no employee contribution. ~~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 ~~12.2.8~~12.2.6. Benefits provisions, co-payments and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

~~12.2.5~~ Computer Vision Care Benefit

~~The County will offer a Computer Vision Care (CVC) benefit. Full and part-time employees who are assigned to use a computer for twenty hours per week or more on an ongoing basis, as a part of their regular job assignment, will be Only employees who are enrolled in vision benefits in accordance with Section 12.2.5 (Vision Benefits), who are required to spend a significant portion of their work day on a computer are eligible for the CVC benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.~~

~~Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.~~

12.2.5 Life Insurance

The County shall offer, ~~at no expense to the employee,~~ a basic term life insurance plan in the amount of \$10,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more) with no employee contribution. The life insurance coverage amount for employees in the supervisory bargaining unit will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase, through payroll deduction, dependent coverage of \$5,000 for each eligible dependent.

~~Benefits provisions are outlined in the Summary Plan Description or Evidence of Coverage Schedule of Insurance or Group Insurance Policy. For all other plan benefits and provisions, refer to the insurance policy document.~~

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 12.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. ~~If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits.~~ Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

12.2.6 Part-Time Employees – Health Benefits

Part-time employees in allocated positions of 32 hours or more biweekly (.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime and including periods of qualified FMLA and CFRA leaves without pay.

12.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the pay period beginning on March 19, 2013, all eligible full and part-time employees as defined in Article 3.2, enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above eligibility criteria, the County will contribute the amount specified in the table below, per pay status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis in accordance with Section 12.2.6.

	<u>Effective 3/19/2013 – 8/14/2014</u>		<u>Effective 8/15/2014 - 5/11/2015</u>		<u>Effective 5/12/2015 – 10/31/2015</u>	
<u>Coverage Level</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Pay Status Hour</u>	<u>Monthly Equivalent</u>
<u>EE +1</u>	<u>\$.58</u>	<u>\$ 100</u>	<u>\$.71</u>	<u>\$ 124</u>	<u>\$.97</u>	<u>\$ 169</u>
<u>EE + 2</u>	<u>\$ 1.73</u>	<u>\$ 300</u>	<u>\$ 2.30</u>	<u>\$ 400</u>	<u>\$ 2.67</u>	<u>\$ 465</u>

Benefit eligibility and Access to reimbursement under the HRA Plan will become effective June 1, 2013. County contributions pursuant to this article will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependent(s) as defined under Internal Revenue Code Sections 105 and 106.

HRA contributions made pursuant to this article are separate and apart from HRA contributions and benefit eligibility criteria for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 13.3. The parties agree that the health benefits in this Article 12 are available only to active employees. When this MOU ends on October 31, 2015, the parties agree that the health benefits in this Article 12 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 prior to the effective date of Section 12.2.7.

12.3 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.

Upon Union request, the County will meet and confer with the Union regarding any substantive changes to the Employee Assistance Program.

12.4 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 shall meet and confer with the Union. In accordance with existing practice, this Section 12.4 is neither grievable nor arbitrable.

12.5 Short-Term Disability

SEIU makes available an optional short-term disability benefit program with premiums fully paid by the employee. The County shall deduct applicable premiums for coverage through payroll deductions. 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 as requested to 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.

12.6 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. The Plan document can be found at:

<http://hr.sonoma-county.org/content.aspx?sid=1024&id=1223>

~~Benefit eligibility begins after 60 calendar days of disability. The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave.~~ Employees eligible to received LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

12.6.1 Long-Term Disability Claims Dispute

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

12.7 Workers' Compensation Claims Dispute

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this memorandum.

12.7.1 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 biweekly base salary as follows:

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

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

12.8 Medical, Dental, & Vision Benefits – LWOP Or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

12.9 Medical, Dental, & Vision Benefits – Medical Or Pregnancy Disability

When an employee exhausts all but 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, [the HRA described in Section 12.2.7](#), and LTD benefits for a period not to exceed 13 pay periods per disability. Beginning with the 14th pay period, the employee will be entitled to continued coverage [through COBRA Continuation of Coverage and is responsible for making a timely election and by paying the COBRA premiums by the due date.](#) ~~full cost of the insurance premiums.~~ Prior to the exhaustion of the 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 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 status for at least 50% of the employee's allocated full-time equivalent as specified in this Section 12.9 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the 13 pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below 50% of the allocated full-time equivalent. The County's 13 pay period leave without pay benefit entitlement shall run concurrent [with](#) FMLA/CFRA/CPDL. The

employee's ~~18-month~~ entitlement under COBRA law ~~shall begins~~ when ~~FMLA has been exhausted and~~ the employee ~~is no longer eligible for a County contribution toward medical benefits.~~ ~~goes on an unpaid leave which is less than 50% of the employee allocated hours.~~ When ~~an the~~ employee returns to ~~work and has at least 50% of the employee's~~ allocated full-time equivalent in pay status, ~~eligibility for a County contribution toward health benefits is regained.~~ ~~Benefit coverage begins the first of the following month.~~ ~~in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the 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 50% of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.~~

12.10 Continuation Of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 12.8 (Medical, Dental & Vision Benefits – LWOP or Unpaid Absence), Subsection ~~17.11.1~~ 17.12.1 (Leaves – Stipend Education Leave – Health Benefit Continuation), and/or Section 12.9 (Medical, Dental & Vision Benefits - Medical or Pregnancy Disability) above, must notify the 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 Without Pay 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, 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 1st of the month following return to pay status.~~

12.10.1 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 prorated basis, as defined in Section ~~12.2.8~~ 12.2.6. For pay periods with no pay status hours, proration shall be based on the employee's FTE or the average pay status hours in the 6 pay periods preceding the first day of leave without pay, whichever is greater. Part-time employees shall be entitled to participate in long-term disability as specified in Section 12.6 (Long-Term Disability).

12.10.2 COBRA

The County ~~will continue to provide~~ insurance continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable

subsequent amendments or revisions where applicable. ~~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.~~

12.11 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.

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

Health Flexible Spending Account

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

Dependent Care Assistance Program

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

All of ~~these the above~~ 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.

~~12.12 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.~~

12.12 Extra-Help Employees

Only benefits required by law and the following sections of Article 12 apply to extra-help employees: 12.4 (Malpractice Coverage), 12.7 (Workers' Comp-Claims dispute), 12.10.2 (COBRA), Sections 12.12.1 through 12.12.7 (Extra-Help Employees – Medical Benefits), ~~12.14~~12.13 (Plan Documents and Other Controlling Documents), ~~12.7 (Workers' Comp-Claims dispute)~~, ~~12.10.2 (COBRA)~~, ~~Sections 12.13.112.12.1 through 12.13.712.12.7 (Extra-Help Employees – Medical Benefits)~~.

12.12.1 Extra-Help Employees – Medical Benefits

Extra-help employees shall have access to a medical plan. ~~with optical coverage.~~

~~Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility. Effective June 1, 2013, the County will offer the same Kaiser HMO medical plan to eligible extra help employees and their eligible dependent(s) as is provided to regular employees as described in Article 12.2.1.~~

12.12.2 Medical Benefits – Extra-Help Employees: Eligibility

Employees who meet the following criteria will be eligible to begin payroll deductions once all four criteria are met:

- Employed by the County for at least 11 consecutive pay periods, and
- Worked at least 440 hours, and
- Worked at least 160 hours in the previous 4 pay periods, and
- Must generally work at least 40 hours per pay period.

12.12.3 Extra-Help Employees: Contribution ~~Rates~~ For Medical Plan

Effective with the first premium due, ~~in the month following the effective date of this agreement,~~ the County contribution shall be up to \$400 per month.

Pro-ration shall be as follows:

1. For each pay period in which the extra-help employee works 40 or more hours, the full County contribution will be paid.
2. For each pay period in which the extra-help employee works more than 20 but fewer than 40 hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.
3. For each pay period in which the extra-help employee works fewer than 20 hours, no County contribution will be made.

Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.

The employee ~~shall pay the balance of the~~ premiums shall be paid through by pre-tax payroll deduction as allowed by IRS Code Section 125.

12.12.4 Extra-Help Employees: Continued Coverage And Conditions For Regaining Eligibility For Medical Plan

An extra-help employee who is enrolled in the medical plan who fails to work at least 20 hours in any pay period in which a premium deduction was due, will be eligible to contribute toward the medical coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available to fully cover the deduction. Premium payments not paid by payroll deduction will be due in the ACTTC's Payroll Office by the last day of the pay period in which there were insufficient hours worked. A \$25 late fee will apply for each payment not received by the due date.

Premium payments not paid by payroll deduction but paid directly to the ACTTC's Office may be continued for a maximum of three (3) months or upon the exhaustion of any approved CPDL, CFRA, or FMLA benefit period, whichever is later.

- a) Employees who choose to pay timely premiums directly to the ACTTC's Office by cash or check without a lapse in coverage shall resume premium payment by payroll deduction on the first available

pay date following their last cash premium payment without a lapse in coverage.

- b) Employees who choose to lapse their coverage during a period of absence may do so by notifying the ACTTC's Payroll Office in writing no later than 7 days after the premium due date. Coverage will be lost for the months not paid. Premium payment by payroll deduction shall restart on the first pay date of a month with sufficient funds to cover the cost of premiums due and shall continue until discontinued by a written cancellation notice, non-payment of premiums, a temporary lapse in coverage in accordance with this Section, or separation from employment. Coverage will not restart until a full month's premiums are paid in full.
- c) Employees may choose to cancel their coverage by completing the appropriate forms.
- d) Employees who fail to make any of the above elections or who fail to pay premiums when due shall receive one notice of payment due and shall have their coverage canceled for failure to respond.
- e) The County reserves the right to cancel an employee's active coverage if the employee lapses coverage more than three times, or a similar frequency that is determined to be an administrative burden.

Employees who choose option (c) or are canceled under item (d) or (e) must wait until the next open enrollment period to re-enroll.

An employee who loses coverage under this Section may be eligible to elect COBRA continuation of coverage if he or she is no longer eligible to pay premiums directly to the ACTTC's payroll division.

The failure to pay premiums or the election to lapse or cancel coverage are not COBRA qualifying events.

12.12.5 Extra-Help Employees: Medical Plan – Dependent Coverage

Covered employees may purchase dependent coverage for eligible dependents at their own expense through pre-tax payroll deduction as allowed by IRS Code Section 125.

12.12.6 Extra-Help Employees: Enrollment In Medical Plan

Approximately 2 months prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has 21 calendar days to complete and submit the enrollment forms. If coverage is waived upon initial eligibility, election to participate in the medical plan can only be made during an annual open enrollment period designated by the County or as required by law.

12.12.7 Extra-Help Employees: Medical Benefits & Family And Medical Leave Act (FMLA), California Family Rights Act (CFRA), Or California Pregnancy Disability Leave (CPDL)

Eligible extra-help employees who are off work on an FMLA or CFRA qualifying leave shall receive a County contribution toward medical insurance equal to the average amount received in the two pay periods immediately preceding the first pay period of eligible leave. Employees must pay their share of the medical benefits in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra-Help FMLA/CFRA Request for Leave form along with appropriate medical documentation with their department. Upon approval, the leave form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office.

An employee who is eligible for this continued benefit shall notify the ACTTC's payroll division of the employee's intent to continue insurance coverage no later than five (5) County business days after the first day of the leave.

To ensure 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 for which premiums were due. If the employee fails to pay the premium by the last day of the pay period, 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 ~~by the end of the second pay period~~ within 30 days of the first due date, the employee's continued medical insurance shall be terminated

~~Premium deductions will not be restarted until the 1st of the month following return to a regular schedule of 40 or more hours biweekly, with coverage reinstated the first of the month following payment of a full months premiums. The employee will not regain eligibility until he or she has worked four (4) consecutive pay periods with 40 or more hours worked in each. Under no circumstances will the County be obligated to pay premiums for dependent coverage.~~

12.13 Plan Documents And Other Controlling Documents

While mention may be made herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. Plan documents are available on line at the following location:

http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf

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.

12.14 Labor Management Meetings – Health Benefits

Through the term of this Memorandum, upon Union request, the County and representatives of the Union, not to exceed four (4) in number, shall meet quarterly at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee union representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 21 (Grievance Procedure), to meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

~~12.15 Voluntary Retiree Medical Benefit Programs~~

~~In accordance with Government Code Section 3505.4, the County may propose to develop with the Union 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).~~

12.15 State Disability Leave Study

The Union and the County request the Joint Labor Management Benefits Committee to study the pros and cons of State Disability Insurance and to produce a written recommendation to all bargaining units by the end of 2013.

ARTICLE 13: MEDICAL BENEFITS FOR FUTURE RETIREES

13.1 Retiree Medical Coverage

- A. ~~Effective June 1, 2009,~~ An eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in Section 13. 2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and

his or her dependents cannot be covered by more than one County-offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

Either the retiree's spouse or domestic partner, or

Child based on your plan's age limits or a disabled dependent child regardless of age.

B. An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage for themselves and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of such loss of other coverage, or
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in 4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in 13.1 B above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

13.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

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

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.

- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off and Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 13.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 13.3 (County Contribution toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution #08-0712, Article 16.4 D, adopted by the Board of Supervisors on August 19, 2008.

C. Additional Dependents

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

13.3 County Contribution Toward Retiree Medical Plans – Employees Hired On Or After January 1, 2009 – Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off and Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 13.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance:

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations and maximums as stipulated by law, however, federal regulations at this time do not permit the inclusion of expenses for domestic partners.

4) Survivors Of Eligible Retirees With Account Balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- b. Domestic partners are not permitted access to the account balances of the participant at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance:

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under Section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.4 Surviving Dependent – County Contribution, effective June 1, 2009, For Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 13.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the county contribution.

13.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 13.3), eligible surviving dependents may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.6 ~~Continued Discussion of Retiree Medical Savings Options~~

~~The County and the Union agree to meet and discuss potential options related to retiree medical either solely, or in conjunction with other Sonoma County employees during the term of this contract but no sooner than January 10, 2010. Representatives of the Union and County shall be limited to 3 each.~~

~~The Union's agreement to meet and discuss the above issues does not supersede or affect in any way the Union's or County's right to bring proposals on these subjects to negotiations for a successor MOU.~~

ARTICLE 14: HOLIDAYS

14.1 ~~Holidays – Scheduled~~ Paid

~~Paid holidays shall be authorized for only full-time and part-time employees. To be entitled to pay for such holidays, an employee must be in pay status. The County shall provide full-time and part-time County employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the holiday. Scheduled holidays are as follows:~~

- (1) New Year's Day, January 1*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) President's Day, the third Monday in February
- (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 11*
- (9) Thanksgiving Day, as designated by the President*
- (10) The day following Thanksgiving Day*
- (11) Christmas Day, December 25*
- (12) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

* Date Specific Holidays

~~14.2 Holidays – Floating and Holiday Eve~~

~~14.2 Holidays – Floating and Christmas Eve or New Year's Eve~~

~~14.2.1 Holidays – Floating~~

~~In lieu of an additional holiday, each full-time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July, will be granted 14 hours compensatory time. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Section 14.5. Neither Section 14.3 nor 14.4 applies to this Section (14.2).~~

~~14.2.2 Holiday Eve~~

~~In lieu of a Christmas or New Year's eve holiday, each full-time employee who is in pay status on the last scheduled working day of June and the~~

~~first working day of July, will be granted 3 hours compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full time employees, each part time employee shall be entitled to a prorated number of hours as defined by Section 14.5. Neither Section 14.3 nor 14.4 applies to this Section (14.2).~~

14.2 Holidays – Observed

If a ~~scheduled~~-date-specific holiday listed in Section 14.1 falls on a Saturday, the proceeding Friday shall be the County observed holiday. If a ~~scheduled~~-date-specific holiday listed in Section 14.1 falls on a Sunday, the following Monday shall be the County observed holiday. All other ~~date-specific scheduled~~-holidays listed in Section 14.1 shall be observed on the date specified in Section 14.1.

14.2.1. Elimination Of Former Sections 14.2.1: Holidays – Floating and 14.2.2: Holidays – Floating Christmas Eve or New Year’s Eve

The parties agree that the elimination of Sections 14.2.1 and 14.2.2 of this Article 14 will be implemented effective March 19, 2013, or concurrently with implementation of the provisions included in Salary Resolution of Intent; Resolution Number 12-0398, whichever date comes later.

The parties agree that the 2013-2015 MOU shall include a new Section 14.2.1 which shall read,

14.2.1 Previously Accrued Floating Holidays/Christmas Eve/New Year’s Eve

Hours accrued prior to the elimination of former Sections covering Holidays – Floating and Holidays-Floating Christmas Eve or New year’s Eve will remain in the Compensatory Bank. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the County.

14.3 Holidays – Compensation For

14.3.1 Holidays – Compensation – Full-Time – Employees Not Scheduled To Work

A full-time employee, whose assigned work schedule does not include either ~~neither~~ the ~~date-specific~~ holiday or the ~~scheduled-observed~~ holiday ~~nor the observed holiday~~, shall ~~elect to receive 8 hours of compensatory time or 8 hours paid holiday~~ observe the holiday (and not work) on one of the employee’s regularly scheduled work days during the same pay period as the County observed holiday. All other full-time employees whose regular assigned work schedule includes ~~either~~ the ~~scheduled-date-~~

specific holiday or the observed holiday shall receive their regular 8 hours pay at their base hourly rate of pay. This paid holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.3.2 Holidays – Compensation – Working On A Date Specific Holiday

The County shall compensate an employee who actually works on either the ~~scheduled~~ date-specific holiday or the County observed holiday listed in Section 14.1 at the overtime rate. ~~shall be entitled to overtime compensation for the hours actually worked.~~

14.3.3 Holidays – Compensation – Working On Both A Date Specific Holiday And The County Observed Holiday

The County shall compensate an ~~An~~ employee who works on both a date specific ~~scheduled~~ holiday and the related County observed holiday listed in Section 14.1 at the overtime rate for one holiday and at straight time based on the employee's base hourly rate of pay for the other holiday. ~~The employee shall elect which day will be compensated at overtime. However,~~ Unless required by law, only one day shall be paid at the overtime rate of pay.

14.3.4 Holidays – Compensation – Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday as required by Section 14.1. ~~pay status days before or after a holiday for the purpose of receiving holiday pay.~~

14.4 Holidays – Part-Time Employee Pay

For each holiday listed in Section 14.1, each part-time employee shall receive holiday pay equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paypaid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in paypaid status (excluding the holiday benefit). This holiday pay shall not exceed 8 hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period. "Ongoing work schedule" for purposes of this Section shall mean an average of the two pay periods immediately preceding the holiday. 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 paypaid 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 proration of benefits until used in a later pay period.

14.5 Holidays – Extra-Help Employees

Extra-help employees are not covered by this Article 14 except for the provisions of Subsection 14.3.2 above.

ARTICLE 15: VACATION

15.0 Implementation Of Sections 15.8 and 15.9(d)

The parties agree that the changes to sections 15.8 and 15.9(d) will be implemented effective March 19, 2013 or concurrently with implementation of the provisions included in Salary Resolution of Intent: Resolution Number 12-0398, which ever date comes later."

15.1 Vacation Accrual

Each employee other than extra-help shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than specified in Sections 15.3 and 15.4.

15.2 Vacation – Accrual – Part-Time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

15.3 Vacation – Accrual Rates – Non-Supervisory Unit

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the following table:

YEARS OF COMPLETED FULL TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS	
0 through 2	0.0 to	4174.2	3.07	280
2 through 3	4174.3 to	6261.4	3.68	280
3 through 4	6261.5 to	8348.5	3.99	280
4 through 5	8348.6 to	10435.6	4.29	280
5 through 10	10435.7 to	20871.2	4.60	280
10 through 15	20871.3 to	31306.8	5.83	280
15 through 20	31306.9 to	41742.4	6.44	280
20 through 25	41742.5 to	52178.0	7.05	280
25 or greater	52178.1 or more	7.36	7.36	280

Upon implementation of the Human Resources Management System (HRMS), the following table shall apply:

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE		RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to	4,173	3.07 <u>3.72</u>	280
2 through 3	4,174 to	6,260	3.68 <u>4.33</u>	280
3 through 4	6,261 to	8,347	3.99 <u>4.64</u>	280
4 through 5	8,348 to	10,434	4.29 <u>4.94</u>	280
5 through 10	10,435 to	20,870	4.60 <u>5.25</u>	280
10 through 15	20,871 to	31,305	5.83 <u>6.48</u>	280
15 through 20	31,306 to	41,741	6.44 <u>7.09</u>	280
20 through 25	41,742 to	52,177	7.05 <u>7.70</u>	280
25 or greater	52,178 or	more	7.36 <u>8.01</u>	280

15.4 Vacation – Accrual Rates – Supervisory Unit

Each employee in the General Supervisory Bargaining Unit who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Inservice hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximums indicated in the table below. No employee promoted to a supervisory position shall have his or her maximum accumulation of vacation hours reduced as a result of the promotion.

YEARS OF COMPLETED FULL TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE		RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0.0 to	4174.2	3.07	360
2 through 3	4174.3 to	6261.4	3.68	360
3 through 4	6261.5 to	8348.5	3.99	360
4 through 5	8348.6 to	10435.6	4.29	360
5 through 10	10435.7 to	20871.2	4.60	360
10 through 15	20871.3 to	31306.8	5.83	360
15 through 20	31306.9 to	41742.4	6.44	360
20 through 25	41742.5 to	52178.0	7.05	360
25 or greater	52178.1 or	more	7.36	360

~~Upon implementation of the Human Resources Management System (HRMS), the following table shall apply:~~

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE		RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to	4,173	3.07 <u>3.72</u>	360
2 through 3	4,174 to	6,260	3.68 <u>4.33</u>	360
3 through 4	6,261 to	8,347	3.99 <u>4.64</u>	360
4 through 5	8,348 to	10,434	4.29 <u>4.94</u>	360
5 through 10	10,435 to	20,870	4.60 <u>5.25</u>	360
10 through 15	20,871 to	31,305	5.83 <u>6.48</u>	360
15 through 20	31,306 to	41,741	6.44 <u>7.09</u>	360
20 through 25	41,742 to	52,177	7.05 <u>7.70</u>	360
25 or greater	52,178 or	more	7.36 <u>8.01</u>	360

15.5 Vacation – Credit Upon Reappointment

Each employee with ~~10435.6~~ (10,435, ~~effective with HRMS~~) in-service hours (five or more years) who resigned in good standing and is reappointed within two years shall be credited with ~~4174.2~~ (4,174, ~~effective with HRMS~~) hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in Sections 15.3 or 15.4 above) that the employee occupied when laid off.

15.6 Vacation – Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

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 the remaining months of the year.

15.7 Vacation – Payment For Unused

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

15.8 Vacation – Buyback

Effective with the pay period beginning March 19, 2013, this Vacation Buyback provision shall be eliminated from the MOU, and represented employees shall no longer be entitled to request and receive vacation buyback payments.

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

The side letter between SEIU and County on MTO for fiscal years 2010-2011 and 2011-2012 is attached and incorporated by this reference to this MOU. (see Appendix E)

15.9 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 200 hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of ~~10435.6~~ (10,435, ~~effective with HRSMS~~) 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 ~~10435.6~~ (10,435, ~~effective with HRMS~~).

The additional vacation purchased is subject to the follow guidelines:

- (a) Purchased vacation must be taken before accrued vacation in Articles 15.3 and 15.4.
- (b) Purchased vacation is subject to the maximum accumulation limits and usage in Articles 15.3 and 15.4.
- (c) Purchased vacation is subject to the same provisions in Article 15.6.
- ~~(d) Purchased vacation leave is not eligible for buy back, Article 15.8, and purchased vacation balances will not be included in 80 hour remaining vacation balance requirement in Article 15.8.~~
- (d) Purchased vacation hours when taken as time off will not be included in pay status hours for the purposes of shift pay and premium pay.
- (e) Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

15.10 Vacation Purchase Plan – Part-Time Employees

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

15.11 Vacation – Extra-Help Employee Exclusion

Extra-help employees are not covered by this Article 15.

ARTICLE 16: SICK LEAVE

16.0 Implementation of Article 16

The parties agree that the changes to Article 16 will be implemented effective March 19, 2013 or concurrently with implementation of the provisions included in Salary Resolution of Intent: Resolution Number 12-0398, which ever date comes later."

16.1 Sick Leave – Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.68 in-service hours for each completed eighty-hour pay period of service. This accrual rate shall be reduced proportionally by 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 benefits shall be governed by the same rules and regulations applicable to full-time employees.

16.2 Sick Leave – Usage

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

- 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) during a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child, when a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider, she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons;
- d) 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 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, step parent, a legal guardian, or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include parent-in-law). Sick leave under this paragraph shall not exceed 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.

16.3 Sick Leave – ~~Affirmation~~ Required Documentation

A signed ~~medical certification~~ ~~affirmation~~ for sick leave may be required for each use of such sick leave. Reasonable medical ~~certification~~ ~~evidence~~ of incapacity, on forms approved by the County, may be required for sick leave use of 48 hours or less duration and shall be required for sick leave use of more than 48 hours duration.

16.4 Sick Leave – Conversion – ~~At Regular Retirement~~

Each ~~an~~ employee ~~who~~ ~~separating~~ ~~es~~ 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 amending Ordinance No. 3807 to include eligible employees in the bargaining units represented by the Union under the provisions of the Ordinance. The provisions of this Section shall not be used in conjunction with Section 16.5 of this MOU.~~

~~16.4.1 Sick Leave – Conversion – Annual~~

~~Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time, as indicated on the chart below.~~

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
40.01 or more	none

~~A balance of 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.~~

16.5 Sick Leave – Distribution At Death Or Layoff ~~Payoff~~

~~The County shall pay each employee who separates from County service voluntarily or by death or layoff, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such the employee's base hourly pay.~~

16.6 Sick Leave – ~~Payoff~~ Distribution At Disability Retirement

~~The County shall pay each~~~~Each~~ employee separated from County service by a disability retirement ~~for disability shall be entitled to payment~~ at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation. 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.

16.7 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 16.4, the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay.

ARTICLE 17: MISCELLANEOUS LEAVES OF ABSENCE

17.0 Implementation of Sections 17.1 and 17.14

The parties agree that the changes to sections 17.1 and 17.14 will be implemented effective March 19, 2013 or concurrently with implementation of the provisions included in Salary Resolution of Intent: Resolution Number 12-0398, which ever date comes later."

17.1 Leaves of Absence Without Pay Usage Reference Table

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

Paid leave required to be used before leave without pay (LWOP) is approved.					
MOU Section	Event	Sick	Vacation	CTO	Comment
	<u>Section 16.2 (a) During the employee's own incapacity due to illness or injury.</u> Employee's own illness or injury	Yes. <u>You may keep 40 hrs.</u>	No	No	
	Employee's pregnancy disability <u>Section 16.2 (b) During the time needed by the employee to undergo medical or dental treatment or examination.</u>	Yes. <u>You may keep 40 hrs.</u>	No	No	
	Illness/injury of a relative (as qualified in Section 16.2) <u>Section 16.2 (c) When a woman employee is disabled by pregnancy.</u>	Yes. <u>You may keep 40 hrs. (refer to Section 16.2(d))</u>	Yes <u>No</u>	Yes <u>No</u>	May keep 40 hrs. <u>Any combination of Vac. & CTO</u>
	<u>Section 16.2 (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 parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her.</u> Illness/injury of a relative as defined in FMLA/CFRA* (not Art. 16.2 qualified in Section 16.2)	No <u>Yes. You may keep 40 hrs. (refer to Section 16.2(d))</u>	Yes	Yes	May <u>You may keep 40 hrs. hours in any</u> <u>Any combination of Vacation & CTO</u>
	Education Leave <u>Section 17.11 Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)</u>	No	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
	<u>Section 11.1.5 & 17.12 Education Leave</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>Must use all Vac. & CTO</u>

~~Paid leave required to be used before leave without pay (LWOP) is approved.~~

MOU Section	Event	Sick	Vacation	CTO	Comment
	Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

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

17.2 Leaves – Compassionate

With respect to this provision, the term “spouse” shall also include domestic partners, and the term “parent” is as defined in Section 16.2-~~d(d)~~. A full-time employee may be granted up to 32 hours of leave with pay, in the event of death of ~~(a) any of the following relatives of the employee’s:~~ spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, ~~brother-in-law, sister-in-law,~~ parent ~~or parent of the employee’s spouse,~~ grandparent, great-grandparent, grandchild, or person who served as a parent to the employee when the employee was a minor, ~~or (b) the parent of the spouse of the employee.~~ Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave.

Part-time employees shall be eligible for a pro-rated compassionate leave benefit that is computed by multiplying the total normal biweekly hours by .40 (e.g.: 40 hrs. x .40 for half-time employees = 16 hrs.) Ongoing work schedule for purposes of this Section shall mean an average of the two pay periods immediately preceding the need for compassionate leave or the employee’s normal biweekly allocation of hours, whichever is greater.

17.3 Leaves – Court

17.3.1 ~~Leaves~~ Court Leave – Response To Subpoena

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 hourly 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 is outside the employee’s assigned work schedule shall not be paid. If an employee’s obligation as a witness expires on any workday

with time remaining on the employee's work schedule, the employee will be obligated to return to work.

17.3.2 ~~Leaves~~ Court Leave – Line Of Duty

These provisions do not apply to employees whose court appearances are in the line of duty.

17.3.3 ~~Leaves~~ Court Leave – Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to court under circumstances in Subsection 17.3.1 above, qualify under this Subsection (17.3.1).

17.4 Leaves – Jury Duty

17.4.1 ~~Leaves~~ Jury Duty – Summons

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 with full pay 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 service as a juror.

17.4.2 ~~Leaves~~ Jury Duty – Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to ~~Jury Duty~~ jury duty qualify under Subsection 17.4.1.

17.5 Leaves Of Absence – 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.

17.6 Leaves – Time Off For Voting

If ~~a veteran an employee~~ does not have sufficient time outside of working hours to vote ~~at in~~ a statewide election, the ~~voter-employee~~ may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the ~~voter-employee~~ to vote.

No more than two (2) hours taken off ~~work~~ for voting shall be with pay. The time off for voting shall be 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, unless otherwise mutually agreed in advance by the employee and the employee's supervisor.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this Section (17.6).

Not less than ten (10) days before every statewide election, ~~every employer the County~~ shall keep posted conspicuously at ~~the place of work~~ County work sites, if practicable, or else where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this Section (17.6).

17.7 Leaves – 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~~ employee's supervisor at least five (5) working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (17. ~~7.6.1~~).

17.8 Leaves – Candidates For Public Office – Water Agency & SCF&E, Inc.

Any ~~appointive officer or~~ employee of the Water Agency or Sonoma County Fair and Exposition, Inc. who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's ~~appointing authority,~~ Agency Manager take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten (10) days written notice of intention to do so, specifying the dates upon which such leave shall begin and end. ~~Such officer or~~ The employee may, by further ten (10) days written notice delivered to the employee's department head, change the date upon which such leave shall end. Such leave shall not extend beyond the period of time during which ~~such officer or~~ the employee is a bona fide candidate for elective public office.

17.9 LWOP—Community Development Commission (CDC), Sonoma County Agricultural Preservation And Open Space District (SCAPOS), Water Agency & SCF&E, Inc. LWOP

17.9.1 LWOP—CDC, SCAPOS, Water Agency & SCF&E, Inc. – LWOP – General

- a) Pursuant to Section 17.1 (See Chart), ~~Employees~~ will be required to use appropriate paid leave(s) before leave of absence without pay will be granted. pursuant to Section 17.1 (See Chart).
- b) The CDC Executive Director, the General Manager of SCAPOS and the Water Agency and the Fair Manager may grant leaves without

pay, for periods not to exceed six (6) months, at the request of the employee ~~concerned~~, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the Executive Director, General Manager or Fair Manager deems appropriate.

- c) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the Executive Director, General Manager and Fair Manager.
- d) An employee may appeal to the Director of Human Resources the denial of the employee's request for leave without pay by the Executive Director, General Manager or Fair Manager, ~~to the Director of Human Resources. Such~~ An appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
- e) The decisions of the Grievance Appeals Committee on any appeals under this Subsection ~~17.8.1~~17.9.1 shall be final and binding. An extra-help or provisional employee has no appeal rights from any decision by the County under this Section (~~17.8~~17.9 [Subsections ~~17.8.1~~17.9.1 through ~~17.8.5~~17.9.5]).

17.9.2 LWOP—CDC, SCAPOSD, Water Agency & SCF&E, Inc. –
Disabilities LWOP – Work-Related Disability

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of CDC, SCAPOSD, Water Agency or Sonoma County Fair employment shall be approved by the Executive Director, General Manager or Fair Manager for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

17.9.3 LWOP—CDC, SCAPOSD, Water Agency & SCF&E, Inc. – LWOP –
Military

Requests for leave without pay for military service shall be approved by the Executive Director, General Manager and Fair Manager in accordance with applicable law.

17.9.4 ~~LWOP—CDC, SCAPOSD, Water Agency & SCF&E, Inc. – LWOP – Medical Fitness For Duty Examination~~

~~When an employee is absent due to illness, injury, or disability, the Executive Director, General Manager or Fair Manager may require that before returning to work the employee pass a medical examination prior to returning to work. Failure to pass such examination provide verification from a physician that the employee is medically able to perform his/her job responsibilities, shall result, after expiration of the employee's accumulated sick leave, in further leave with pay; leave without pay; and/or separation of the employee. Until the employee's fitness for duty is verified, the employee shall continue to use available paid and unpaid leave. Failure to provide verification of fitness for duty shall result, after expiration of the employee's accumulated sick leave, in further leave with pay, leave without pay, and/or separation of the employee. If, after the exhaustion of all available paid and unpaid leaves, the employee is medically unable to return to work, the employee will be separated from County employment.~~

17.9.5 ~~LWOP—CDC, SCAPOSD, Water Agency & SCF&E, Inc. – LWOP – Non-Grievability~~

~~This Section 17.817.9 is not grievable nor arbitrable except as stated in Subsection 17.8.1(e)17.9.1(d).~~

17.10 Leaves – Extra-Help Employees

Other than where specifically stated, extra-help employees are not covered by this Article ~~(17)~~, Miscellaneous Leaves of Absence.

17.11 Family Care & Medical Leave

17.11.1 Each eligible employee is entitled to ~~Family-unpaid Family-family care and Medical Leave~~ medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently as provided to the extent permitted by law.

17.11.2 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.

17.11.3 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:

17.11.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

17.11.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

17.11.3.3 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.)

17.11.3.4 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.)

17.11.3.5 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.

17.11.4 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.

~~17.11.3.5~~ 17.11.4.1 A eligible employee's entitlement under Section 17.11.4 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.

~~17.11.3.6~~17.11.4.2 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.

~~17.11.4~~17.11.5 Pay Status And Benefits

17.11.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee’s share of premiums payments, if any.

17.11.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.9 (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 17.11 or Section 12.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (Continuation of Health Benefits Coverage) applies.

~~17.11.5~~17.11.6 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 17 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

~~17.11.6~~17.11.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law. ~~A full-time or part-time employee with more than 12 months of County service and at least one thousand two hundred~~

~~and fifty (1,250) hours actually worked during the previous 12 month period may request up to 12 weeks of Family and Medical Leave within a 12 month period. In some circumstances, an extra help employee may be eligible for Family and Medical Leave.~~

~~Reason for the Family and Medical Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or the serious health condition of a child, spouse, parent, or the employee's own serious health condition. Child is defined as a 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. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent in law). If both parents are County employees, the aggregate Family Leave may be limited to 12 work weeks during any 12 month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to 12 weeks of Family and Medical Leave.~~

~~The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 16 upon submission of reasonable documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CFRA/FMLA entitlement.~~

~~Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 17.1 for the specific requirements.~~

~~The County shall continue its contribution towards the health plan premium for up to 12 workweeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.9 (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 17.10 or Section 12.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (Continuation of Health Benefits Coverage) applies.~~

~~If the event necessitating Family and Medical Leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 days written advance notice to the appointing authority. If the event becomes known to the employee less than 30 days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a~~

~~minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.~~

~~This provision shall be interpreted as the legal minimum Family and Medical Leave available to~~

~~eligible employees. The appointing authority may grant additional leave without pay under this Section (17.10) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 17.1, and other provisions of this memorandum.~~

~~17.11.7~~17.11.8 Notice To The County

~~17.11.7.1~~17.11.8.1 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.

~~17.11.7.2~~17.11.8.2 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.

~~17.11.7.3~~17.11.8.3 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.

~~17.11.8~~17.11.9 Medical Certification

17.11.9.1 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.

17.11.9.2 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.

~~17.11.8.1~~17.11.9.3 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.

~~17.11.8.2~~17.11.9.4 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.

17.11.10 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.

~~17.11.9~~17.11.11 Dual Parent Employment

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

~~17.11.10~~17.11.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

~~17.11.11~~17.11.13 FMLA/CFRA Procedures, Definitions, And Forms

A description of the required process and procedures to follow ~~rules~~ 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 the County Medical Leave Policy~~

~~are not subject to Article 21, Grievance Procedure, of this MOU. The provisions of this Article 17 are subject to Article 21, Grievance Procedure, of this MOU, but the County Medical Leave Policy is not subject to Article 21, Grievance Procedure, of this MOU.~~

~~17.11.12~~17.11.14 This Section 17.11 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 (17.11) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 17.1, and other provisions of this memorandum.

17.12 Human Services Department Leaves – Stipend Education Leave

17.12.1 ~~Leaves~~–Stipend Education Leave – Health Benefit Continuation

Notwithstanding the provisions of Section 12.10, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a master's degree in Social Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 12.2.~~3-2~~ (County Contribution toward Active Employee Medical Benefits) of this MOU. The employee shall make appropriate payments acceptable to the ACTTC to continue his/her portion of the premium during the leave.

17.12.2 ~~Leaves~~–Stipend Education Leave – Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational stipend leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one (1) year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of the County's contribution for the continuance of the health insurance benefit during the approved period. The ~~County Department of~~ Human Services ~~Department~~ may waive the pay back requirement under this Section in case of an employee's disability or death, or involuntary transfer of an employee's spouse out of the area.

17.12.3 ~~Leaves~~ – Stipend Education Leave – Non-Grievability

Subsection ~~17.11~~17.12 is not grievable **nor** ~~or~~ arbitrable under Article 21 of this MOU.

17.13 Leaves – 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 90 days from the last day lost by the employee.

~~17.14 LWOP – Community Development Commission – LWOP~~

~~17.14.1 LWOP – Community Development Commission – General~~

- ~~a) Pursuant to Section 17.1 (See Chart), Employees will be required to use appropriate paid leave(s) before leave of absence without pay will be granted, pursuant to Section 17.1 (See Chart).~~
- ~~b) The Community Development Commission Executive Director may grant leaves without pay, for a period not to exceed six (6) months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the Executive Director deems appropriate.~~
- ~~c) Requests for leaves without pay for periods in excess of six (6) months may also be approved by the Executive Director.~~
- ~~d) An employee may appeal the denial of the employee's request for leave without pay by the Executive Director to the Director of Human Resources. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.~~
- ~~e) The decision of the Grievance Appeals Committee on any appeals under this Subsection 17.13.1 shall be final and binding. An Extra-Help or provisional employee has no appeal rights from any decision by the County under this Section (17.13.1 through 17.13.5).~~

~~17.14.2 LWOP – Community Development Commission – Disabilities Workers Compensation~~

~~Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Community Development~~

~~Commission employment shall be approved by the Executive Director until discontinuation of disability compensation payments.~~

~~17.14.3 LWOP Community Development Commission Military~~

~~Requests for leave without pay for military service shall be approved by the Executive Director in accordance with applicable law.~~

~~17.14.4 LWOP Community Development Commission Medical Fitness For Duty Examination~~

~~When an employee is absent due to illness, injury, or disability, the Executive Director may require that before returning to work the employee provide verification from a physician that the employee is medically able to perform his/her job responsibilities. Until the employee's fitness for duty is verified, the employee shall continue to use available paid and unpaid leave. **If, after the exhaustion of all available paid and unpaid leaves, the employee is medically unable to return to work,** the employee will be separated from County employment. **Failure to provide verification of fitness for duty to pass such examination shall result, after expiration of the employee's accumulated sick leave, in further leave with pay; leave without pay; and/or separation of the employee.**~~

~~17.14.5 LWOP Community Development Commission Non Grievability~~

~~This Section 17.13143 is not grievable **nor** or arbitrable except as stated in Subsection 17.13143.1(d).~~

~~17.13.6 Leaves Extra Help Employees Community Development Commission~~

~~Other than where specifically stated, extra help employees are not covered by this Article (17).~~

~~17.15 LWOP Sonoma County Agricultural Preservation and Open Space District (SCAPOSD)~~

~~17.15.1 LWOP SCAPOSD General~~

~~a) Employees will be required to use appropriate paid leave(s) before leave of absence without pay will be granted pursuant to Section 17.1 (See Chart).~~

~~b) The SCAPOSD General Manger may grant leaves without pay, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the General Manager deems appropriate.~~

~~17.15.2 — LWOP — SCAPOSD — Work Related Disabilities~~

~~Requests for leave without pay for disabilities which are found by the State Compensation Appeal Board or the Industrial Accident Commission to be incurred as a result of District employment shall be approved by the General Manager until discontinuation of disability compensation payments.~~

~~17.15.3 — LWOP — SCAPOSD — Military~~

~~Requests for leave without pay for military service shall be approved by the General Manager in accordance with applicable law.~~

~~17.15.4 — LWOP — SCAPOSD — Medical Examination~~

~~When an employee is absent due to illness or disability, the General Manager may require that the employee pass a medical examination prior to returning to work. Failure to pass such examination shall result, after expiration of the employee's accumulated sick leave, in further leave with pay; leave without pay; and/or separation of the employee.~~

~~17.15.5 — LWOP — SCAPOSD — Non Grievability~~

~~This Section 17.XX is not grievable nor arbitrable.~~

~~17.15.6 — Leaves — Extra Help Employees — SCAPOSD~~

~~Other than where specifically stated, extra help employees are not covered by this Article (17).~~

~~17.14 — Supervisory Leave (Supervisory Unit Only)~~

~~Each fiscal year each full time employee in the Supervisory Bargaining unit (0095) who is in pay status on the last scheduled working day in June and the first scheduled working day in July shall be granted eight hours of supervisory leave, as described in 17.14 A) & B) below. Subject to the same restrictions as required of full time employees, each part time employee shall be entitled to a pro-rated number of hours based on 1/10 of an hour for each hour in pay status for the pay period that includes July 1. Extra help employees are not covered by this article.~~

~~A.) — The amount of paid leave (supervisory leave) an employee receives shall depend on the designation of each position, pursuant to Fair Labor Standards Act (FLSA) regulations. As a matter of record, the parties have accepted the County's application of FLSA designations of these positions.~~

~~B.) — Employees occupying a position designated as "Exempt" per FLSA guidelines shall receive two days (16 hours) of "Supervisory Leave" per fiscal year. The exempt positions are coded as follows by payroll:~~

~~A = Administrative~~

~~P = Professional~~

~~E = Executive~~

~~C.) Employees occupying a position designated as "Non-exempt" shall receive one day (8 hours) of "Supervisory Leave" per fiscal year. The non-exempt positions are coded as follows by payroll:~~

~~N = Non-exempt~~

~~NAW = Non-exempt Alternative Work Week~~

~~N7J = Non-exempt 7(j) exception to 40 hr work week~~

~~A.) Any accrued unused supervisory leave shall expire the last day of the last full pay period of each fiscal year and shall not be payable. Upon separation of employment any unused leave shall be forfeited and not considered as payable with other leave payoffs.~~

~~B.) Supervisory leave taken shall be requested in advance and subject to the approval of the Department Head, or Designee, and considered for approval with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange leave so that each employee will take available leave each fiscal year.~~

~~C.) Supervisory leave shall be subject to the requirements of Article 17.1, Leaves of Absence without pay usage reference table, as they apply to vacation and compensatory time off.~~

~~D.) Supervisory leave shall not be available for buyback or cash out at any time. Leave shall also be subject to forfeiture upon any changes in status or transfer to bargaining unit that is not considered eligible for Supervisory Leave.~~

~~17.15 Voluntary Time Off (VTO) Program~~

~~VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix ___), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. **This Section, 17.14, and the terms, authorization, and conditions of VTO are not grievable or subject to arbitration.**~~

~~APPENDIX ___ Voluntary Time Off Program~~

~~VOLUNTARY TIME OFF (VTO) PROGRAM~~

~~1. Purpose:~~

~~The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing~~

~~their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. This program is not intended for permanent reductions in FTEs. Employees wishing to work less than their current FTE on a permanent basis should contact their department regarding a change in their status.~~

~~2. Request Submission~~

~~a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.~~

~~b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.~~

~~3. Employee Conditions~~

~~The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:~~

~~a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.~~

~~b. VTO may be taken in increments of not less than one half hour. VTO shall be prorated for part time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).~~

~~e. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.~~

~~d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.~~

~~e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.~~

~~f. VTO shall not be available to employees on other leaves without pay.~~

~~g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates.~~

~~h. Employees on VTO may only be assigned to work overtime in case of emergencies.~~

~~4. Department Conditions~~

- ~~a. Any VTO savings will remain within the department in which the VTO is taken.~~
- ~~b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.~~
- ~~c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.~~

~~6. Communication~~

- ~~a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.~~

ARTICLE 18: MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS

18.1 Safety

18.1.1 Safety – Shared Obligation

The County is committed to providing a safe and healthy workplace for its employees. 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 or designee.

18.1.2 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.

18.1.3 Safety – Hazard Report, Action, Appeals Process

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

18.1.4 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.

18.2 Memorandum Of Understanding – Distribution

This Memorandum of Understanding is available on-line at the County's inter-net and intra-net sites. Bargaining unit members with no access to a County computer at their worksite may request a copy of the MOU from the Department Payroll Clerk.

18.3 Indemnification – County

The County recognizes its obligation to defend and indemnify its officers and employees in accordance with California Government Code 825 et. seq. and 995 et. seq. This item is not grievable nor arbitrable.

18.4 County/Union Meetings

The County and the Union shall meet whenever the Union President or General Manager and the County's Employee Relations Manager agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting.

18.5 Suggestion Awards Program

The County agrees to continue the Suggestion Awards Program. The County reserves the right to reduce or eliminate the program if adequate staff resources cannot be provided to continue a meaningful program.

18.6 Emergency Meals

An appointing authority may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.

18.7 Direct Deposit

The County will continue to make a deposit of participating employees' pay checks directly to the employee's accounts in the participating financial institutions. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

18.8 Housing Assistance Program – Labor/Management

The parties agree that effective July 7, 1992, the Auditor shall deduct 1¢ per hour from each Union represented employee and shall place the monies in a specific account for use in assisting eligible employees in purchasing or renting a home in

Sonoma County. The County shall, on at least a quarterly basis, make a matching contribution equaling the amount generated by employee deductions. The Auditor shall make regular reports to the committee on funds available.

The County and the Union shall jointly form a labor management committee to prepare and administer a Sonoma County Labor/Management Housing Assistance Policy. The Committee shall oversee the administration of the housing assistance program through the Community Development Commission staff. Represented employees of the Community Development Commission (CDC) may participate in the Housing Assistance Program except the Special Projects Coordinator may not participate nor any CDC employee who is in a decision making position related to the Housing Assistance Program.

If an employee receives a loan from the housing assistance fund, payroll deduction payments will be made so long as the employee is employed by the County.

Please reference Letter of Agreement, Number Five, for additional information.

18.9 Training – Interest Bargaining

It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations.

This Section (18.910) is not grievable nor arbitrable under this contract grievance procedure. The parties agree that training costs under this Section (18.910) shall be equally shared between the County and the employee's Tuition & Textbook account.

~~18.10 Workload Accommodation During Vacancies~~

~~To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:~~

~~1) Workload will be prioritized and distributed with input from staff.~~

~~2) The use of overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff will be considered before workload is assigned.~~

~~18.11~~18.10 Advisory Committees – Labor/Management

The County and Union support the creation and utilization of the SEIU Countywide and departmental labor-management committees. The parties acknowledge that it may not be feasible to form committees in every department, particularly small departments, but ~~Nevertheless~~, departments are encouraged to consider utilizing this collaborative problem-solving mechanism, which has proven to be worthwhile and successful.

Labor/Management Advisory Committees shall be comprised and function in the following manner:

- a) The committees shall be made up of no less than two (2), nor more than four (4), members each from the Union and other labor organizations representing department employees and from department management and supervisory staff. A member of the staff of the Human Resources Department or Union trained in facilitation or group problem solving may serve as a facilitator. The parties may also utilize the service of an outside facilitator with the department and the Union sharing the outside facilitator's fee.
- b) Labor/Management committee meetings and related training shall be deemed County business for compensation purposes.
- c) The committees may be continued, modified, or expanded by mutual agreement of the participants. At the request of either party, Department Labor Management Committees may be evaluated.
- d) The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. Concerns regarding workloads within a department are to be taken to the Department Labor Management Committee. If the department does not have a Labor Management Committee, or if the issue is unresolved by the committee, the issue may be referred to the SEIU County Wide Labor Management committee.
- e) 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 General Manager of the Union.
- f) The department head shall evaluate proposed solution, 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.
- g) Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the Department Labor/Management Committee in seeking and locating funding for changes through other sources. The decisions of the department head shall not set precedent nor bind the County or other County departments. The SEIU County Wide Labor/Management Committee shall publicize the positive results of department committee recommendations.
- h) Matters of SEIU County wide interest and matters impacting the collective bargaining agreement shall be forwarded to the SEIU County Wide Labor/Management Committee for review. 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 SEIU County Wide Labor/Management Committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Committee to review and discuss (but not negotiate) a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.

- i) This Section (18.10) is not grievable nor arbitrable under the contract grievance procedure, except that the County's refusal to establish in good faith these committees is a contract grievance matter.

- j) **Establish Subcommittees**

No later than thirty (30) days after the Union ratifies and the Board of Supervisors approves this agreement, the Union and the County shall establish a subcommittee of the Labor Management Committees in the Department of Health Services and a subcommittee of the Labor Management Committees in the Human Services Department. Each Committee shall be composed of up to four (4) members appointed by the Union and up to four (4) members appointed by the County. Each of these two subcommittees shall not be ongoing subcommittees and shall complete their work and provide each department head with a written recommendation within a six month period from the date the subcommittee is established.

- k) **Department Of Health Services And Human Services Department Subcommittees**

The purpose of these subcommittees shall be (a) to define any identified workload impact within the Public Health Division, Behavioral Health Division, the Adult and Aging Division and Family, Youth and Children's Division, (b) to identify the classifications impacted, (c) to identify any legal mandates that impact workload, (d) to recommend workload expectations, and (e) to develop a process that can be utilized in the event that represented employees or County management determine that workload duties and expectations have increased within the Division by more than ten percent (10%) during a twelve (12) month period, or that represented employees need clarification about any applicable legal mandates or the County's expected workload or service levels.

- l) **Recommended Workload Process**

The subcommittees will develop a process for assigning and realigning workload and ensuring that duties and workload are prioritized. The process must permit the County to accomplish County established goals, to provide County determined service levels, and to comply with any applicable legal mandates as resources allow.

m) County's Response To Subcommittees Recommendations

Within ~~six~~ three (3) months after receiving the relevant subcommittee recommendation, each department head shall review the subcommittees' recommendations and determine (a) whether the subcommittees' recommended workload expectations meet the needs of the Departments and any applicable legal mandates and (b) whether the recommendations or modification of the recommendations shall be implemented. Each department head shall provide a copy of his or her determination to the County Labor Relations Manager and the Union. In the event that one of the department heads fails to complete the work described in this Section or does not implement the recommendations within ~~six~~ three (3) months after receiving the relevant subcommittee recommendation, the Union may refer the issue to the SEIU County-Wide Joint Labor Management Committee described in Section 4.8.

n) Report To Union And County

Each subcommittee shall submit a report about their recommended workload process to the Union and to the County.

Subsections 18.10(j) through 18.10(n) shall terminate no later than June 30, 2015.

~~18.12~~18.11 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association, employees who are contributing members of the Sonoma County Employees' Retirement Association 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.

~~Salary, premiums, and other miscellaneous earnings included in final compensation for retirement calculations shall be determined by the Retirement Board.~~

~~18.13~~18.12 Retirement – Employees Hired On Or Before December 31, 2012

This Section 18.12 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the Sonoma County Employees' Retirement Association ("SCERA"), or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

~~18.13~~18.12.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 18.12 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

~~18.13.2~~ 18.12.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 18.12 who are contributing members of the SCERA.

~~18.13.3~~ 18.12.3 Required Employee Contribution

SCERA members covered by this Section 18.12 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 shall continue to pay a pretax statutory contribution of approximately 1.0% of slightly more, contingent upon age of entry into the retirement system. (Note: This final sentence was previously in the prior MOU under 8.19.2 and was worded, "Beginning FY 04-05, deferred compensation of 1.0% for all eligible employees was re-directed towards the County cost of implementing the 3.0% at 60 retirement enhancement, as agreed."

~~18.14~~ 18.13 Retirement – Employees Hired On Or After January 1, 2013

This Section 18.13 (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 as stated in Government Code Section 7522.02(c).

~~18.14.1~~ 18.13.1 Final Compensation Based On Three Year Average

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 18.13, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

~~18.14.2~~ 18.13.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 18.13.2 who are contributing members of the SCERA.

~~18.14.3~~ 18.13.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 18.13 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 29.2 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.

18.14 Implementation Of Section 18.13

The parties agree that Section 18.13 shall be implemented concurrently with implementation of a Board of Supervisors Resolution implementing identical or comparable provisions for employees covered by the Salary Resolution.

18.15 Workload Accommodation During Vacancies

To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:

- 1) Workload will be prioritized and distributed with input from staff.
- 2) The use of overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff will be considered before workload is assigned.

~~18.13~~ Domestic Partnership (Moved to Article 3: Definitions)

~~18.15.1~~ The term “domestic partner” as used in the MOU is based on the definition below:

~~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.~~

~~18.17.2 — 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.~~

~~18.17.3 — 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.~~

ARTICLE 19: BARGAINING UNIT AND SPECIAL PROVISIONS

19.1 Job-Sharing

Job-sharing is defined as the practice of filling one permanent full-time position with two part-time employees sharing a caseload and/or other job duties and pursuant to a written agreement between the employees and the Appointing Authority.

Requests by employees to participate in a job-sharing agreement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the appointing authority.

A job-sharing agreement may be terminated by the appointing authority or by the mutual agreement of all of the parties involved or by the termination of one of the employees. Decisions made by the appointing authority under this policy are not grievable nor arbitrable.

19.2 Economic Assistance Division – Vacancies

When an allocated position remains vacant in the Human Services Department Economic Assistance Division for more than 30 calendar days, and in the judgment of the Human Services Director, adequate State and Federal funds are available, at least one of the following options shall be used to cover the workload for the vacant position:

- a) hiring trained extra-help, if available;
- b) authorizing overtime if there are enough volunteers to accomplish the necessary work, all overtime assignments will be voluntary; if there are not sufficient volunteers for overtime assignments to complete the necessary work, the Director may at his/her discretion, make mandatory overtime assignment.

19.3 Service & Technical Support Unit – Regional Parks

19.3.1 Svcs. & Tech. Support – Regional Parks Dept. – Assign. & Transfer

The department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at least 7 days notification. At least 30 days notification shall be given of any transfer directed by the department that exceeds 25 miles or requires the employee to relocate his permanent residence. Employees transferred at the direction of the department over 25 miles, or who are required to relocate their permanent residence shall also be entitled to up to 3 days of paid moving leave, and reimbursement for moving expenses of up to \$300 for rental of truck or trailers and upon submitting receipts for approval to the Director of Regional Parks.

19.3.2 Svcs. & Tech. Support – Regional Parks Dept – Housing

Any employee in the class of Park Ranger Trainee, Park Ranger III, Parks & Grounds Maintenance Worker I, II, Parks & Grounds Maintenance Supervisor, Aquatic Specialist, Events Services Supervisor, or Building Events Workers may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Aquatic Specialists, 4) Events Services Supervisor, and 5) Building Events Workers.

19.3.3 Svcs. & Tech. Support – Regional Parks Dept. – Maintenance Fees

Once a Housing License Agreement is signed by a Park Ranger, Parks & Grounds Maintenance Worker, Parks & Grounds Maintenance Supervisor, Events Services Supervisor, or a Building Events Worker, residing on County property shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Subsection (19.3.3), and this fee shall be deducted from the employee's paycheck. Maintenance fees will not, in any case, exceed 15% of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her.

Maintenance fees may be increased by the County each July of this MOU with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

19.3.4 Svcs. & Tech. Support – Regional Parks Dept. – Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses will be counted toward hours worked for the purposes of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

~~19.3.5 Svcs. & Tech. Support – Regional Parks Dept. – North Coast Assignment Premium (Moved to Article 9)~~

~~Any employee in the class of Park Ranger Trainee, Park Ranger III and Parks & Grounds Maintenance Worker II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a 10% premium for all hours in pay status to address recruitment and retention and additional costs created by this assignment. The Union and the County agree to reopen for discussion of this provision if a different premium level is negotiated for the job classes of Park Ranger I and II assigned to the North Coast as defined above. The reopener would occur upon ratification of an agreement that contains a different premium.~~

~~19.4 Maintenance Unit Disposal Workers Work Schedule~~

~~The County will continue the 9 hour work day (8 hours regular time, 1 hour overtime) for Disposal Workers I and II on such schedule as of July 5, 1983, provided however, that County reserves the right to change such work schedule after meeting and conferring with the Union with regard to the impact of such change in schedule, but not with regard to the decision to make such change.~~

19.4 Maintenance Unit – Reporting Location Park Maintenance Worker

During the term of this Memorandum the County will continue the current Regional Parks' Department practice and policy with regard to the reporting to work location for Parks & Grounds Maintenance Workers. The parties agree that a Parks & Grounds Maintenance Worker's reporting location may be changed temporarily by the County in response to an emergency as defined in Article 3. The Department may only change permanently a Park Maintenance Worker's reporting location after first meeting and conferring with the Union.

19.5 Compensation Compaction Between Supervisory And Subordinate Supervisory Unit – Supervisory Subordinate – Salary Alignment

~~3.2~~ It is the mutual goal of the parties to achieve and maintain a 10% ~~base~~ salary differential, between supervisory employees and those supervised. For purposes of this section, "salary" shall include base pay at the "I" step of the scale. When the

~~classes being evaluated are not in the same bargaining unit, “salary” shall include base pay, and the following compensation elements if they are different between units: employer pick up of employee pension contributions, employee pick up of employer pension contributions, and cash allowance. During the term of this Memorandum, whenever the difference between the “I” Step of salary scale range of a supervisory classification and the “I” Step of the salary scale range of the supervisor’s subordinate classification is less than 10%, upon request by the Union and the County shall meet and confer with the Union on the supervisor’s salary range agree to include possible adjustments to the supervisor’s salary scale during successor negotiations.~~

~~Effective March 4, 2003, one (1) Accounting Technician position at the Sonoma County Water Agency that supervises Account Clerk III’s will receive a 4.1% premium for as long as the base salary difference between that position and direct subordinates is 5.9% or less at the “I” step.~~

~~19.7 — VDT (Video Display Terminal)/ Microfilm Reading~~

~~19.7.1 — Human Factors Considered~~

~~The County will consider human factors in the use of VDTs and microfilm readers by employees and will make reasonable efforts to acquire equipment that will produce high levels of user comfort and safety.~~

~~A VDT or microfilm operator who is experiencing physical problems due to working with equipment, work area lighting, and/or VDT furniture, shall report those problems to the operator’s supervisor. An operator may also raise such problems by filing a Hazardous Report Form or by contacting the department safety officer. The response by the County to any VDT or microfilm related complaint will depend upon the particular circumstances raised.~~

~~19.7.2 — VDT/Microfilm Benefit~~

~~The County will maintain a VDT/microfilm user safety program related to vision care. Each current or new employee who is assigned to use as a part of their regular job assignment a VDT or microfilm reader for twenty hours per week or more on an ongoing basis will be entitled to the VDT/microfilm benefit. Employees who do not meet the on going twenty-hour per week threshold but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.~~

~~19.7.3 — VDT/Microfilm - Eligibility~~

~~Full time and part time employees eligible under Section 19.7 will receive a VDT/microfilm eye examination and, if prescribed, special lenses and frames through arrangement with the Vision Service Plan (VSP). Examinations can only be performed by a VSP member eye care provider or other selected provider.~~

~~Full time VDT or microfilm operators eligible for the benefit must include their VDT or microfilm eye examination with the annual VSP eye examination. Effective September 1987, part time employee VDT or microfilm operators eligible for the benefit will be provided, through a VSP eye care provider of the employee's choice, an annual eye examination and, if prescribed, special lenses and frames at no cost to the employee.~~

19.6 Supervisory Unit – Housing Allowance - Marina Supervisor

An employee in the class of Marina Supervisor shall be expected to, when off duty, respond in a timely manner to calls from Marina customers.

An employee in the Marina Supervisor job class will be entitled to receive a housing allowance of ~~\$400~~\$550 per month. ~~The housing allowance will be increased \$50 each fiscal year to a maximum of \$550 per month during the term of this contract.~~

19.7 Medical Examinations - Water Agency, Fairgrounds

~~The Manager or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the Manager and to the employee concerned. All other records pertaining to such examination shall be retained by the Occupational Health Clinic in the same place and under the same circumstances as other patient records.~~

The Human Resources Director ~~Manager~~ or designee may direct any employee to undergo a medical examination to determine his or her mental and/or physical capacity to perform the duties of the position. The contents of the examination shall remain confidential with the County's Occupational Health provider, except for the resulting determination that an employee is or is not capable of performing the duties of the position may be made available to the Human Resources Director or designee, the Department ~~Manager~~ and to the employee concerned. All other records pertaining to such examination shall be retained by the County's Occupational Health Provider in compliance with HIPPA and other privacy regulations as it pertains to confidential medical records.

19.7.1 Medical Examinations – Community Development Commission

~~The Executive Director or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the Executive Director and to the employee concerned. All other records pertaining to such examination shall be retained by the Occupational Health Clinic in the same place and under the same circumstances as other patient records.~~

The ~~Executive~~ Human Resources Director or designee may direct any employee to undergo a medical examination to determine his or her mental and/or physical capacity to perform the duties of the position. The contents of the examination shall remain confidential with the County's Occupational Health provider, except for the resulting determination that an employee is or is not capable of performing the duties of the position may be made available to the ~~Executive~~ Human Resources Director or designee, the Department and to the employee concerned. All other records pertaining to such examination shall be retained by the County's Occupational Health Provider in compliance with HIPPA and other privacy regulations as it pertains to confidential medical records.

19.8 Notary Services

When notary services are required to be performed as an assigned duty of the job classification or the position, the County shall pay out-of-pocket costs associated with the notary license, including bond, stamp and book. Time spent to test for license or renewal is paid work time, as it is related to required duties.

An employee's individual tuition and textbook account will not be charged for such expenses.

19.9 Title IV E – Part Time – Masters Of Social Work (MSW) In Public Child Welfare

For the term of this agreement only, the County will establish a pilot program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to 16 hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Services Department.

The County and Union agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IV E program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Subsection ~~19.11~~19.9 is not grievable or arbitrable under Article 21 – Grievance Procedure of this MOU.

For information about the full-time Title IV-E program, please see Article ~~17.11~~17.12 Leaves – Stipend Education Leave.

19.10 Animal Control Officer – Weapons Training

The parties agree that represented employees in the Animal Control Officer classification shall not provide weapons training for any represented employees.

ARTICLE 20: LAYOFF AND RESTORATION

20.1 Layoff And Restoration – Water Agency

20.1.1 Layoff – Water Agency – Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.

20.1.2 Layoff – Water Agency – Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.1.3 Layoff – Water Agency – Order of Layoff

- a) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Agency.
- b) Whenever necessary to layoff one or more employees in the Agency, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County Agency service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Agency service.
- c) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and

Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.

- d) For purposes of this Section 20.1, continuous service means continuous employment by the County or Water Agency, whether with or without pay status.

20.1.4 Layoff – Water Agency – Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Subsection 20.1.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

20.1.5 Layoff – Water Agency – Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position in which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill within two years after the date the employee is laid off or displaced. The Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Agency business days after the receipt of the offer or should the employee decline to begin work within 15 regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager/~~Chief Engineer~~.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from

which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.

- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- d) A person who has forfeited for restoration may, within 10 regular Agency business days after forfeiture, request in writing to the General Manager/~~Chief Engineer~~ that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the General Manager/~~Chief Engineer~~ shall either grant or deny the request. The General Manager/~~Chief Engineer~~ may specify conditions under which the further offer of restoration may be granted.

20.1.6 Layoff – Water Agency – Appeals

- a) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Agency business days from the receipt of the notice, an employee may, within the provision of Subsection 20.1.6(b), appeal the action to the General Manager/~~Chief Engineer~~.
 - (2) Within five (5) regular Agency business days after receiving the appeal, the General Manager/~~Chief Engineer~~ shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.1.6(c)(2) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.

(4) The Agency's Board of Directors shall review an appeal resulting from Subsection 20.1.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.1.5.

20.1.7 Layoff & Restoration – Water Agency – Non-Grievability

This Section 20.1 (20.1.1 through 20.1.7) is not grievable nor arbitrable.

20.2 Sonoma County Fair And Exposition, Inc. (SCF&E Inc.)

20.2.1 Layoff – SCF&E, Inc. – Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as SCF&E, Inc.) who are covered by this Memorandum.

20.2.2 Layoff – SCF&E, Inc. – Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.2.3 Layoff – SCF&E, Inc. – Order Of Layoff

- a) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair Manager may authorize that layoff procedures be restricted to employees of one or more divisions of the Fair.
- b) Whenever necessary to layoff one or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Fair service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Fair service.
- c) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less

total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.

- d) For purposes of this Section (20.2), continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., whether with or without pay status.

20.2.4 Layoff – SCF&E, Inc. – Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary range, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Subsection 20.2.3) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

20.2.5 Layoff – SCF&E, Inc. – Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two years after the date the employee is laid off or displaced.

The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within 21 days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.

- b) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which

the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.

- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by Fair.
- d) A person who has forfeited for restoration may, within 10 days after forfeiture, request in writing to the Fair Manager that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 days after the request is filed the Fair Manager shall either grant or deny the request. The Fair Manager may specify conditions under which the further offer of restoration may be granted.

20.2.6 Layoff – SCF&E, Inc. – Appeals

- a) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 14 days from the receipt of the notice, an employee may, within the provision of Subsection 20.2.6(b), appeal the action to the Fair Manager.
 - (2) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.2.6(c)2 above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.

(4) The Fair Board or Personnel Committee shall review an appeal resulting from Subsection 20.2.6(c) above, within 21 days.

This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.2.5.

20.2.7 Layoff & Restoration – SCF&E, Inc. – Non-Grievability

This Section 20.2 (20.2.1 through 20.2.7) is not grievable nor arbitrable.

20.3 Layoff And Restoration – General

20.3.1 Layoff – General – Policy

The parties agree that the following layoff policy and benefits shall be applicable to all regularly employed full-time and part-time employees of the County, Water Agency, Air Quality Control District, ~~and the Fair, and the Sonoma County Agricultural Preservation and Open Space District.~~ Neither the layoff nor the decision to layoff shall be grievable or arbitrable.

20.3.2 Layoff – General – Notice

An employee may be laid off from his or her job class and regular County service three weeks (21 calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address with a copy to the Union.

20.3.3 Layoff – General – 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. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job Placement under this Section shall not be grievable or arbitrable under this MOU but may be appealed to the Director of Human Resources for review.

20.3.4 Layoff – General – Training

The County shall work with the Human Services Department to offer job-training resources to employees about to be laid off.

20.3.5 Layoff – General – 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 work~~

~~day of the three week notice period~~ and receive his or her normal base salary for the hours he or she would normally be scheduled to work during ~~that fourteen (14) day the remainder of the three week~~ period.

This Subsection (20.3.5) shall not apply to employees appointed to a limited term/project position.

20.3.6 Layoff – General – 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 pay periods following layoff and one half its normal contribution for the next six 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 18 month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of 24 total months.

20.3.7 Layoff – General – Salary Preservation

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

20.3.8 Layoff – General – Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 23.

20.4 Layoff And Restoration – Community Development Commission

20.4.1 Layoff – Community Development Commission – Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of the Community Development Commission who are covered by this Memorandum.

20.4.2 Layoff – Community Development Commission – Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.4.3 Layoff – Community Development Commission – Order Of Layoff

a) Layoff procedures shall be applied on a Community Development Commission-wide basis. Where appropriate, after meeting and conferring with the Union, the Commission may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Commission.

b) Whenever necessary to layoff one or more employees in the Commission, in a division or unit in which there is more than one

employee in the class in which the layoff is necessary, employees shall be laid off in the following order:

- (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Commission service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Commission service.
- c) Continuous County and Commission service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Commission service in the affected class shall be laid off before those with greater total continuous County and Commission service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.
 - d) For purposes of this Section 20.4, continuous service means continuous employment by the County or Community Development Commission whether with or without pay status.
 - e) A full-time or part-time employee appointed to a class with a Project or Limited Term designation by job classification (e.g.: Housing Rehabilitation Specialist - Project) may be exempted by the Executive Director from the order of layoff of the affected project or limited term class based on a continuing need for a specialized technical skill/skill mix combination. Such skill/skill mix shall have been determined by a written plan (project or recruitment/certification) prior to filling the position as an essential function inherent to the overall purpose of the job. The incumbent(s) must have been appointed based on the required specialized technical skill/skill mix.

20.4.4 Layoff – Community Development Commission – Displacement

- a) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the Commission in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Commission in the class in accordance with the rules on the order of layoff (Subsection 20.4.3). An employee who is displaced shall be laid off and replaced by the employee who displaces

him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

- b) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the same department in the same job class with a project designation (e.g.: Housing Rehabilitation Specialist – Project), may elect to displace the junior employee in the project designated class. Should the junior employee in the class possess a required specialized technical skill/skill mix not possessed by the laid off employee, the next most junior employee in the project class shall be displaced.

20.4.5 Layoff – Community Development Commission – Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position in which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the Commission determines to fill within two years after the date the employee is laid off or displaced. The Commission shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Commission business days after the receipt of the offer or should the employee decline to begin work within 15 regular Commission business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Executive Director.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the Commission, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Commission.

- d) A person who has forfeited for restoration may, within 10 regular Commission business days after forfeiture, request in writing to the Executive Director that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the Executive Director shall either grant or deny the request. The Executive Director may specify conditions under which the further offer of restoration may be granted.
- e) Employees laid off from a project or limited term position have restoration rights for the specific project for which they were hired. Restoration rights shall not exceed the duration of the project or 24 months immediately following layoff whichever is less.

20.4.6 Layoff – Community Development Commission – Appeals

- a) The Board of Commissioners of the Community Development Commission shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Commission business days from the receipt of the notice, an employee may, within the provision of Subsection 20.4.6(b), appeal the action to the Executive Director.
 - (2) Within five (5) regular Commission business days after receiving the appeal, the Executive Director shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.4.6(c)(2) above, the employee may, within five (5) regular Commission business days after receiving the decision, appeal the decision to the Board of Commissioners.
 - (4) The Board of Commissioners shall review an appeal resulting from Subsection 20.4.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.4.5.

20.4.7 Layoff & Restoration – Community Development Commission – Non-Grievability

This Section 20.4 (20.4.1 through 20.4.7) is not grievable nor arbitrable.

20.5 Layoff And Restoration – Sonoma County Agricultural And Open Space District (SCAPOSD)

20.5.1 Layoff – SCAPOSD – Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of the SCAPOSD who are covered by this Memorandum.

20.5.2 Layoff – SCAPOSD – Force Reduction

The General Manager may layoff an employee whenever it is deemed necessary because of lack of work or lack of funds or because of the abolishment of a position.

20.5.3 Layoff -SCAPOSD – Order Of Layoff

Whenever it is necessary to layoff one or more employees, the General Manager shall identify which classification shall be subject to layoff. For purposes of this Section 20.5, within each such affected classification, continuous service shall be defined as continuous District service whether with or without pay status. If two employees in the same classification have equal time with the District, then time in the retirement system will be the next determining factor. Employees shall be laid off in the following order:

1. Extra-help and provisional employees.
2. Part-time and full-time regular employees who have less than 1040 hours of continuous service in the affected classification.
3. Part-time and full-time regular employees with more than 1040 hours of continuous service in the affected classification.

Within each of the foregoing three categories, employees with less total continuous service in the affected classification shall be laid off before those with greater total continuous service in the affected classification. “Continuous service in the affected classification” shall include continuous service in the affected classification or in any other classification having the same or higher salary range as the one in which the layoff occurred, provided that there was no break in service of more than two working days between the time the employee moved from such classification to the one from which he or she is being laid off. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.

20.5.4 Layoff – SCAPOSD – Displacement

A full-time or part-time employee who is laid off and who has greater total continuous District service than another employee in the District in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the District in the class in accordance with the rules on the order of layoff (Subsection 20.5.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her. Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

20.5.5 Layoff – SCAPOSD – Restoration

- a) A regular employee who has been laid off from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, return receipt requested, be offered restoration to a vacant position in the classification from employee was laid off, which the General Manager determines to fill within two years after the date the employee is laid off. The General Manager shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within twenty (20) calendar days from the date such offer is mailed, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular business days after the receipt of the offer or should the employee decline to begin work within fifteen (15) regular business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the District, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the District.

- d) A person who has forfeited an opportunity for restoration may, within 10 regular District business days after forfeiture, request in writing to the General Manager that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the General Manager shall either grant or deny the request. The General Manager may specify conditions under which the further offer of restoration may be granted.

20.5.6 Layoff – SCAPOSD – Appeals

- a) The Board of Directors shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular District business days from the receipt of the notice, an employee may, within the provision of Subsection 20.5.6(b), appeal the action to the General Manager.
 - (2) Within five (5) regular District business days after receiving the appeal, the General Manager shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.5.6(c)(2) above, the employee may, within five (5) regular District business days after receiving the decision, appeal the decision to the District's Board of Directors.
 - (4) The District's Board of Directors shall review an appeal resulting from Subsection 20.5.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.5.5.

20.5.7 Layoff & Restoration – SCAPOSD – Non-Grievability

This Section 20.5 (20.5.1 through 20.5.7) is not grievable or arbitrable.

ARTICLE 21: GRIEVANCE PROCEDURE

21.1 Grievance – Purpose Of Procedure

The County and the Union agree to this Grievance Procedure in order to provide an orderly procedure to promptly resolve grievances of employees covered by this Memorandum.

21.2 Grievance – Definition Of

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers and stewards, as identified in the last quarterly list given to the County by the Union that the Union claims are based upon discrimination for Union activity); all appeals arising from examinations; performance evaluation or denial of a merit increase; placement of volunteers; working out of class; provisions of Fair Labor Standards Act; safety related issues; any provision of this Memorandum specifically identified as not grievable.

Day shall mean calendar day.

21.3 Grievance – Standing To Initiate

An individual employee or the Union who, on behalf of an employee(s), in good faith has an actual grievance with the County over a grievable matter as defined in Section 21.2 may file a grievance. The Union may file a grievance without naming an individual employee if the alleged grievance involves a right or benefit granted the Union under this Memorandum, such as bulletin boards (Section 4.5) and Union Business (Section 4.12).

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a County employee.

21.4 Grievance – Procedure Initiation

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

21.5 Grievance – Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

21.6 Grievance – First Step Of

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided in Section 21.5 above. The immediate supervisor shall respond within six (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

21.7 Grievance – Second Step Of

21.7.1 Grievance – Timing & Rationale – Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to County Human Resources and the Union to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. Such written grievance shall:

- a) fully describe the grievance and how the employee(s) was/were adversely affected by the County;
- b) set forth the Section(s) of this Memorandum allegedly violated;
- c) indicate the date(s) of the incident(s) grieved; and
- d) specify the remedy or solution to the grievance sought by the employee(s).

21.7.2 Grievance – Response To Second Step

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received and a copy sent to County Human Resources and the Union. The written response shall include:

- a) a complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b) the remedy or correction which has been offered, if any.

21.8 Grievance – Third Step Of

21.8.1 Grievance – Third Step – Timing

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department/agency head, with a copy to County Human Resources and the Union within seven (7) days of receipt of the written response at Step Two.

21.8.2 Grievance – Third Step – Response To

Within five (5) calendar days after receiving the completed grievance form, the department/agency head or his/her designated representative shall meet with the employee, and they shall thoroughly discuss the grievance. The department/agency head shall give his/her decision within 15 days after the discussion and send a copy of the decision to Human Resources and the Union.

When a grievance is not resolved at the second step (immediate supervisor) and is advanced to the third step (department head), the department head or designated representative may request in writing additional time for mid-management to work on a resolution.

21.9 Mediation

21.9.1 Mediation – Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the County and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

21.9.2 Mediation – Alternative Methods To

The parties may also mutually agree to alternative methods of resolving grievances, including but not limited to informal hearings, and/or an ad hoc Board of Adjustment proceeding.

21.10 Arbitration Of Grievance

21.10.1 Arbitrability Of Grievance

Grievances directly and primarily involving the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, are arbitrable. If a grievance is submitted to arbitration by the Union, neither offer for settlement nor concessions

for settlement made during the grievance procedure shall be admissible in arbitration.

21.10.2 Arbitration – Timing Of

Following completion of the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be written and given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

The moving party shall, within thirty (30) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.

21.10.3 Arbitration – Selection Of Arbitrator

An arbitrator may be selected by mutual agreement of the County and the Union.

21.10.4 Arbitration Panel – Selection Of Arbitrator

If the County and the Union are unable to reach a mutual agreement on the selection of an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager (Section 21.10.2), the arbitrator next on this list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list.

Chris Burdick
Fred D’Orazio
Carol Vendrillo
Luella Nelson
Barry Winograd

Both the Union and the County shall have one preemptory challenge per arbitration. No party shall have more than one preemptory challenge per arbitration.

In the event that such a challenge is made, the parties agree that the arbitrator next in order on the panel list shall be automatically appointed.

If a selected arbitrator is not available to schedule dates during the 90 calendar days after the arbitration is assigned, the arbitrator next in order on this panel list shall be automatically appointed. The parties may mutually agree to waive the 90 calendar days.

If any arbitrator on the panel becomes permanently unavailable, the parties shall mutually agree on a replacement arbitrator. In the event the parties are unable to reach agreement on a replacement arbitrator, the parties shall submit a request to the California State Conciliation Service for a list of eleven (11) qualified arbitrators. The parties shall select the replacement arbitrator by alternately striking names with the first strike determined by chance.

Arbitration – Failure to Agree on Arbitrator

~~Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.~~

21.11 Arbitration – Submission Statement

The parties shall, 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions submitted for arbitration. The agreed question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

21.12 Arbitration – Scope Of Arbitration

~~The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum.~~

The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.

~~The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Union may then resort to a court of competent~~

~~jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.~~

The arbitrator shall not add to, detract from, or modify the language of the collective bargaining agreement or modify the language of departmental rules and regulations in considering any issue properly before them.

The arbitrator's award shall be limited to the precise issues raised by the grievance and submitted by the parties. The arbitrator shall have no authority to consider any other issue not submitted by the parties.

Any arbitrator's monetary award in favor of the grievant shall be limited to up to a maximum amount of \$100,000 measured from the initiation date described in Section 21.4.

The arbitrator's award shall be final and binding to the extent permitted by law.

21.13 Arbitration – Arbitrator's Decision

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

21.14 Arbitration – Expenses

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

21.15 Grievance – Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

21.16 Grievance – Maintenance Of Performance Standards By Grievant

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

ARTICLE 22: FULL PERFORMANCE, NO STRIKE

22.1 Full Performance – Union Representation

A material inducement to County's execution of this Memorandum is the Union's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public and that the Union will fully perform its obligations owed to County.

22.2 Prohibited Activities – Union & Employees

Accordingly, the Union and the employees it represents agree not to formally and publicly encourage or to engage in any and all forms of work stoppage activities during the term of this Memorandum including, but not limited to, strikes (including sympathy strikes), "slowdowns," "sick-ins" or similar concerted activity against County.

22.3 Full Performance – Union Responsibilities

The Union shall not be liable to the County for "wildcat" job actions by the employees it represents. The Union shall use its best efforts to prevent any such "wildcat" job action and shall:

- a) encourage its members at the earliest possible time to discontinue the job action,
- b) immediately declare in writing delivered to County and publicized that such job action is illegal and unauthorized,
- c) direct its members in writing to cease such conduct and resume work or face fines or other appropriate punishment.

22.4 Full Performance – Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by County of any obligation whatsoever owed by County to Union or the employees it represents during the term of this Memorandum. If County is at any time uncertain of the Union's continued performance, it may demand, and the Union will provide, written assurance of its continued good faith performance of this Memorandum.

If the Union's response does not insure compliance with the covenants of this Article 22, the County may suspend its compliance with Sections 4.9 and 4.10 and Articles 25 and 26 of this Memorandum of Understanding.

22.5 Prohibited Activities – Employee Liability

Any employees engaging in activity prohibited by this Article may be subject to disciplinary action, including discharge.

ARTICLE 23: FULL UNDERSTANDING, MODIFICATION, WAIVER

23.1 MOU – Full Understanding

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

23.2 MOU – Meet & Confer 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. Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the period March 12, 2013 through October 31, 2015.

23.3 MOU – Modification

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

23.4 Civil Service Commission Authority – No Limit

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

23.5 MOU – Non-Precedent Setting

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.

23.6 Incorporate Side Letters Into MOU

All side letters not attached to or incorporated into this Agreement shall expire on December 11, 2012. This MOU constitutes the entire agreement between the Union and the County.

ARTICLE 24: SEPARABILITY

24.1 MOU – Invalidation of Article/Section

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule,

regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

24.2 MOU – Replacement of Article/Section

In the event of suspension or invalidation of any Article or Section of this Memorandum, the parties agree that except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 25: REOPENERS

25.1 Reopeners

During the term of this MOU, the parties agree not to reopen any article of this MOU unless the parties mutually agree to reopen a specific section or article.

ARTICLE 26: AGENCY SHOP SERVICE FEE

26.1 Union – Fair and Equal Representation

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

26.2 Agency Shop – Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this Section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 27 (Maintenance of Membership) of this contract. Any non-supervisory represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the Union that are over and above the regular paid dues.

The County shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Union shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

26.3 Agency Shop – Religious Exemption

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

26.4 Agency Shop – Separation From Unit – Exception

The provisions of Section 26.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

26.5 Agency Shop – Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the

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

26.6 Agency Shop – Non-Chargeable Costs

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

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

26.7 Agency Shop – Advance Reduction Of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

26.8 Agency Shop – Notice Of Service Fee

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

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the

County to become the Union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:

- (1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
- (2) disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items;
- (3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
- (4) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- (5) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- (6) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- (7) explain the methodology used in producing this accounting report.

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

- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:
 - (1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Union;

- (2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- (3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
- (4) within 30 calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) the Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

26.9 Agency Shop – Union's Constitutional Obligations

26.9.1 Agency Shop – Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

26.9.2 Agency Shop – Non-Discrimination

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

26.10 Agency Shop – Service Fee – Part-Time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 26.2 above. The agency shop service fee shall be set on a pro rata basis expressed as a percentage of salary.

26.11 Agency Shop – Notice Of New Employees

The following provisions will apply regarding notice of new employees:

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

26.12 Agency Shop – Indemnification

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

26.13 Agency Shop – Rescission Of Provision

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

26.14 Agency Shop – Recordkeeping And Reporting

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

26.15 Agency Shop – Violation Of Article 26

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have 60 days to comply with the Court's order or the County may thereafter cancel Article 25. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

26.16 Agency Shop – Non-Arbitrability Of

Except as provided below, Article 26 shall be grievable and arbitrable under Article 21 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) the adequacy of the Union's notice required by Section 26.8 above; and/or
- b) other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 26.8 above.

ARTICLE 27: MAINTENANCE OF MEMBERSHIP

On the date this agreement is executed, all Union members who had Union deduction authorizations on file with the Auditor-Controller-Treasurer-Tax Collector or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Union members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Union during a one-month period between 90 and 60 days prior to the expiration of the term. The Union agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

ARTICLE 28: ENACTMENT

The Board of Supervisors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this memorandum.

COUNTY OF SONOMA

SEIU 1021

M. Carol Stevens

Lathe Gill

Carol Allen

Andre Bercut

Victoria Willard

Steve Campbell

Peter Rumble

Kerry Bargsten

Caluha Barnes

Amos Eaton

Kim Murphy

Kris Hale

Michael Gossman

Brian Lee

Trish Pisenti

Connie Luebke

Jennifer Traumann

David Mesagno

Chris Mocy

Peri Parrott

Tim Tuscany

Zoe Neely

APPENDIX A

SALARY TABLE SCALES

COUNTY OF SONOMA
SEIU NEGOTIATIONS

APPENDIX A

SEIU Clerical Non-Supervisory -- 0001

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
0401	ACCOUNT CLERK I	\$16.16	\$16.32	\$16.65
0402	ACCOUNT CLERK II	\$18.26	\$18.44	\$18.81
0403	ACCOUNT CLERK III	\$20.13	\$20.33	\$20.74
0522	ADMISSIONS WORKER	\$18.26	\$18.44	\$18.81
0391	ASSESSMENT CLERK	\$18.46	\$18.64	\$19.02
0390	ASSESSMENT CLERK TRAINEE	\$16.56	\$16.73	\$17.06
0411	CHILD SUPPORT FINANCIAL WORKER I	\$18.26	\$18.44	\$18.81
0412	CHILD SUPPORT FINANCIAL WORKER II	\$20.13	\$20.33	\$20.74
0501	CLINIC CLERK	\$18.26	\$18.44	\$18.81
0488	COLLECTIONS ASSISTANT	\$20.06	\$20.26	\$20.67
0162	DATA ENTRY OPERATOR II	\$18.29	\$18.47	\$18.84
0211	DOCUMENT RECORDER I	\$18.26	\$18.44	\$18.81
0212	DOCUMENT RECORDER II	\$20.06	\$20.26	\$20.67
0262	ELECTION SPECIALIST I	\$16.04	\$16.20	\$16.52
0263	ELECTION SPECIALIST II	\$18.28	\$18.46	\$18.83
0757	FAIRGROUND PREMIUM EXHIBIT ASSISTANT	\$19.99	\$20.19	\$20.59
0019	LEGAL ASSISTANT	\$22.63	\$22.86	\$23.31
0048	LEGAL PROCESSOR I	\$16.03	\$16.19	\$16.51
0049	LEGAL PROCESSOR II	\$18.26	\$18.44	\$18.81
0020	LEGAL SECRETARY I	\$18.27	\$18.45	\$18.82
0021	LEGAL SECRETARY II	\$20.98	\$21.19	\$21.61
0305	MAIL CLERK	\$16.03	\$16.19	\$16.51
2261	MEDICAL RECORD CLERK I	\$15.50	\$15.66	\$15.97
2262	MEDICAL RECORD CLERK II	\$17.19	\$17.36	\$17.71
2263	MEDICAL RECORD CLERK III	\$20.16	\$20.36	\$20.77
0534	MEDICAL SECRETARY	\$19.99	\$20.19	\$20.59
2265	MEDICAL TRANSCRIBER	\$20.50	\$20.71	\$21.12
0505	MEDICAL UNIT CLERK	\$18.26	\$18.44	\$18.81
0204	MICROGRAPHIC TECHNICIAN I	\$16.56	\$16.73	\$17.06
0205	MICROGRAPHIC TECHNICIAN II	\$18.26	\$18.44	\$18.81
0001	OFFICE ASSISTANT I	\$14.38	\$14.52	\$14.81
0002	OFFICE ASSISTANT II	\$16.03	\$16.19	\$16.51
0012	OFFICE ASSISTANT II PROJECT	\$16.03	\$16.19	\$16.51
0011	OFFICE ASSISTANT TRAINEE	\$13.57	\$13.71	\$13.98
1280	OSD RECEPTIONIST	\$18.81	\$19.00	\$19.38
0382	PAYROLL CLERK	\$21.38	\$21.59	\$22.03
0760	PREMIUM AND EXHIBIT AIDE	\$18.26	\$18.44	\$18.81
0100	RECEPTIONIST	\$18.26	\$18.44	\$18.81
0023	SECRETARY	\$19.99	\$20.19	\$20.59
0413	SENIOR CHILD SUPPORT FINANCIAL WORKER	\$21.32	\$21.53	\$21.96
0264	SENIOR ELECTION SPECIALIST	\$20.08	\$20.28	\$20.69
0050	SENIOR LEGAL PROCESSOR	\$20.06	\$20.26	\$20.67
0003	SENIOR OFFICE ASSISTANT	\$18.26	\$18.44	\$18.81
0012	SENIOR OFFICE ASSISTANT PROJECT	\$18.26	\$18.44	\$18.81
0098	TELEPHONE OPERATOR	\$16.29	\$16.45	\$16.78
0542	VITAL STATISTICS TECHNICIAN	\$19.62	\$19.82	\$20.21
0261	VOTER REGISTRATION CLERK	\$14.20	\$14.34	\$14.63

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX A

SEIU Service & Technical Support Non-Supvisory -- 0005

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
1123	AGRICULTURAL BIOLOGIST-STANDARD SPECIALIST I	\$20.28	\$20.48	\$20.89
1124	AGRICULTURAL BIOLOGIST-STANDARD SPECIALIST II	\$23.24	\$23.47	\$23.94
1125	AGRICULTURAL BIOLOGIST-STANDARD SPECIALIST III	\$25.59	\$25.85	\$26.36
1120	AGRICULTURAL PROGRAM ASSISTANT	\$16.40	\$16.56	\$16.90
0976	AIR QUALITY SPECIALIST I	\$23.76	\$24.00	\$24.48
0979	AIR QUALITY SPECIALIST II	\$26.60	\$26.87	\$27.40
0980	AIR QUALITY SPECIALIST III	\$30.09	\$30.39	\$31.00
4304	ANIMAL CARE ASSISTANT	\$13.63	\$13.77	\$14.04
4300	ANIMAL CONTROL OFFICER I	\$17.05	\$17.22	\$17.56
4301	ANIMAL CONTROL OFFICER II	\$20.47	\$20.67	\$21.09
4303	ANIMAL HEALTH TECHNICIAN	\$19.50	\$19.70	\$20.09
1506	APPRAISER AIDE	\$19.31	\$19.50	\$19.89
1517	APPRAISER ANALYST	\$30.16	\$30.46	\$31.07
1510	APPRAISER I	\$22.16	\$22.38	\$22.83
1511	APPRAISER II	\$25.61	\$25.87	\$26.38
1512	APPRAISER III	\$28.51	\$28.80	\$29.37
0392	ASSESSMENT PROCESS SPECIALIST	\$20.73	\$20.94	\$21.36
6226	ASSISTANT COOK	\$15.94	\$16.10	\$16.42
0455	AUDITOR-APPRAISER I	\$25.01	\$25.26	\$25.77
0457	AUDITOR-APPRAISER II	\$29.21	\$29.50	\$30.09
1276	BOOKING & RESERVATION COORDINATOR	\$21.22	\$21.43	\$21.86
1403	BUILDING INSPECTOR I	\$22.54	\$22.77	\$23.22
1405	BUILDING INSPECTOR II	\$29.11	\$29.40	\$29.99
1424	BUILDING PLANS EXAMINER I	\$23.75	\$23.99	\$24.47
1426	BUILDING PLANS EXAMINER II	\$30.58	\$30.89	\$31.50
0155	BUSINESS SYSTEMS ANALYST	\$32.04	\$32.36	\$33.01
0335	BUYER	\$24.82	\$25.07	\$25.57
0331	BUYER TRAINEE	\$21.45	\$21.66	\$22.10
1530	CADASTRAL MAPPING TECHNICIAN I	\$20.78	\$20.99	\$21.41
1531	CADASTRAL MAPPING TECHNICIAN II	\$22.57	\$22.80	\$23.25
0582	CHILD SUPPORT OFFICER I	\$18.31	\$18.49	\$18.86
0584	CHILD SUPPORT OFFICER II	\$21.93	\$22.15	\$22.59
0586	CHILD SUPPORT OFFICER III	\$23.54	\$23.78	\$24.25
1191	CODE ENFORCEMENT INSPECTOR I	\$24.29	\$24.53	\$25.02
1192	CODE ENFORCEMENT INSPECTOR II	\$30.59	\$30.90	\$31.51
0491	COLLECTION AGENT I	\$18.31	\$18.49	\$18.86
0493	COLLECTION AGENT II	\$21.93	\$22.15	\$22.59
0495	COLLECTION AGENT III	\$24.28	\$24.52	\$25.01
9138	COMMUNITY DEVELOPMENT SPEC II	\$22.09	\$22.31	\$22.76
9139	COMMUNITY DEVELOPMENT SPECIALIST I	\$19.41	\$19.60	\$20.00
3396	COMMUNITY SERVICES OFFICER I	\$17.75	\$17.93	\$18.29
3397	COMMUNITY SERVICES OFFICER II	\$19.71	\$19.91	\$20.31
0174	COMPUTER LAB SUPPORT SPECIALST	\$23.76	\$24.00	\$24.48
6228	COOK	\$17.48	\$17.65	\$18.01
0158	DEPARTMENT INFORMATION SYSTEMS SPECIALIST I	\$28.44	\$28.72	\$29.30
0159	DEPARTMENT INFORMATION SYSTEMS SPECIALIST II	\$31.30	\$31.61	\$32.25
0156	DEPARTMENT INFORMATION SYSTEMS TECHNICIAN I	\$21.61	\$21.83	\$22.26
0157	DEPARTMENT INFORMATION SYSTEMS TECHNICIAN II	\$23.76	\$24.00	\$24.48
0069	DEPUTY PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR	\$24.68	\$24.93	\$25.43
3391	DETENTION ASSISTANT	\$19.12	\$19.31	\$19.70
2661	EMERGENCY MEDICAL SERVICES SPECIALIST	\$23.97	\$24.21	\$24.69
3038	EMPLOYMENT & TRAINING COORDINATOR	\$26.99	\$27.26	\$27.81
3036	EMPLOYMENT & TRAINING COUNSELOR I	\$22.57	\$22.80	\$23.25
3037	EMPLOYMENT & TRAINING COUNSELOR II	\$25.72	\$25.98	\$26.50
3030	EMPLOYMENT & TRAINING SPECIALIST	\$22.59	\$22.82	\$23.27
9127	EMPLOYMENT HOUSING COUNSELOR	\$24.08	\$24.32	\$24.81
1001	ENGINEERING AIDE	\$16.84	\$17.01	\$17.35
0133	ENGINEERING PROGRAMMER I	\$27.83	\$28.11	\$28.67

APPENDIX A

SEIU Service & Technical Support Non-Supvisory -- 0005

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
0134	ENGINEERING PROGRAMMER II	\$34.29	\$34.63	\$35.33
1005	ENGINEERING TECHNICIAN I	\$20.41	\$20.61	\$21.03
1006	ENGINEERING TECHNICIAN II	\$23.76	\$24.00	\$24.48
1007	ENGINEERING TECHNICIAN III	\$27.68	\$27.96	\$28.52
2609	ENVIRONMENTAL HEALTH TECHNICIAN	\$17.47	\$17.64	\$18.00
0988	ENVIRONMENTAL SPECIALIST	\$29.72	\$30.02	\$30.62
1272	EVENT SERVICES AIDE	\$13.29	\$13.42	\$13.69
1221	GEOGRAPHIC INFORMATION TECHNICIAN I	\$24.80	\$25.05	\$25.55
1222	GEOGRAPHIC INFORMATION TECHNICIAN II	\$27.57	\$27.85	\$28.40
0232	GRAPHICS DESIGNER PHOTOGRAPHER	\$21.75	\$21.97	\$22.41
9113	HOUSING NEGOTIATOR/INSPECTOR	\$25.56	\$25.82	\$26.33
9112	HOUSING REHABILITATION SPECIAL	\$28.42	\$28.70	\$29.28
0172	HUMAN SERVICES NETWORK ANALYST	\$35.68	\$36.04	\$36.76
0173	HUMAN SERVICES SYSTEMS & PROGRAMMING ANALYST	\$34.64	\$34.99	\$35.69
0153	INFORMATION TECHNOLOGY ANALYST I	\$27.57	\$27.85	\$28.40
0152	INFORMATION TECHNOLOGY ANALYST II	\$30.34	\$30.64	\$31.26
0154	INFORMATION TECHNOLOGY ANALYST III	\$37.34	\$37.71	\$38.47
3986	INMATE SERVICES PARALEGAL	\$22.63	\$22.86	\$23.31
4307	LEAD ANIMAL CARE ASSISTANT	\$14.99	\$15.14	\$15.44
0306	MAIL, MATERIALS AND RECORDS HANDLER I	\$16.32	\$16.48	\$16.81
0307	MAIL, MATERIALS AND RECORDS HANDLER II	\$18.15	\$18.33	\$18.70
0904	MARKETING SPECIALIST	\$24.74	\$24.99	\$25.49
0318	MATERIALS EQUIPMENT SPECIALIST	\$22.02	\$22.24	\$22.69
0310	MATERIALS HANDLER	\$17.37	\$17.54	\$17.89
0141	NETWORK ANALYST	\$39.07	\$39.46	\$40.25
1298	OSD ACQUISITION ASSISTANT	\$24.12	\$24.36	\$24.85
1283	OSD ASSISTANT PLANNER	\$25.29	\$25.54	\$26.05
1285	OSD ASSOCIATE PLANNER	\$29.74	\$30.04	\$30.64
1292	OSD CONSERVATION GIS ANALYST	\$25.50	\$25.76	\$26.27
1288	OSD LAND ACQUISITION SPECIALIST	\$36.41	\$36.77	\$37.51
1284	OSD TECHNICIAN	\$22.31	\$22.53	\$22.98
1293	OSD WEBMASTER/DESIGNER	\$31.15	\$31.46	\$32.09
4401	PARK AIDE	\$13.29	\$13.42	\$13.69
1251	PARK PLANNER I	\$24.61	\$24.86	\$25.35
1253	PARK PLANNER II	\$31.08	\$31.39	\$32.02
1274	PARK PROGRAM ASSISTANT	\$20.02	\$20.22	\$20.62
4404	PARK RANGER TRAINEE	\$18.44	\$18.62	\$19.00
0550	PERMIT TECHNICIAN I	\$21.64	\$21.86	\$22.29
0552	PERMIT TECHNICIAN II	\$23.75	\$23.99	\$24.47
1201	PLANNER I	\$23.80	\$24.04	\$24.52
1202	PLANNER II	\$28.09	\$28.37	\$28.94
1203	PLANNER III	\$33.03	\$33.36	\$34.03
1200	PLANNING TECHNICIAN	\$20.46	\$20.66	\$21.08
3220	PROBATION ASSISTANT	\$19.12	\$19.31	\$19.70
0130	PROGRAMMER ANALYST	\$32.04	\$32.36	\$33.01
0122	PROGRAMMER ANALYST PROJECT	\$32.04	\$32.36	\$33.01
0128	PROGRAMMER ANALYST TRAINEE	\$23.90	\$24.14	\$24.62
0121	PROGRAMMER ANALYST TRAINEE PROJECT	\$23.90	\$24.14	\$24.62
0179	PUBLIC ASSISTANCE SYSTEMS TECHNICIAN	\$25.70	\$25.96	\$26.48
9106	REDEVELOPMENT ASSOCIATE	\$33.03	\$33.36	\$34.03
0225	REPROGRAPHICS TECHNICIAN I	\$16.03	\$16.19	\$16.51
0226	REPROGRAPHICS TECHNICIAN II	\$18.10	\$18.28	\$18.65
0227	REPROGRAPHICS TECHNICIAN III	\$19.71	\$19.91	\$20.31
5370	RESIDENTIAL SERVICE WORKER	\$15.50	\$15.66	\$15.97
0370	RETIREMENT BENEFITS SPECIALIST I	\$19.36	\$19.55	\$19.94
0371	RETIREMENT BENEFITS SPECIALIST II	\$21.32	\$21.53	\$21.96
1051	RIGHT OF WAY AGENT I	\$26.89	\$27.16	\$27.70
1052	RIGHT OF WAY AGENT II	\$31.26	\$31.57	\$32.20
1126	SENIOR AGRICULTURAL BIOLOGIST/STANDARD SPECIALIST	\$26.89	\$27.16	\$27.70

APPENDIX A

SEIU Service & Technical Support Non-Supvisory -- 0005

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
1122	SENIOR AGRICULTURAL PROGRAM ASSISTANT	\$19.67	\$19.87	\$20.26
1407	SENIOR BUILDING INSPECTOR	\$31.50	\$31.82	\$32.45
1428	SENIOR BUILDING PLANS EXAMINER	\$33.07	\$33.40	\$34.07
0163	SENIOR BUSINESS SYSTEMS ANALYST	\$38.31	\$38.69	\$39.47
1193	SENIOR CODE ENFORCEMENT INSPECTOR	\$33.09	\$33.42	\$34.09
9137	SENIOR COMMUNITY DEVELOPMENT SPECIALIST	\$26.52	\$26.79	\$27.32
3031	SENIOR EMPLOYMENT & TRAINING SPECIALIST	\$24.37	\$24.61	\$25.11
0137	SENIOR ENGINEERING PROGRAMMER	\$39.30	\$39.69	\$40.49
0990	SENIOR ENVIRONMENTAL SPECIALIST	\$31.95	\$32.27	\$32.91
0991	SENIOR ENVIRONMENTAL SPECIALIST PROJECT	\$31.95	\$32.27	\$32.91
1223	SENIOR GEOGRAPHIC INFORMATION TECHNICIAN	\$29.51	\$29.81	\$30.40
0140	SENIOR NETWORK ANALYST	\$42.00	\$42.42	\$43.27
1254	SENIOR PARK PLANNER	\$37.31	\$37.68	\$38.44
0129	SENIOR PROGRAMMER ANALYST	\$38.31	\$38.69	\$39.47
0123	SENIOR PROGRAMMER ANALYST PROJECT	\$38.31	\$38.69	\$39.47
0372	SENIOR RETIREMENT BENEFITS SPECIALIST	\$24.11	\$24.35	\$24.84
0743	SENIOR SIMULCAST ATTENDANT	\$20.08	\$20.28	\$20.69
0742	SIMULCAST ATTENDANT	\$18.26	\$18.44	\$18.81
0311	STOREKEEPER	\$18.15	\$18.33	\$18.70
0118	SYSTEMS SOFTWARE ANALYST	\$40.23	\$40.63	\$41.44
0117	SYSTEMS SOFTWARE ANALYST PROJECT	\$40.23	\$40.63	\$41.44
0107	SYSTEMS SUPPORT TECHNICIAN	\$20.82	\$21.03	\$21.45
0105	SYSTEMS SUPPORT TECHNICIAN TRAINEE	\$17.66	\$17.84	\$18.19
0985	TECHNICAL WRITING SPECIALIST	\$30.50	\$30.81	\$31.42
1009	TRAFFIC SIGNAL TECHNICIAN	\$28.96	\$29.25	\$29.83
1372	TRANSIT SPECIALIST I	\$25.67	\$25.93	\$26.45
1374	TRANSIT SPECIALIST II	\$31.32	\$31.63	\$32.27
5185	WASTE MANAGEMENT SPECIALIST I	\$25.67	\$25.93	\$26.45
5186	WASTE MANAGEMENT SPECIALIST II	\$28.02	\$28.30	\$28.87
5090	WATER AGENCY NETWORK ANALYST	\$35.68	\$36.04	\$36.76
0981	WATER AGENCY PROGRAMS SPECIALIST	\$29.53	\$29.83	\$30.42
5091	WATER AGENCY SENIOR NETWORK ANALYST	\$39.26	\$39.65	\$40.45
4320	WILDLIFE SPECIALIST	\$20.47	\$20.67	\$21.09
0320	YARD CLERK	\$18.26	\$18.44	\$18.81

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX A

SEIU Maintenance Non-Supervisory – 0010

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
0704	AIRPORT OPERATIONS SPECIALIST	\$22.30	\$22.52	\$22.97
0702	AIRPORT OPERATIONS SPECIALIST TRAINEE	\$19.40	\$19.59	\$19.99
5061	BRIDGE WORKER	\$22.14	\$22.36	\$22.81
5155	DISPOSAL WORKER I	\$20.33	\$20.53	\$20.94
5157	DISPOSAL WORKER II	\$23.48	\$23.71	\$24.19
1273	EVENT SERVICES WORKER	\$20.29	\$20.49	\$20.90
0748	FAIRGROUNDS MAINTENANCE WORKER	\$17.11	\$17.28	\$17.63
5312	GROUNDSKEEPER	\$19.15	\$19.34	\$19.73
5320	JANITOR	\$15.79	\$15.95	\$16.27
5007	MAINTENANCE ASSISTANT	\$14.78	\$14.93	\$15.23
5012	MAINTENANCE WORKER I	\$17.11	\$17.28	\$17.63
5015	MAINTENANCE WORKER II	\$20.29	\$20.49	\$20.90
5017	MAINTENANCE WORKER III	\$23.48	\$23.71	\$24.19
5506	MARINA ATTENDANT	\$20.29	\$20.49	\$20.90
5213	MOTOR POOL ATTENDANT	\$14.78	\$14.93	\$15.23
5403	PARKS GROUNDS MAINTENANCE WORKER I	\$17.11	\$17.28	\$17.63
5405	PARKS GROUNDS MAINTENANCE WORKER II	\$20.29	\$20.49	\$20.90
5063	SENIOR BRIDGE WORKER	\$24.89	\$25.14	\$25.64
0749	SENIOR FAIRGROUNDS MAINTENANCE WORKER	\$20.77	\$20.98	\$21.40
5507	SENIOR MARINA ATTENDANT	\$21.71	\$21.93	\$22.37
5073	TRAFFIC PAINT & SIGN WORKER	\$23.48	\$23.71	\$24.19
5032	VEGETATION CONTROL ADVISOR	\$28.21	\$28.49	\$29.06
5030	VEGETATION SPECIALIST	\$20.93	\$21.14	\$21.56
5087	WATER AGENCY LEAD MAINTENANCE WORKER	\$27.77	\$28.05	\$28.61
5080	WATER AGENCY MAINTENANCE WORKER I	\$17.51	\$17.69	\$18.04
5082	WATER AGENCY MAINTENANCE WORKER II	\$21.78	\$22.00	\$22.44
5086	WATER AGENCY MAINTENANCE WORKER III	\$25.24	\$25.49	\$26.00

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX A

SEIU Social Services Non-Supervisory -- 0025

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
2679	AODS ASSISTANT I	\$16.32	\$16.48	\$16.81
2680	AODS ASSISTANT II	\$18.51	\$18.70	\$19.07
2681	AODS ASSISTANT III	\$20.52	\$20.73	\$21.14
2460	AODS INTAKE INTERVIEWER	\$18.51	\$18.70	\$19.07
2464	CLIENT SUPPORT ASSISTANT	\$16.67	\$16.84	\$17.17
2466	CLIENT SUPPORT SPECIALIST	\$18.51	\$18.70	\$19.07
0470	ELIGIBILITY WORKER I	\$18.31	\$18.49	\$18.86
0472	ELIGIBILITY WORKER II	\$20.83	\$21.04	\$21.46
0474	ELIGIBILITY WORKER III	\$22.59	\$22.82	\$23.27
3350	HOME CARE SUPPORT SPECIALIST	\$18.61	\$18.80	\$19.17
3351	HUMAN SERVICES AIDE I	\$15.43	\$15.58	\$15.90
3352	HUMAN SERVICES AIDE II	\$17.30	\$17.47	\$17.82
3360	INTERPRETER/TRANSLATOR I	\$14.99	\$15.14	\$15.44
3361	INTERPRETER/TRANSLATOR II	\$18.61	\$18.80	\$19.17
3371	PUBLIC HEALTH AIDE I	\$13.63	\$13.77	\$14.04
3372	PUBLIC HEALTH AIDE II	\$14.99	\$15.14	\$15.44
3375	PUBLIC HEALTH ASSISTANT	\$18.61	\$18.80	\$19.17
2605	PUBLIC HEALTH INVESTIGATOR	\$23.38	\$23.61	\$24.09
3001	SOCIAL SERVICE WORKER I	\$21.64	\$21.86	\$22.29
3002	SOCIAL SERVICE WORKER II	\$24.08	\$24.32	\$24.81
3003	SOCIAL SERVICE WORKER III	\$25.72	\$25.98	\$26.50
3004	SOCIAL SERVICE WORKER IV	\$28.79	\$29.08	\$29.66
3353	SOCIAL WORK ASSISTANT	\$18.58	\$18.77	\$19.14
0604	VETERANS CLAIMS WORKER I	\$18.01	\$18.19	\$18.55
0606	VETERANS CLAIMS WORKER II	\$21.12	\$21.33	\$21.76
0608	VETERANS CLAIMS WORKER III	\$23.16	\$23.39	\$23.86
0570	VICTIM CLAIMS SPECIALIST I	\$18.31	\$18.49	\$18.86
0571	VICTIM CLAIMS SPECIALIST II	\$20.83	\$21.04	\$21.46
3221	VICTIM WITNESS ADVOCATE I	\$21.08	\$21.29	\$21.72
3222	VICTIM WITNESS ADVOCATE II	\$24.25	\$24.49	\$24.98

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX A

SEIU Nursing Services Non-Supervisory -- 0080

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
2103	FORENSIC ASSISTANT	\$21.18	\$21.39	\$21.82
2102	LABORATORY ASSISTANT	\$17.71	\$17.89	\$18.24
2005	LICENSED VOCATIONAL NURSE I	\$20.95	\$21.16	\$21.58
2007	LICENSED VOCATIONAL NURSE II	\$22.38	\$22.60	\$23.06
2009	LICENSED VOCATIONAL NURSE III	\$23.38	\$23.61	\$24.09
2462	MENTAL HEALTH TRAINEE	\$13.90	\$14.04	\$14.32
1916	NURSE PRACTITIONER/PHYSICIAN'S ASSISTANT	\$39.16	\$39.55	\$40.34
2000	NURSING ASSISTANT	\$17.32	\$17.49	\$17.84
2091	PSYCHIATRIC NURSE	\$35.52	\$35.88	\$36.59
2082	PSYCHIATRIC TECHNICIAN	\$22.38	\$22.60	\$23.06
2104	PUBLIC HEALTH LABORATORY TECHNICIAN I	\$16.96	\$17.13	\$17.47
2105	PUBLIC HEALTH LABORATORY TECHNICIAN II	\$18.84	\$19.03	\$19.41
2003	SHERIFFS PARAMEDIC	\$27.10	\$27.37	\$27.92
2011	STAFF NURSE I	\$32.01	\$32.33	\$32.98
2012	STAFF NURSE II	\$35.20	\$35.55	\$36.26

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX A
SEIU General Supervisory -- 0095

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
0415	ACCOUNTANT I	\$24.11	\$24.35	\$24.84
0416	ACCOUNTANT II	\$28.09	\$28.37	\$28.94
0405	ACCOUNTING ASSISTANT	\$22.26	\$22.48	\$22.93
0404	ACCOUNTING TECHNICIAN	\$21.32	\$21.53	\$21.96
0712	AIRPORT OPERATIONS SUPERVISOR	\$25.95	\$26.21	\$26.73
1513	APPRAISER IV	\$32.87	\$33.20	\$33.86
4070	AQUATIC SPECIALIST	\$27.91	\$28.19	\$28.75
0393	ASSESSMENT PROCESS SUPERVISOR	\$22.83	\$23.06	\$23.52
0394	ASSESSORS CHANGE OF OWNERSHIP SUPERVISOR	\$27.93	\$28.21	\$28.77
5361	ASSISTANT BUILDING SUPERINTENDENT	\$33.15	\$33.48	\$34.15
5350	ASSISTANT FAIRGROUNDS BUILDING SUPERINTENDENT	\$33.15	\$33.48	\$34.15
5230	AUTO FLEET MAINTENANCE SUPERVISOR	\$29.22	\$29.51	\$30.10
5066	BRIDGE SUPERVISOR	\$30.36	\$30.66	\$31.28
1533	CADASTRAL MAPPING SUPERVISOR	\$26.52	\$26.79	\$27.32
6230	CHEF	\$20.68	\$20.89	\$21.30
2319	CHIEF THERAPIST CHILDREN'S THERAPY PROGRAM	\$38.70	\$39.09	\$39.87
0407	CHILD SUPPORT FINANCIAL SUPERVISOR	\$23.46	\$23.69	\$24.17
0028	CIVIL BUREAU SPECIALIST	\$23.79	\$24.03	\$24.51
1194	CODE ENFORCEMENT SUPERVISOR	\$36.39	\$36.75	\$37.49
9135	COMMUNITY DEVELOPMENT ASSOCIATE	\$33.30	\$33.63	\$34.31
1240	CUSTOMER SERVICE SUPERVISOR	\$34.71	\$35.06	\$35.76
1137	DEPUTY AGRICULTURAL COMMISSION	\$29.58	\$29.88	\$30.47
5160	DISPOSAL SUPERVISOR	\$27.80	\$28.08	\$28.64
0213	DOCUMENT RECORDER III	\$23.46	\$23.69	\$24.17
0267	ELECTION SERVICES SUPERVISOR	\$24.96	\$25.21	\$25.71
0266	ELECTION SYSTEMS SUPERVISOR	\$24.93	\$25.18	\$25.68
0476	ELIGIBILITY SUPERVISOR	\$25.52	\$25.78	\$26.29
1008	ENGINEERING TECHNICIAN IV	\$33.23	\$33.56	\$34.23
1275	EVENTS SERVICES SUPERVISOR	\$27.91	\$28.19	\$28.75
0025	EXECUTIVE SECRETARY	\$22.47	\$22.69	\$23.15
0754	FAIRGROUNDS MAINTENANCE SUPERVISOR	\$25.93	\$26.19	\$26.71
5325	HEAD JANITOR	\$17.74	\$17.92	\$18.28
5229	HEAVY EQUIPMENT FLEET MAINTENANCE SUPERVISOR	\$31.69	\$32.01	\$32.65
5327	JANITORIAL SERVICES SUPERVISOR	\$19.39	\$19.58	\$19.98
0052	LEGAL STAFF SUPERVISOR	\$23.46	\$23.69	\$24.17
0309	MAIL, MATERIALS AND RECORDS SUPERVISOR	\$20.87	\$21.08	\$21.50
5050	MAINTENANCE SUPERVISOR	\$28.66	\$28.95	\$29.53
5510	MARINA SUPERVISOR	\$31.87	\$32.19	\$32.83
2252	MEDICAL RECORD TECHNICIAN	\$23.16	\$23.39	\$23.86
0007	OFFICE SUPPORT SUPERVISOR	\$21.63	\$21.85	\$22.28
1286	OSD STEWARD COORDINATOR	\$34.16	\$34.50	\$35.19
4410	PARK RANGER III	\$27.91	\$28.19	\$28.75
5412	PARKS GROUNDS MAINTENANCE SUPERVISOR	\$23.48	\$23.71	\$24.19
0228	REPROGRAPHICS SUPERVISOR	\$21.75	\$21.97	\$22.41
0009	SENIOR OFFICE SUPPORT SUPERVISOR	\$23.79	\$24.03	\$24.51
0070	SENIOR PUBLIC ADMINISTRATOR/GUARDIAN/CONSERVATOR	\$27.90	\$28.18	\$28.74
0312	SENIOR STOREKEEPER	\$20.14	\$20.34	\$20.75
0109	SENIOR SYSTEMS SUPPORT TECHNICIAN	\$24.98	\$25.23	\$25.73
3010	SOCIAL SERVICE SUPERVISOR I	\$30.68	\$30.99	\$31.61
3011	SOCIAL SERVICE SUPERVISOR II	\$32.19	\$32.51	\$33.16
0428	SPECIAL ASSESSMENT SUPERVISOR	\$23.73	\$23.97	\$24.45
4306	SUPERVISING ANIMAL CONTROL OFFICER	\$24.46	\$24.70	\$25.20
0460	SUPERVISING AUDITOR-APPRAISER	\$34.16	\$34.50	\$35.19
1440	SUPERVISING BUILDING INSPECTOR	\$35.98	\$36.34	\$37.07
0588	SUPERVISING CHILD SUPPORT OFFICER	\$26.95	\$27.22	\$27.76
0503	SUPERVISING CLINIC CLERK	\$21.84	\$22.06	\$22.50
9136	SUPERVISING COMMUNITY DEVELOPMENT SPECIALIST	\$28.12	\$28.40	\$28.97
3392	SUPERVISING DETENTION ASSISTANT	\$21.49	\$21.70	\$22.14
3039	SUPERVISING EMPLOYMENT & TRAINING COUNSELOR	\$30.68	\$30.99	\$31.61
3032	SUPERVISING EMPLOYMENT & TRAINING SPECIALIST	\$26.82	\$27.09	\$27.63
2615	SUPERVISING ENVIRONMENTAL HEALTH SPECIALIST	\$33.89	\$34.23	\$34.91
2638	SUPERVISING HEALTH INFORMATION SPECIALIST	\$30.17	\$30.47	\$31.08

APPENDIX A

SEIU General Supervisory -- 0095

Job Code	Job Title	Appendix A-1 A Step Rate	Appendix A-2 A Step Rate (October 28, 2014)	Appendix A-3 A Step Rate (July 7, 2015)
0206	SUPERVISING MICROGRAPHIC TECHNICIAN	\$20.07	\$20.27	\$20.68
2187	SUPERVISING NUTRITIONIST	\$29.03	\$29.32	\$29.91
1401	SUPERVISING PLANNER	\$36.34	\$36.70	\$37.44
0178	SUPERVISING PUBLIC ASSISTANCE SYSTEMS TECHNICIAN	\$28.28	\$28.56	\$29.13
2570	SUPERVISING PUBLIC HEALTH NURSE	\$38.15	\$38.53	\$39.30
1056	SUPERVISING RIGHT OF WAY AGENT	\$35.33	\$35.68	\$36.40
2013	SUPERVISING STAFF NURSE	\$38.82	\$39.21	\$39.99
5076	TRAFFIC MAINTENANCE SUPERVISOR	\$28.66	\$28.95	\$29.53
0575	VICTIM CLAIMS SUPERVISOR	\$23.73	\$23.97	\$24.45
5089	WATER AGENCY MAINTENANCE SUPERVISOR	\$29.70	\$30.00	\$30.60

NOTE: All steps in the salary scale will increase per section 8.1. See section 3.2 for definition of salary scale.

APPENDIX B

CLASSIFICATIONS COVERED BY ARTICLE 10.6 – UNIFORMS, SAFETY EQUIPMENT, SAFETY BOOT/SHOE REQUIREMENTS

This Appendix is an attachment to Article 10 and is incorporated into Article 10 by this reference and the reference in Article 10.

10.6.2 County Issued Uniforms

- Airport Operations Specialist Trainee
- Airport Operations Specialist
- Airport Operations Supervisor
- Animal Control Officer I/II
- Assistant Cook
- Bridge Worker
- Bridge Supervisor
- Building Events Worker
- Chef
- Community Services Officer
- Cook
- Detention Assistant
- Disposal Worker I/II
- Disposal Supervisor
- Engineering Aide
- Engineering Technician I/II/III/IV
- Fairgrounds Maintenance Worker
- Groundskeeper
- Head Janitor
- Janitor
- Legal Processor (assigned in the Sheriffs Office)
- Mail Clerk
- Maintenance Assistant
- Maintenance Supervisor I/II
- Maintenance Worker I/II/III
- Marina Attendant
- Marina Supervisor
- Materials Equipment Specialist
- Materials Handler
- Nurse Practitioner/Physicians Assistant
- Parks & Grounds Maintenance Supervisor
- Parks & Grounds Maintenance Worker I/II
- Park Ranger III
- Park Ranger Trainee
- Probation Assistant (assigned to Youth Camp)
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant
- Senior Office Assistant (assigned in the Sheriff's Office)

- Senior Storekeeper
- Supervising Detention Assistant
- Supervising Legal Processor (assigned in the Sheriff's Office)
- Storekeeper
- Supervising Animal Control Officer
- Traffic Maintenance Supervisor I/II
- Traffic Paint and Sign Technician
- Traffic Paint and Sign Worker
- Yard Clerk

10.6.3 Water Agency Uniforms

- Automotive Service Worker
- Materials Equipment Specialist
- Storekeeper
- Water Agency Maintenance Supervisor I/II
- Water Agency Maintenance Worker I/II/III
- Waste Management Specialist
- Water Agency Mechanic Supervisor

10.6.5 Annual Uniform Allowance

- Bridge Worker
- Bridge Supervisor
- Fairgrounds Maintenance Supervisor
- Fairgrounds Maintenance Worker
- Fairgrounds Storekeeper
- Maintenance Supervisor I/II
- Maintenance Worker I/II/II
- Probation Assistant (assigned to the Youth Camp)
- Senior Fairgrounds Maintenance Worker
- Traffic Maintenance Supervisor I/II
- Traffic Paint and Sign Worker
- Vegetation Specialist
- Vegetation Control Advisor

10.6.6 Uniform Cleaning Allowance

- Airport Operations Specialist
- Airport Operations Supervisor
- Airport Operations Trainee
- Disposal Worker I/II
- Disposal Supervisor
- Groundskeeper (assigned to Refuse)

10.6.7 Safety Boot/Shoe Allowance

- Agricultural Biologist/Standards Specialist I/II/III
- Air Quality Specialist I/II/III

- Airport Operations Specialist
- Airport Operations Supervisor
- Airport Operations Trainee
- Animal Control Officer I/II
- Animal Health Technician
- Bridge Maintenance Supervisor
- Bridge Worker
- Building Events Worker
- Building Inspector I/II
- Community Service Officer
- Deputy Public Administrator/Guardian/Conservator
- Disposal Supervisor
- Disposal Worker I/II
- Engineering Technician I/II/III/IV
- Extra-Help Events Aide*
- Extra-Help Park Aide*
- Fairgrounds Maintenance Worker
- Groundskeeper
- Maintenance Assistant
- Maintenance Supervisor
- Maintenance Worker I/II/III
- Marina Attendant
- Marina Supervisor
- Materials Handler
- Parks & Grounds Maintenance Supervisor
- Parks & Grounds Maintenance Worker I/II
- Park Ranger III
- Park Ranger Trainee
- Probation Assistants (assigned to the Youth Camp)
- Senior Agricultural Biologist/Standards Specialist
- Senior Agricultural Program Assistant
- Senior Bridge Worker
- Senior Fairgrounds Maintenance Worker
- Senior Marina Attendant
- Senior Storekeeper
- Supervising Animal Control Officer
- Supervising Building Inspector
- Supervising Environmental Health Specialist
- Storekeeper
- Traffic Maintenance Supervisor
- Traffic Signal Technician
- Vegetation Specialist
- Vegetation Control Advisor
- Water Agency Maintenance Supervisor
- Water Agency Maintenance Worker I/II/III
- Water Agency Mechanic Supervisor

*Extra-help Events Aide and Park Aide employees shall have the option once in each two-year period to receive a voucher toward the purchase of safety boots/shoes.

APPENDIX B

Definition of Wellness Benefit, Article 11.2.3

Up to \$100 of Staff Development Benefit Allowance reimbursement per year is available for:

~~100% reimbursement of regular physical fitness program costs up to the maximum allowed above.~~

~~100% reimbursement of weight reduction and smoking cessation program (including patches) costs up to the maximum allowed above.~~

EXCLUSIONS:

~~Physical fitness or athletic equipment.~~

~~Lockers and locks.~~

~~Food or food supplements.~~

~~Recreation/sports lessons.~~

~~Residential dietary/weight loss programs.~~

~~Personal trainers.~~

~~Entry, initiation or league fees.~~

~~Reimbursement for these wellness expenses is considered taxable income.~~

APPENDIX C

9/8/1 Alternative Work Schedule Policy

1. Purpose

~~The purpose of 9/8/1 Alternative Work Schedules is to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. This Policy establishes procedures and criteria for the evaluation, authorization, and implementation of 9/8/1 Alternative Work Schedules. This policy is limited to non-exempt employees.~~

2. Policy

~~Appointing Authority or designee may adopt one or more 9/8/1 Alternative Work Schedules for employees in their department consistent with this policy. The 9/8/1 Alternative Work Schedule may be implemented on a department wide, division wide, section wide, by work group, or on an individual employee basis. Implementation, modification or discontinuation of a particular schedule shall not adversely impact the services of the department, increase operating costs or reduce revenues.~~

~~*The County reserves the right to discontinue the 9/8/1 Alternative Work Schedule, and reassign an employee to a normal daily work schedule based on the operational needs of the department.*~~

~~“Alternative Work Schedule” for purposes of this policy, is defined as the 9/8/1 (eight, nine hour days and one, eight hour day with one day off in a bi-weekly pay period).~~

~~3. Procedures and Process~~

~~An employee requesting an Alternative Work Schedule and the employee’s appointing authority shall mutually agree to the assignment of an Alternative Work Schedule.~~

~~Employees assigned to an Alternative Work Schedule shall be eligible for overtime compensation based upon the agreed work week assignment and when required by law. The policy does not preclude the employee from being eligible and compensated for negotiated (non-statutory) overtime during the bi-weekly pay period with the exception of the transition pay periods.~~

~~An employee transitioning into or out of the Alternative Work Schedule may be required to use accrued compensatory and/or vacation time for all or part of the hours scheduled during the first week of the new work schedule, where applicable, to offset unintentional overtime costs as a result of the schedule change.~~

~~A Work Schedule that results in overtime shall be paid according to the overtime provisions herein or as required by law.~~

~~4. Schedules~~

~~Schedules shall be in compliance with the Auditor Controller Tax Collector Treasurer Payroll Department’s Time Saver configuration. Schedules will be established to comply with the Fair Labor Standards Act and will be limited based upon the ability to manage the efficient operation of County business with the Alternative Work Schedule~~

~~5. Department Responsibilities~~

~~·Prior to implementing or modifying a 9/8/1 Work Schedule Agreement, the Department shall review the work schedule and policy with the employee, including rights and responsibilities.~~

~~·Both the employee and designated department representative shall sign the 9/8/1 Work Schedule Agreement.~~

~~·A copy of the signed agreement shall be given to the employee.~~

~~·Departments shall maintain each employee’s current, signed original Work Schedule Agreement in the employee’s personnel file.~~

~~6. Holidays~~

~~***Holiday time shall be paid in accordance with applicable sections herein except as provided below.***~~

~~HOLIDAY TIME IN EXCESS OF 8 HOURS~~

~~When a holiday falls on an employee’s regularly scheduled workday, the employee is entitled to up to eight (8) hours of holiday pay. If the regular scheduled work day is a nine~~

~~(9) hour day, the employee shall use one (1) hour of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay will be authorized.~~

~~APPENDIX D~~

~~Side Letter Re: Staff Development Suspension~~

~~LETTER OF UNDERSTANDING
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021~~

~~The County of Sonoma and SEIU Local 1021 have agreed to the following regarding the Staff Development Benefit Allowance (Article 11.2—11.2.2) provided by the parties' MOU:~~

- ~~1.) Effective July 1, 2010, due to the unavailability of funds, the Service Employees' International Union Local 1021 (SEIU) and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance for fiscal year 2010/11.~~
- ~~2.) During the 2010-2011 fiscal year the Staff Development Benefit Allowance will not be funded and reimbursements will not be made with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications. These shall be funded from departmental funds.~~
- ~~3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.~~
- ~~4.) This benefit will automatically be reinstated effective July 1, 2011.~~
- ~~5.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.~~
- ~~6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the suspension of staff development benefit allowance. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~7.) The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.~~
- ~~8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

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

~~_____/s/ Sue Oszewski~~

~~_____
SEIU LOCAL 1021 SUE OSZEWSKI~~

~~_____/s/ Fran Buchanan~~

~~_____
COUNTY OF SONOMA FRAN BUCHANAN~~

~~(Signed Document on File with Employee Relations)~~

~~APPENDIX E~~

~~Side Letter Re: MTO and Suspension of Vacation Buyback~~

~~LETTER OF UNDERSTANDING~~

~~COUNTY of SONOMA~~

~~AND~~

~~SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021~~

~~The County of Sonoma and SEIU have agreed to the following regarding Sonoma County's Mandatory Time Off Program for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010:~~

- ~~1.) The SEIU and the County of Sonoma (County) have agreed to participate in the Mandatory Time Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.~~
- ~~2.) All regular part time and full time employees represented by SEIU shall participate in the MTO Program.~~
- ~~3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time off without pay for all full time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken prior to the last full pay period of the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time off without pay for all full time County employees. The required MTO will be pro rated for part time employees.~~

- ~~4.) With limited exceptions (described in Attachment A), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.~~
- ~~5.) The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.~~
- ~~6.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).~~
- ~~7.) The cash out of accrued vacation (in accordance with Vacation Buyback—MOU Section 15.8) shall be suspended effective July 1, 2010 for fiscal years 2010/2011 and 2011/2012.~~
- ~~8.) In the event that the MTO hours for the majority of represented employees other than SEIU are less than the amount agreed to by SEIU, the amount of MTO for SEIU will be equal to the lesser amount.~~
- ~~9.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.~~
- ~~10.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding MTO and the suspension of cash out of accrued vacation. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~11.) The Union agrees that the County has met its obligation to meet and confer on the contents of this Letter of Understanding.~~
- ~~12.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~
- ~~13.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~14.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~/s/ Sue Oszewski~~

~~SEIU~~

~~/s/ Fran Buchanan~~

~~County of Sonoma~~

~~(Signed Document on File with Employee Relations)~~

~~APPENDIX F~~

~~LETTER OF UNDERSTANDING COUNTY of SONOMA AND~~

~~SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021 (SEIU)~~

~~The County of Sonoma and SEIU Local 1021 have agreed to the following regarding Sonoma County's Voluntary Time Off Program Effective July 1, 2010:~~

- ~~1.) The Service Employees' International Union Local 1021 (SEIU) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal years 2010/2011 and 2011/2012.~~
- ~~2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment B.~~
- ~~3.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.~~
- ~~4.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.~~
- ~~5.) The Union agrees that the County has met its obligation to meet and confer on the contents of this Side Letter agreement.~~
- ~~6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties~~

~~hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.~~

~~7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted in accordance with said ordinance.~~

~~8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~

~~_____/s/ Sue Oszewski~~

~~_____
SEIU Local 1021~~

~~_____/s/ Fran Buchanan~~

~~_____
County of Sonoma~~

~~(Signed Document on File with Employee Relations)~~

APPENDIX G

**SIDE LETTER AGREEMENT EFFECTIVE FOR THE PERIOD OF July 13, 2010
through August 31, 2012 (unless otherwise noted below).**
COUNTY OF SONOMA & SEIU 1021

June 30, 2010

The County of Sonoma and SEIU, 1021 met and conferred concerning the following issues and the parties agree to the following provisions contained in this Side Letter of Agreement to the MOU for the period of July 13, 2010 to August 31, 2012 (unless otherwise noted below):

- ~~1. If any represented group of employees receives a cost of living adjustment (COLA) during the term of this contract only, July 13, 2010 through August 31, 2012, the same COLA will be provided to employees represented by SEIU.~~
- ~~2. The County will review the Special Assessment Supervisor position as compared to the Accountant I and provide an analysis prior to ratification of the agreement.~~
- ~~3. No later than 90 days after ratification of this MOU and adoption by the Board, the County will initiate a safety audit of the Property and Evidence section and address any safety issues that are identified.~~

- ~~4. If legally permissible, the County will add language to the MOU which provides that employees who are laid off and then restored as defined by Civil Service rules, will be eligible to include service prior to the layoff for the purpose of meeting the 10 consecutive years of service requirement for retiree medical eligibility.~~
- ~~5. Sonoma County Agricultural Preservation and Open Space District employees are covered by all of the MOU provisions except for Discipline and Layoff and Restoration. Within 10 days of the ratification of the agreement and adoption by the Board, the parties will schedule a meeting to develop a process and timeline for resolving these issues.~~
- ~~6. No later than 90 days after Union ratification and Board approval of this MOU, the County agrees to establish a Countywide Joint Labor Management Committee for the purpose of discussing issues that have County wide impact. The initial issue which shall be discussed is the use of extra help. The parties shall determine ground rules at the first meeting for this JLMC.~~
- ~~7. The parties agree to establish a committee to address retirement program costs for future employees.~~
- ~~8. The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.~~
- ~~9. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding the matters specified herein that contradicts this agreement are hereby superseded or terminated in their entirety.~~
- ~~10. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County of Sonoma's Board of Supervisors.~~
- ~~11. The waiver of any breach, term or condition of this successor Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.~~
- ~~12. Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted there under.~~

~~/s/ Fran Buchanan~~ _____ ~~/s/ Sue Oszewski~~

~~For the County of Sonoma~~

~~For the SEIU 1021~~

~~(Signed Document on File with Employee Relations)~~

APPENDIX H

Domestic Partner Defined

The term "domestic partner" as used in the MOU is based on the definition below:

~~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.~~

APPENDIX I

SIDE LETTER AGREEMENT ANIMAL CONTROL OFFICER EFFECTIVE FOR THE PERIOD OF July 13, 2010 through August 31, 2012 COUNTY OF SONOMA & SEIU 1021

June 30, 2010

The County of Sonoma and SEIU, 1021 met and conferred concerning the following issue and the parties agree to the following provisions contained in this Side Letter of Agreement to the MOU for the period of July 13, 2010 to August 31, 2012.

~~The County will not require an Animal Control Officer to provide weapons training.~~

~~The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.~~

~~Any other prior or existing understanding or agreements by the parties whether formal or informal regarding the matters specified herein that contradicts this agreement are hereby superseded or terminated in their entirety.~~

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

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

~~Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305 A as amended or as provided in the rules adopted there under.~~

~~_____/s/ Fran Buchanan_____ /s/ Sue Oszewski~~

~~_____
For the County of Sonoma_____ For the SEIU 1021~~

~~_____(Signed Document on File with Employee Relations)~~

Resolution No.

County of Sonoma
Santa Rosa, CA 95403

Date: 7/13/2010

~~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, Approving The Memorandum Of Understanding Between The County Of Sonoma And The Service Employees International Union, 1021 For The Period Of July 13, 2010 Through August 31, 2012.~~

~~Whereas, the Service Employees' International Union 1021 (S.E.I.U.) is a recognized employee organization representing employees in clerical non-supervisory, services and technical support, maintenance non-supervisory, social services non-supervisory, nursing services non-supervisory, and supervisory.~~

~~Whereas, the County met and conferred with representatives of the Union to negotiate a successor Memorandum of Understanding (MOU).~~

~~Whereas, the County and S.E.I.U. negotiators have reached a tentative agreement on the terms of the new MOU.~~

~~Whereas, the S.E.I.U. membership voted and ratified the terms of the tentative agreements 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 Tentative Agreements setting the terms and conditions of the successor MOU between the County and the S.E.I.U which is attached and incorporated by reference herein.~~

~~Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from July 13, 2010 through August 31, 2012, except as specified otherwise in the MOU.~~

~~Be It Further Resolved that it is not the intent of this Board in approving these MOUs to change, modify, or repeal in any way any of the existing rules of the Sonoma County Civil Service Commission nor to diminish and remove from the Commission any of~~

~~its jurisdiction under Ordinance No. 305 A or the Commission's Rules adopted therefore; and~~

~~**Be It Further Resolved** that it is not the intent of this Board in approving these MOUs to change, modify, or repeal in any way any of the existing rules of the Sonoma Retirement Board nor to diminish or remove from the Board any of its jurisdiction under the 1937 County Employee's Retirement Act; and~~

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

Supervisors:

~~Kerns: _____ Zane: _____ Kelley: _____ Carrillo: _____ Brown:~~

~~Ayes: _____ Noes: _____ Absent: _____ Abstain:~~

~~_____ **So Ordered.**~~

Resolution No.

County of Sonoma

Santa Rosa, CA 95403

Date:

[INSERT BOARD RESOLUTION]

GUIDELINES FOR THE BOOTS & UNIFORM TASK FORCE

Member Of The Task Force

~~Two members from the County bargaining team and two members from the SEIU bargaining team will meet to collect and to organize data, to participate in discussions, to share ideas, and to suggest options for resolving any issues related to Article 10 — Expenses, Materials, and Reimbursements of the SEIU MOU specifically regarding the boot allowance and uniforms provided by the County.~~

Task Force Duties

~~The task force members will:~~

- ~~•Meet separately from the general negotiation sessions at the bargaining table;~~
- ~~•Provide Victoria Willard the dates and times for each meeting to ensure release time for task force members;~~
- ~~•Identify problems and issues surrounding boot allowance and uniforms provided by the County;~~
- ~~•Brainstorm options for reaching an agreement on modifications of Article 10;~~
- ~~•Share description of problems, issues, and options with the County and SEIU bargaining teams.~~

Task Force Is Problem Solving And Not Negotiating

~~All task force participants may collect and organize data, participate in discussions, share ideas, and suggest options. While the Task Force is meeting, it is not negotiating, and the Task Force's discussions shall not constitute MMBA proposals or counter proposals. After the Task Force presents its work to the County and the SEIU bargaining teams, the County and SEIU bargaining teams may develop and present proposals and counterproposals in writing at the bargaining table.~~

Completion Of Task Force Duties

~~The Task Force shall complete its work no later than July 20, 2012 and shall report its recommendations to the SEIU and County negotiation teams no later than August 1, 2012.~~

GUIDELINES FOR THE WORKLOAD & CASELOAD TASK FORCE

Member Of The Task Force

~~Two members from the County bargaining team and two members from the SEIU bargaining team will meet to collect and to organize data, to participate in discussions, to share ideas, and to suggest options for resolving any issues related to workload and caseload.~~

Task Force Duties

~~The task force members will:~~

- ~~•Meet separately from the general negotiation sessions at the bargaining table;~~
- ~~•Provide Victoria Willard the dates and times for each meeting to ensure release time for task force members;~~
- ~~•Identify problems and issues surrounding workload and caseload;~~
- ~~•Brainstorm options for reaching an agreement;~~
- ~~•Share description of problems, issues, and options with the County and SEIU bargaining teams.~~

Task Force Is Problem Solving And Not Negotiating

~~All task force participants may collect and organize data, participate in discussions, share ideas, and suggest options. While the Task Force is meeting, it is not negotiating, and the Task Force's discussions shall not constitute MMBA proposals or counter proposals. After the Task Force presents its work to the County and the SEIU bargaining teams, the County and SEIU bargaining teams may develop and present proposals and counterproposals in writing at the bargaining table.~~

Completion Of Task Force Duties

~~The Task Force shall complete its work no later than August 15, 2012 and shall report its recommendations to the SEIU and County negotiation teams no later than August 22, 2012.~~

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: March 19, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Permit and Resource Management Department

Staff Name and Phone Number:

Melinda Grosch x2397

Supervisorial District(s):

Fourth

Title: Modifications to Syar Instream Mining Permit in Alexander Valley

Recommended Actions:

Adopt a resolution approving modifications to the Use Permit Conditions of Approval including a specific Enhancement Project for the Syar Instream Mining Project, PLP08-0116, in the Alexander Valley reach of the Russian River, Geyserville.

Executive Summary:

The Syar Alexander Valley Instream Mining Project was approved on December 7, 2010 by a 4-0-1 vote of the Board. The Use Permit authorized a 15-year Mining Plan and a River Enhancement Plan to expand riparian habitat and repair river banks along the 6.5 mile reach of the Russian River upstream of the Jimtown bridge north of Healdsburg. Petitioners Russian Riverkeeper and Trout Unlimited thereafter filed a lawsuit challenging the Final Environmental Impact Report (EIR) for the project. All parties reached a settlement of that lawsuit effective October 2, 2012. Among other things, the Settlement Agreement contemplated that Syar would submit applications to modify its Use Permit and Conditions of Approval, and that petitioners would not take any action to oppose Syar's efforts to obtain required permits and approval from the County or any other public agency. Syar thereafter submitted the necessary applications to PRMD, and on December 4, 2012 the Board took original jurisdiction over the applications. Board approval of the Use Permit revisions is necessary for petitioners' dismissal of their lawsuit.

Consistent with the Settlement Agreement, the revised Use Permit would reduce the maximum allowable mining from river bars for the first three years, while allowing additional mining for an off-channel floodplain bench enhancement, subject to the limitation that total mining shall not exceed the permit limit of 350,000 tons of gravel per year. In addition, agreed-upon Use Permit modifications would clarify monitoring obligations, require monitoring of river enhancement features, and specify the use of native plants in revegetation efforts.

Modified Conditions:

The proposed modifications to the Conditions of Approval are attached, with revisions shown in legislative style with additions underlined and deletions struck-out. Among other changes, the modifications would:

1. Revise condition 36 to establish the limitations on mining in the first three years of the project set forth in paragraph 1 of the Settlement Agreement, and authorize additional excavation of the floodplain bench enhancement identified in paragraph 2 of the Settlement Agreement.
2. Revise conditions 41 and 55 to require that Syar revegetate using native plants.
3. Revise condition 58 to require Syar to monitor its river enhancement features, recognizing that such features are not expected to be permanent.
4. Revise conditions 41, 53, 55, 58, 79, and 84 to clarify Syar's obligations to conduct and make available photo-documentation and other monitoring.
5. Revise conditions 50, 51, and 52 to reiterate PRMD's authority to determine whether to modify bar buffers based on monitoring data.
6. Revise conditions 50 and 56 to clarify that PRMD will consult with Caltrans where Caltrans infrastructure is at issue.

Staff recommends approval of the proposed revisions, which have been agreed to by both the petitioners and Syar. The proposed revisions do not significantly change the intent of the existing conditions and, in some cases, help to clarify or strengthen certain monitoring and environmental protection measures.

Enhancement Plan:

Syar has also provided additional information and maps concerning the floodplain enhancement identified in the Settlement Agreement. The enhancement would excavate an area of the floodplain near Bar 13, creating a floodplain bench that would serve as a potential refuge for fish and an area for native riparian revegetation. The Environmental Impact Report (EIR) disclosed and analyzed the potential impacts of floodplain benches and other enhancement activities as part of the project, and determined that such activities would result in beneficial impacts on vegetation, aquatic habitats, and the fish community in the Russian River. The EIR further identified and imposed mitigation measures to ensure that specific enhancement projects would not result in significant adverse impacts, including impacts related to turbidity, sedimentation, and habitat quality and quantity for special-status species. With the implementation of identified mitigation measures, the EIR concluded that all potential adverse impacts related to the implementation of floodplain enhancement projects would be less than significant.

Additional Environmental Review:

The proposed revisions to the conditions of approval and adding the floodplain enhancement would not result in any significant environmental effects or a substantial increase in the severity of any previously-identified significant effects, which would warrant a subsequent or supplemental environmental impact report. As discussed above, many of the proposed revisions to the conditions of approval are procedural in nature, and many of the rest would clarify or strengthen the monitoring and environmental protections already required in the existing conditions of approval. In addition, as discussed above, the EIR fully disclosed, analyzed, and identified mitigation measures that address the potential impacts of floodplain enhancement activities. These measures are incorporated into the Conditions of Approval. No additional environmental review is necessary to implement the specific floodplain enhancement identified in the Settlement Agreement and Syar’s application.

Prior Board Actions:

On December 7, 2010, the Board of Supervisors certified the Environmental Impact Report and approved PLP08-0116, the Syar Alexander Valley Instream Mining Project and Sonoma County ARM Plan Amendments.

On October 2, 2012, the Board approved and authorized the Chair to sign the Settlement Agreement reached by the parties in the CEQA litigation challenging the project.

On December 4, 2012, the Board took original jurisdiction over applications submitted by Syar to revise its Use Permit Conditions of Approval and consider additional information regarding the floodplain bench enhancement, consistent with the Settlement Agreement.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Local resources are sustainably managed.

Fiscal Summary - FY 12-13

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):

None. The costs of the County processing the application are paid for by the applicant.

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:			
Draft Resolution Revised Conditions of Approval Enhancement Project – Russian River Alexander Valley Floodplain Bench Project prepared by Yolano Engineer’s Inc. Sept. 2012			
Related Items “On File” with the Clerk of the Board:			
Settlement Agreement and Mutual Release dated October 2, 2012.			



County of Sonoma

State of California

Date: March 19, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving Revised Use Permit Conditions Of Approval Including A Specific Enhancement Project For The Syar Alexander Valley Instream Mining Project As Agreed Upon In The October 2, 2012 Settlement Agreement, PLP08-0116, For 22291 River Road, 1701 Alexander Valley Road, and 3125, 3845, 4849, 5125, and 526 Highway 128, Geyserville; APN's: 141-190-059, -056, and -072, 091-010-014, 091-020-012, 131-050-004, 131-060-024, 131-090-004 and -010, 140-060-001 and -002, 140-080-016, 140-220-012 and -013, and 140-230-037, Supervisorial District No. 4 (PLP08-0116).

Whereas, on December 7, 2010 the Board of Supervisors approved an application for instream mining in the Alexander Valley Reach of the Russian River which included changes to the Aggregate Management Plan, specified bars to be mined, established limits on the amount of gravel to be removed each year, an Adaptive Management Plan, and river enhancement measures; and

Whereas, on January 8, 2011 the Russian RiverKeeper and the Redwood Empire Chapter of Trout Unlimited filed a civil action against the County of Sonoma and Syar Industries, Inc. challenging the approval of the project; and

Whereas, on October 2, 2012 the Russian RiverKeeper and the Redwood Empire Chapter of Trout Unlimited and Sonoma County and Syar Industries, Inc. entered into a Settlement Agreement to settle the dispute; and

Whereas, On December 4, 2012 The Board of Supervisors took original jurisdiction over amendments to the conditions resulting from the Settlement Agreement; and

Whereas, in accordance with the provisions of law, the Board of Supervisors held a public hearing on March 19, 2013, at which time all interested persons were given an opportunity to be heard; and

Whereas, changes and additions to the Conditions of Approval and the addition of an enhancement project near Bar 13 were adequately evaluated in the Environmental Impact Report prepared for the project and no further review under the California Environmental Quality Act is required; and

Whereas, mitigation measures have been incorporated into the Conditions of Approval.

Resolution #
Date: March 19, 2013
Page 2

Now, Therefore, Be It Resolved that the Board of Supervisors hereby approves the revised Use Permit Conditions of Approval and the specific Enhancement Project as specified in the Settlement Agreement to implement the proposed mining project and enhancement plan.

Be It Further Resolved that the Board of Zoning Adjustments hereby grants the requested Use Permit, subject to the Conditions of Approval in Exhibit "A-1," attached hereto.

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.

EXHIBIT "A-1"
Revised Conditions of Approval and Mitigation Monitoring Program

Date: March 19, 2013 **File No.:**PLP08-0116
Applicant: Syar Industries
Address: 22291 River Road, Geyserville
APNS: 141-190-059, -056, and -072, 091-010-014, 091-020-012, 131-050-004, 131-060-024, 131-090-004 and -010, 140-060-001 and -002, 140-080-016, 140-220-012 and -013, and 140-230-037

Project Description: Request for: 1) Aggregate Resource Management Plan and Mining Ordinance amendments to allow adaptive management methods of instream mining on the Russian River; and 2) Use Permit, River Enhancement Plan, and Reclamation Plan for 15 years to authorize the mining of 350,000 tons per year of gravel on the Lower Alexander Valley Reach of the Russian River (from Gill Creek RM 54 to the Jimtown Bridge RM 47.5 on the following parcels: 141-190-059, -056, and -072, 091-010-014, 091-020-012, 131-050-004, 131-060-024, 131-090-004 and -010, 140-060-001 and -002, 140-080-016, 140-220-012 and -013, and 140-230-037.

Prior to commencing mining activity, evidence must be submitted to the file that pre-operational conditions have been met.

BUILDING:

1. The operator shall apply for and obtain building related permits from the Permit and Resource Management Department for all activities outside the river (i.e., access roadways down the riverbank, grading or improvements along haul routes). The necessary applications appear to be, but may not be limited to, site review, building permit, and grading permit.

HEALTH:

"The conditions below have been satisfied" BY _____ DATE _____

PRE-OPERATIONAL CONDITIONS

Water

2. Prior to project operation, the applicant shall provide a photocopy of the Operating Permit of the water system accessed to supply drinking water for employees (or a recent utility bill if water is taken from the City of Healdsburg public water system, or a bill from a permitted commercial provider, i.e. Sparkletts, Arrowhead, etc). Said permit shall be issued by the California Department of Health Services. Alternatively, the applicant may supply a letter stating that employees shall be provided with drinking water from individual water bottles labeled for retail sale in the State of California.

Sanitation

3. Prior to project operation, the applicant shall provide a photocopy of a commercial service agreement to service portable toilets with wash sinks at a minimum of at least once every seven days. The commercial service company shall have a current permit from Sonoma County Environmental Health to haul liquid waste.
4. Prior to project operation, the applicant shall apply to the PRMD Well and Septic Section for a formal Waiver to the Basin Plan (fees apply), in order to allow portable toilets for seasonal use.

OPERATIONAL CONDITIONS

5. A safe, potable water supply shall be provided and maintained.

Solid Waste

6. Sufficient solid waste receptacles shall be spotted and maintained to control litter from employee use. Solid waste receptacles shall be water proof and rodent resistant (heavy plastic or metal construction) with tight fitting lids.
7. During work activities, all trash that may attract predators shall be properly contained, removed from the worksite, and disposed of daily. Following mining activities, all trash and debris shall be removed from work areas. Mitigation Measure 3.3-5.f.

Mitigation Monitoring: PRMD staff will check that garbage is being removed on a random basis whenever an inspection is made.

Hazardous Materials Program

8. Comply with applicable hazardous waste generator, underground storage tank, above ground storage tank and AB2185 (hazardous materials handling) requirements and maintain any applicable permits for these programs from the Hazardous Materials Division of Sonoma County Fire & Emergency Services Department.
9. Implement the Spill Prevention Fueling and Lubrication (SPFL) Plan for each individual mining site as part of the annual Mining Plan, as required by Mitigation Measure 3.11-1 in Section 3.11, Hazards and Hazardous Materials. The SPFL Plan shall include the following measures:
 - a. All refueling and maintenance of mobile vehicles and equipment shall take place outside of the river channel, mining areas and access roads. Fueling and maintenance activities associated with other less mobile equipment shall be conducted with proper safeguards to prevent hazardous material releases.
 - b. All chemical dust suppressants and slope stabilization chemicals or polymers, and sediment pond enhancement chemicals or polymers shall be EPA-approved and shall be used strictly according to the manufacturer's directions. An accurate accounting of the kinds and quantities of these materials used on the site shall be maintained by the operator. Mitigation Measure 3.2-11.a.

Mitigation Monitoring: A current SPFL Plan shall be on file with PRMD at all times when mining is occurring. The plan shall be updated as necessary to ensure that it incorporates any changes in regulations or chemicals used which may occur during the life of the permit. PRMD staff will inspect mining sites annually.

10. Update the Spill Prevention Fueling and Lubrication (SPFL) Plan. Before initiation of mining activities, operator shall update its SPFL plan in conformance with all federal, state, and local requirements and the ARM Plan. The SPFL plan shall be reviewed and approved by the Sonoma County Fire and Emergency Services Department. The SPFL plan shall describe in detail the safety procedures followed by operator (e.g., weekly visual inspections of any tanks and storage containers, spill prevention procedures, employee training regarding the use of equipment, spill prevention and response training, risk management), disposition of spill response equipment, as well as the procedure for response and notification in case a spill occurs. Additionally, the SPFL plan shall address the following issues:
 - a. Vehicle and mining machinery equipment fueling and maintenance procedures and practices shall be designed to minimize or eliminate the discharge of hazardous material spills and

leaks to the ground or to watercourses. These procedures shall be applied on all sites where vehicle and equipment fueling and maintenance take place.

- b. On-site vehicle and equipment and machinery fueling and maintenance shall only be used where it is impractical to send vehicles and equipment off-site for fueling and maintenance. Any stationary equipment on-site shall be placed on a bermed containment pad covered by a minimum 10-millimeter liner that is impervious to petroleum products.
- c. Drip pans or absorbent pads shall be used during vehicle and equipment fueling and maintenance, unless the fueling or maintenance is performed over an impermeable surface in a dedicated fueling area.
- d. Dedicated fueling and maintenance areas shall be protected from storm water run-on and runoff, and shall be located at least 15 meters (50 feet) from downstream drainage facilities and watercourses. Fueling must be performed on level-grade areas.
- e. Fueling nozzles used in vehicle and equipment fueling shall be equipped with automatic shut-off capabilities to prevent the overflowing of fuel tanks and to control drips.
- f. Equipment fueling operations shall not be left unattended.
- g. Where required by NSCAPCB, vapor recovery nozzles shall be used to help control drips and air pollution. Nozzles shall be secured upright when not in use.
- h. Fuel tanks shall not be topped off. Allowances shall be made to account for fuel expansion, particularly during hot weather. Fuel tanks shall be filled to a maximum of 85% full.
- i. Vehicles, machinery, and equipment shall be inspected each day before use for engine oil, hydraulic oil, and coolant system leaks. Leaks shall be repaired immediately or problem vehicles or equipment shall be removed from the study area. Hoses and hydraulic lines shall be inspected for abrasions and cracking. If a hose or hydraulic line is damaged or in obvious need of repair, it shall be replaced before the equipment starts work for the day. Hydraulic system pressure relief valves shall be tested periodically to ensure the equipment hydraulic system does not over-pressurize and cause hydraulic hose or fitting failure.
- j. Absorbent spill cleanup materials and spill kits shall be available in fueling and maintenance areas and on fueling trucks and shall be disposed of properly after use. Absorbent spill cleanup materials shall be used on small spills instead of hosing down or burying techniques. The spent absorbent material shall be contained, removed promptly, and disposed of properly.
- k. Mobile fueling of equipment shall occur at designated fueling areas on the terraces away from the high banks of the river channel.
- l. Fueling and maintenance areas shall be protected with berms and/or dikes, where practical, to prevent run-on* and runoff and to contain spills.
- m. Fueling areas and storage tanks shall be inspected regularly.
- n. An ample supply of spill cleanup material shall be kept on the site.
- o. The operator shall immediately clean up spills and properly dispose of contaminated soil and cleanup materials.

The operator shall implement the measures in the plan in the event of an accidental release of hazardous materials as required in the Sonoma County ARM Plan. A copy of the final documentation of the cleanup/spill incident report following an accidental release of hazardous materials shall be submitted to the Sonoma County Fire and-Emergency Services Department and to demonstrate the completion of the mitigation. Mitigation Measures 3.11-1.

*Run-on refers to surface flowing water from the surrounding vicinity that flows onto the fueling and maintenance areas during rain events. Runoff refers to surface flowing water that flows off the site during rain events. Both may be of concern should they become commingled with any spilled fuel/maintenance materials.

Mitigation Monitoring: The SPFL Plan will be provided to the Sonoma County Fire and Emergency Services Department for their review and approval. A copy of the approved plan shall be provided to the project planner and Project Review Health Specialist. Each time the SPFL is updated it shall be submitted to the Fire and Emergency Services Department and an approved copy provided to the project planner and Project Review Health Specialist. A copy of the current plan shall be kept by the project manager during the mining period.

Noise

11. Noise shall be controlled in accordance with the following as measured at the exterior property line of any affected residential or sensitive land use:

Maximum Exterior Noise Level Standards, dBA

Cumulative Duration of Noise Event in any one-hour Period	Daytime 7:00 a.m. to 10:00 p.m.	Nighttime 10:00 p.m. to 7:00 a.m.
30-60 Minutes	50	45
15-30 Minutes	55	50
5-15 Minutes	60	55
1-5 Minutes	65	60
0-1 Minutes	70	65

The EIR identified possible significant and unavoidable noise impacts. These are addressed in the following conditions.

12. Implement Noise Abatement Measures for On-Site Equipment Use. Syar shall implement noise abatement measures:
 - a. Operation of heavy-duty equipment at Bars SD-2, S-7, and S-8 through S-10 shall be limited to the daytime hours between 7:00 a.m. and 6:00p.m Monday through Friday and no weekends or holidays.
 - b. All heavy equipment shall be equipped with noise control devices (e.g., mufflers) in accordance with manufacturers' specifications.
 - c. All heavy equipment shall be inspected periodically to ensure proper maintenance and presence of noise control devices (e.g., lubrication, non-leaking mufflers, and shrouding).

Temporary noise blankets shall be used to shield the noise-sensitive receptors adjacent to Bars S-9 (Receptors 4-10) and S-10 (Receptors 1-3) as shown on Figures 3.7-1 through 3.7-3 of the Draft EIR if the above measures do not adequately reduce the operational noise levels to within acceptable nontransportation-noise-level performance standards shown in Table 3.9-3 of the Draft EIR, unless the owner(s) and occupant(s) of the sensitive receptors object to the use of temporary blankets to shield their residences from noise. Noise blankets shall be placed in the direct line of sight from the bar to the receptor. Height and length of the noise blankets shall depend upon the

size and orientation of the operational portion of the bar in relation to the sensitive receptor, and the equipment to be shielded. The blankets shall generally be no higher than 12 feet, nor longer than 300 feet. Noise blankets shall be removed as soon as the mining of the bar is complete.

Mitigation Measure 3.9-1.

Mitigation Monitoring: PRMD will ensure that noise blankets are installed and maintained where allowed by the receptors who have allowed installation of the noise blankets.

13. Implement Noise Abatement Measures for Public Roadways. The operator shall meet the relevant exterior noise standard at each potentially impacted residence. To meet the standard, the operator shall implement noise abatement measures, including but not limited to the following measures, on public roadways in the project vicinity:
 - a. All heavy trucks shall be equipped with noise control devices (e.g., mufflers) in accordance with manufacturers' specifications.
 - b. All heavy trucks shall be inspected periodically to ensure proper maintenance and presence of noise control devices (e.g., lubrication, non-leaking mufflers, and shrouding).
 - c. All hauling shall be limited to daytime hours, starting at 7:00 a.m. to sunset as established by the Morrison Planetarium, California Academy of Sciences. (The longest day of the year is in June and the sun sets at approximately 8:30 p.m.).
 - d. Compression release engine air brakes ("jake brakes") shall not be used while operating haul trucks in residential areas.
 - e. Trucks shall reduce speeds to five mph below posted speed limit.
 - f. The operator shall secure all loose chains and other mechanical items on trucks that may otherwise create unnecessary noise. Mitigation Measure 3.9-3.a.

Mitigation Monitoring: Prior to the start of mining each year the applicant shall prepare a fleet maintenance report detailing the maintenance of the haul vehicles and operation of noise control devices. In addition the driver training shall include training on methods to minimize noise, such as minimizing brake use, minimizing backing up, maintaining low speeds, and securing loose items on the truck. The applicant will provide PRMD with a copy of the fleet maintenance report. PRMD staff will review the report and request changes in fleet operation or maintenance as necessary.

14. The operator shall meet the relevant exterior noise standards at Receptors L and M by either:
 - a. Precluding use of Haul Route 3; or
 - b. Implementing temporary noise barriers as close to Receptors L and M (as shown on Figures 3.7-1 through 3.7-3 of the Draft EIR) as possible to break the line of sight between haul trucks and the receptors, and reduce noise levels up to 10 dBA and into conformance with County noise standards, unless the owner(s) and occupant(s) of Receptors L and M object to the use of temporary barriers to shield their residences. Temporary barriers shall meet the following requirements:
 - i) The materials used for temporary barriers shall be sufficient to last through the duration of the mining season and shall be in good condition.
 - ii) The barriers shall be constructed of three-quarter-inch Medium Density Overlay (MDO) plywood sheeting, or other acceptable material having a surface weight of two pounds per square foot or greater, and a demonstrated Sound Transmission Class rating of 25 or

greater as defined by American Society for Testing and Materials Test Method E90.

- iii) The MDO barriers shall be lined on one side (noise source side) with glass fiber, mineral wood, or other similar noise-absorbing material at least 2 inches thick with a noise reduction coefficient rating of NRC-0.85 or greater, based on certified sound absorption coefficient data taken according to American Society for Testing and Materials (ASTM) Test Method C423.
- iv) When barrier units are joined together, the mating surfaces shall be flush with each other. Gaps between barrier units, and between the bottom edge of barrier panels and the ground, shall be closed with material that will completely close the gaps and be dense enough to fully attenuate noise. Mitigation Measure 3.9-4.

Mitigation Monitoring: PRMD staff will verify that the barriers have been installed as required.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied" BY _____ DATE _____

PRE-OPERATIONAL CONDITIONS

- 15. Prior to initiating mining activities, a Traffic Mitigation Fee shall be paid to the County of Sonoma, as required by Section 26, Article 98 of the Sonoma County Code, before implementing the Mining and Reclamation Plan. This permit shall not be vested until the traffic mitigation fees are paid in full.

OPERATIONAL CONDITIONS

- 16. The operator shall prohibit project trucks from traveling through the Hwy 101 southbound off-ramp at Healdsburg Avenue/Old Redwood Highway during the AM peak from 7:00 a.m. to 9:00 a.m., in accordance with Table 3.6-8 of the Draft EIR, inserted below. The operator shall monitor and document compliance with this measure, and submit monthly reports during the mining season to PRMD demonstrating compliance.

Alternatively, in 2015 or thereafter, the operator may submit to PRMD a traffic study with updated traffic counts at the southbound off-ramp of Hwy 101 and Healdsburg Avenue/Old Redwood Highway. If the study finds that traffic has not grown as quickly as predicted above, and that the intersection has and will operate at LOS D or better during the AM peak of 7:00 a.m. to 9:00 a.m., with more Syar trucks than authorized above, then Syar shall comply with all limits identified in the Traffic Study to maintain LOS D or better. At no time may the operator exceed 22 truck trips per hour (20 gravel trucks and two miscellaneous vehicles). Mitigation Measure 3.6-1.

Mitigation Monitoring: The operator will document the number of trucks traveling through the Hwy 101 southbound off-ramp at Healdsburg Avenue/Old Redwood Highway during the AM peak from 7:00 a.m. to 9:00 a.m. The report shall be provided to PRMD staff at the end of each mining season. PRMD staff will verify that the applicant's report shows no more than 22 trips per hour through the intersection.

Starting in 2015 the applicant will provide a Traffic Study prepared by a traffic consultant providing updated counts for the intersection. The study shall be provided to PRMD staff to allow staff to determine whether it is appropriate to restrict the number of trips as reflected in Table 3.6-8 (below). If the study clearly indicates LOS is still below LOS D with the 22 truck trips per hour then the applicant may continue to allow 22 trips per hour through the intersection in the AM peak. Based on the new study an alternative schedule of truck trip reductions may be approved by the Director of PRMD. Additional studies in future years that verify the actual LOS will be used to determine whether restrictions are applied.

Table 3.6-8 Maximum Number of AM Truck Trips from Site to Plant to Avoid Impact			
Year	Traffic Growth above 2007 Counts	Maximum Truck Trips (including maintenance & lube trucks)	Reduction from Total
2008	1.5%	22	0
2009	3.0%	22	0
2010	4.6%	22	0
2011	6.1%	22	0
2012	7.7%	22	0
2013	9.3%	22	0
2014	11.0%	22	0
2015	12.6%	21	1
2016	14.3%	20	2
2017	16.1%	19	3
2018	17.8%	18	4
2019	19.6%	17	5
2020	21.4%	16	6
2021	23.2%	15	7
2022	25.0%	14	8
2023	26.9%	13	9
2024	28.8%	12	10
2025	30.7%	11	11

17. The operator shall retain a professional engineer to develop a traffic control plan for each haul route. The plan at minimum shall include the provision of warning signs and other informational devices to alert other drivers of the presence of trucks entering the major roadways; plans for any usage of traffic lane changes; and locations for any required personnel such as flagmen or personal directing traffic. Mitigation Measures 3.6-3.a.

Mitigation Monitoring: The traffic control plan shall be submitted to PRMD staff along with the mining plan for each year. The plan will be provided to the project planner, the County Transportation and Public Works Department (DTPW) , and the Sonoma County Sheriff's Department. If state roadways are involved the plan shall also be provided to California Highway Patrol.

18. As per ARM Plan standards, the operator shall develop a truck driver education program that includes posting details on haul routes and informing drivers of procedures established to reduce

public conflicts. The operator shall monitor driver compliance and respond to any complaints about gravel trucks operations. Mitigation Measures 3.6-3.b.

The operator shall provide information on proposed bike routes in any driver education or training associated with Mitigation Measure 3.6-3b. Mitigation Measures 3.6-6.b.

The operator shall require all its drivers to participate in a truck driver education/safety orientation which familiarizes rock haulers with protocols such as speed limit zones, school bus stops, areas of low sight distance on haul routes, permit limits on trucking, weight and load height limits, preferred circulation routes on the site to minimize interference, and establishes procedures to reduce public conflicts and ensure traffic safety.

Mitigation Monitoring: The applicant will provide a copy of the educational packet used in driver education to the project planner. PRMD staff shall verify that driver education materials covered all required topics and is conducted every two years. A list of employees undergoing the orientation shall be submitted to PRMD prior to commencing operations subject to this Use Permit. The training program shall be retaken every two years and the list shall be updated annually by the operator as new employees are added.

19. Prior to using Geyserville Avenue as a haul route, the operator shall ensure that shrubs and other vegetation are trimmed in the County right-of-way to provide more than 300 feet of stopping sight distance along Geyserville Avenue north of Independence Lane. The operator shall coordinate vegetation trimming with the Sonoma County Transportation and Public Works Department (DTPW) and Caltrans as appropriate. Mitigation Measures 3.6-3.d.

Mitigation Monitoring: PRMD staff shall inspect Geyserville Avenue as part of mining inspections to verify that sight distance is adequate.

20. The applicant shall obtain an encroachment permit from the DTPW for all work conducted in the public right-of-way. If the roadway is a state highway then an encroachment permit will be required from Caltrans.
21. Prior to first mining season, the operator shall enter into a Roadway Maintenance Agreement with the County providing its proportionate share of the responsibility to maintain the proposed haul roads. Mitigation Measures 3.6-4.a.

The DTPW will be responsible for entering into the agreement with the applicant. In addition the DTPW will adjust and publish the road maintenance fee annually on January 1st of each year. PRMD will determine the operator's annual road mitigation fee and formally bill and collect from the operator. The operator shall pay the maintenance fee within six months of receiving notice of the fee amount. If the operator does not make payment within six months, PRMD will initiate collection proceedings and may issue a Notice of Violation if the operator defaults on the payment. The operator may be issued a Notice of Violation of the Conditions of Approval of this permit. The permit may be subject to revocation or modification for any permit violation.

Mitigation Monitoring: PRMD staff shall verify the agreement has been executed prior to commencing operations.

22. Prior to use of a haul route that utilizes one of the following roads, the operator shall implement roadway preparation work and construct pavement improvements, as described below, prior to the use of relevant road.
 - a. Bill Ferguson Road shall receive a new chip seal.

- b. Banti Lane shall receive a new chip seal.
- c. Prior to proposed road work on Healdsburg Avenue, the operator shall perform excavation and pavement repair at locations on the haul route portions of those roads specified by DTPW to address road base failure. Mitigation Measures 3.6-4.b.

In the years that any of the above roadways are to be used as haul routes the applicant shall include evidence that the required work has been performed as part of the mining plan for that season.

Mitigation Monitoring: The DTPW shall inspect roads prior to initiation of mining to verify that required improvements have been completed.

23. The operator shall document road conditions prior to and after the mining season and repair any damage caused by the operator each year. Mitigation Measures 3.6-4.c.

The applicant shall coordinate with DTPW or Caltrans or both as necessary, depending on what roads are being used that mining season. The applicant shall provide documentation that work was performed according to the requirements established by the DTPW or Caltrans, depending on which agency has jurisdiction over the roadway being repaired.

Mitigation Monitoring: Staff shall conduct inspections prior to and after mining to verify that damage has been repaired. Mining shall not be authorized until repairs are completed.

24. The operator shall improve railroad track crossings on Routes 3, 4, 6, 7, and 8 to meet all applicable safety standards as required by the California Public Utilities Commission (CPUC), Sonoma Marin Area Rail Transit (SMART), and North Coast Rail Authority (NCRA). For Routes 3, 4, 6, 7, and 8, Syar shall obtain an encroachment permit and enter into a lease agreement with NCRA for installation of improvements. This encroachment permit would obligate the operator for ongoing maintenance of the railroad crossings. The applicant shall provide copies of the encroachment permit and lease agreement to the project review planner. Mitigation Measures 3.6-5:

Mitigation Monitoring: The project planner shall conduct pre-mining inspections to verify the railroad crossing improvements are completed prior to authorizing mining.

25. Where necessary, widen all the portions of Geyserville Avenue used as a haul route for the project. The operator shall widen all portions of Geyserville Avenue used as a haul route to five feet of paved shoulder. The operator shall provide a minimum of three feet of paved shoulder in areas with legal, physical and/or environmental constraints (e.g., lack of right of way, creek crossings, slopes, and trees). Mitigation Measures 3.6-6.a.

Prior to mining where Geyserville Avenue will be used as a haul route, the operator shall coordinate with DTPW and/or Caltrans to perform the necessary widening. Work shall be based on DTPW/Caltrans information about the location of the existing right-of-way. The operator shall provide documentation that all encroachment permits have been received for the work and that, once completed, the work has been accepted by DTPW and/or Caltrans. This documentation shall be provided to PRMD staff along with the Mining Plan for the year.

Mitigation Monitoring: PRMD staff shall conduct site inspections to verify completion prior to authorizing mining.

GRADING AND STORM WATER:

“The conditions below have been satisfied” BY _____ DATE _____

PRE-OPERATIONAL CONDITIONS

26. This project is subject to the National Pollutant Discharge Elimination System (NPDES) requirements, and coverage under the State General Industrial Permit, as adopted by the State Water Resources Control Board (SWRCB). Prior to initiating mining activities, a copy of the Notice of Intent (NOI) filed with the SWRCB, as well as the Waste Discharge Identification Number (WDID) issued by that agency must be submitted to the Project Review Section of PRMD. PRMD shall not issue the Building or Grading Permits until the NOI and the WDID have been received.
27. Prior to issuance of grading permits, the operator shall submit an engineering analysis demonstrating that any proposed bank stabilization or enhancement features are anchored, meet applicable construction standards, and are designed to withstand the hydrologic force of the river. Mitigation Measure 3.14-1.

The operator shall submit an analysis of the proposed bank stabilization and/or enhancement features to PRMD staff. The analysis shall be submitted prior to the start of work.

Mitigation Monitoring: PRMD staff shall review the analysis and verify that the proposed bank stabilization or enhancement features meet the appropriate standards for the location where they are to be installed.

OPERATIONAL CONDITIONS

28. Prior to implementing the Final Reclamation Plan, drainage improvements shall be designed by a civil engineer and constructed in accordance with PRMD standards and the Water Agency's Flood Control Design Criteria. Plans shall be submitted for review and approval by the PRMD Grading and Storm Water Section. Drainage improvements shall be subject to grading permits and shall be maintained and operated in accordance with the prepared Drainage Plan and shall be shown on the Reclamation and Grading Plans. PRMD Grading and Storm Water Section will verify that the plans have been designed and constructed in accordance with PRMD standards and the Water Agency's Flood Control Design Criteria.
29. The operator shall implement the following Best Management Practices (BMPs) to minimize erosion at access roads and staging areas:
- a. Road surface drainage measures shall be implemented for any newly constructed roads to minimize erosion from drainage that originates from the road surface, cut-bank, or hillslope drainage that crosses the road alignment. Road surface drainage shall be preferentially out-sloped where feasible and incorporate rolling dips so that road surface is drained toward stable, vegetated areas, and away from gullies, swales or other watercourses that drain toward the Russian River.
 - b. If insloping is the only option to drain surface runoff from the road surface, then an inside drainage ditch shall be constructed to remove surface runoff. Ditch relief culverts shall be designed and installed at intervals along the road that are frequently spaced to prevent gullyng of the ditch and culvert outfall, and shall not discharge into a watercourse.

- c. Ditch flow shall discharge into vegetated buffer areas or filter strips before reaching a watercourse.
- d. All road construction activities shall be conducted during the dry season and completed by October 15.
- e. Keep soil disturbance to a minimum during construction. Retain rooted trees and shrubs wherever possible.
- f. Bare slopes created by construction activities shall be protected until vegetation can be established. Minimize surface erosion on exposed cuts and fills by mulching, seeding, planting, compacting, armoring, and/or benching prior to onset of fall rains.
- g. Top soil and overburden from construction shall be stockpiled at least 200 feet away from the low flow channel of any perennial or intermittent stream and in a manner so that runoff is contained.
- h. Any construction activities conducted near a flowing channel shall use silt fences, straw bale silt dams, or similar measure to prevent sediment from entering the watercourse.
- i. Unsurfaced seasonal use roads and staging areas shall not be used when wet; hauling shall be limited to dry periods. Physical barricades shall be installed to block roads from winter use.
- j. If excessive road dust collects during dry summer use, watering shall be used to prevent excessive loss of road surface materials.
- k. Roads shall be inspected at end of fall use season for potential erosion problems during winter rainy season. Road surface grading shall be conducted prior to October 15 if excessive road dust has collected or road ruts have developed. Mitigation Measure 3.2-12.b.

Mitigation Monitoring: PRMD Grading and Storm Water Section will verify that the plans have been designed and constructed to include the above BMP's.

30. During excavation of inset floodplain benches, alcoves or installation of large woody debris or bioengineered bank stabilization features, retain a 25-foot berm or plug at the end of the work area to isolate the work site from the flowing channel until the excavation is completed. A long reach excavator shall be used to pull the gravel plug away from the river channel. Remove the plug at the final excavation to limit the potential for large amounts of fine sediments to enter the waterway. Allow any turbid water in the alcove to settle before making the final below water excavation connecting to the thalweg. Mitigation Measure 3.2-12.c.

Mitigation Monitoring: PRMD Grading and Storm Water Section will verify that the plans have been designed and constructed in accordance with the above criteria. PRMD staff will inspect the work on an ongoing basis and ensure that measures to prevent sedimentation are maintained.

31. The Mitigation Measures, Conditions of Approval and Best Management Practices (BMPs) shall be incorporated as specifications and notes on the Annual Mining Plans. Mitigation Measure 3.2-12.d.

Mitigation Monitoring: PRMD staff will ensure that the BMP's are incorporated into building and grading permits and that additional measures which may be deemed necessary are included on a site specific basis.

32. All construction personnel involved in the mining project shall attend a pre-construction/mining conference with PRMD or the SRC to review the construction BMPs and Conditions of Approval. Mitigation Measure 3.2-12.e.

Mitigation Monitoring: The applicant shall provide PRMD staff with a copy of the training material that will be presented to mining personnel. Additionally, PRMD staff and the SRC shall be notified one month in advance of the preconstruction/mining training conference to ensure attendance.

33. Construction staging and erosion control BMPs shall be used to contain sediments and prevent their delivery to the low flow channel. This shall include the use of BMPs built into the construction plan by use of site specific SWPPPs. Mitigation Measures 3.2-14.a.

Mitigation Monitoring: PRMD Grading and Storm Water Section will verify that the annual mining plans have been designed and constructed in accordance with PRMD standards and the Water Agency's Flood Control Design Criteria.

34. Excavated sediments shall be removed to a contained area outside of the channel and allowed to drain so that turbid water does not enter a flowing channel. Mitigation Measures 3.2-14.b.

Mitigation Monitoring: The stockpile area shall be specified on the mining plans. PRMD staff shall inspect sediment stockpile sites prior to authorizing mining and during mining activities to ensure compliance.

35. A specific construction and grading plan shall be prepared as part of the annual AMS mining plan process. Mitigation Measures 3.2-14.c.:

Mitigation Monitoring: PRMD Grading and Storm Water Section will verify that the plans have been designed and constructed in accordance with PRMD standards and the Water Agency's Flood Control Design Criteria.

PLANNING:

"The conditions below have been satisfied" BY _____ DATE _____

36. This permit approval allows for:
- 1) Aggregate Resource Management Plan and Mining Ordinance amendments to allow adaptive management methods of instream mining on the Russian River; and
 - 2) Use Permit for: a Mining Plan, River Enhancement Plan, and Reclamation Plan to authorize:
 - a. Mining of up to 350,000 tons per year of gravel (as modified by these conditions and Mitigation and Monitoring program) on the Lower Alexander Valley Reach of the Russian River (from Gill Creek RM 54 to the Jimtown Bridge RM 47.54) on the following parcels: 141-190-059, -056, and -072, 091-010-014, 091-020-012, 131-050-004, 131-060-024, 131-090-004 and -010, 140-060-001 and -002, 140-080-016, 140-220-012 and -013, and 140-230-037. Subject to the following limitations and conditions and an Adaptive Management Strategy.
 - b. Per the October 2, 2012 Settlement Agreement, over the first three years mining on river bars will be limited to an average of 175,000 tons of gravel per year, for a total of up to 525,000 tons of gravel over the first three years. In addition, excavation shall be allowed

during this time period in connection with the river enhancement projects identified in Section 1(b) of the Settlement Agreement, and excavation shall be allowed at any time during the permit term in connection with the floodplain bench enhancement project identified in Section 2 of the Settlement Agreement, subject to the limitation that the total amount of mined material from river bars, associated enhancement projects, and floodplain bench enhancement shall not exceed the use permit limit of 350,000 tons of gravel per year (and shall not exceed the reduced limits set forth above that apply during the first three years).

- c. A mining period of 15 years.
- d. A mining season of June 1 to November 1, except for bars requiring access via temporary bridges, which would be mined from June 15 to October 15 only. No mining on holidays.
- e. Hauling would occur Mondays through Fridays only (except holidays).
- f. Hours of operation a maximum period from 6 a.m. to 9:30 p.m. Truck operations would vary during the course of the year and trucks could only travel from 30 minutes after sunrise to 30 minutes before sunset. Hours are restricted in areas with noise sensitive receptors such as Bars S-9 and S-10.
- g. Haul Routes 2 and 5 have been excluded from the haul routes.

A Revised Reclamation Plan is also approved subject to these conditions which addresses annual as well as final reclamation tasks to be carried out at the extraction. The extraction sites on gravel bars are to be reclaimed to a condition which allows them to continue to function as aquatic and/or riparian habitat.

This approval authorizes mining and reclamation activities in conformance with the proposal statement titled "Syr Alexander Valley Mining, River Enhancement Plan, and Reclamation Plan for the Russian River" dated August 2008, as modified by these conditions and Mitigation and Monitoring program and the specific enhancement project adjacent to Bar 13 resulting from the October 2012 Settlement Agreement. The operator agrees to abide by the terms of the approved Mining and Reclamation Plan and the Conditions of Approval. The operator agrees that this Use Permit and Reclamation Plan shall supersede all prior Use Permits and Reclamation Plans for gravel mining issued to the site, including the previously approved Use Permit and Reclamation Plan for DeWitt Sand and Gravel. File numbers for previous permits are UP4209, UP5658, UP6634, UP9773, UP10037, UP88-5658, UP90-361, and UPE/SMP95-1067 among others. Use Permits issued for wineries or other uses unrelated to mining are unaffected by this action.

- 37. This Use Permit is subject to Sonoma County Fire Safe Standards and the Reclamation Plan shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District prior to initiating mining activities. Prior to implementing the Use Permit and Reclamation Plan, written approval shall be provided to PRMD from the County Fire Marshal/Local Fire Protection District.
- 38. Prior to the beginning of mining, the operator shall prepare a cost estimate for the Reclamation Plan consistent with the guidelines of the California Department of Conservation. Prior to initiating mining activities, the operator shall submit a bond or other instrument made payable to the County and Department of Conservation in accordance with an approved, detailed cost estimate to complete all reclamation of the site. The financial assurance shall be maintained on file until PRMD determines that all reclamation has been successfully carried out in compliance with the approved reclamation plan. The financial assurance shall be approved and secured by PRMD in accordance with SMARA 2773.1 and 2774(c) prior to initiation of mining and reclamation

activities. Bonds or Letters of Credit shall renew automatically and shall not expire without 90-days advance written notice being provided to PRMD. A Continuation Certificate or other proof of extended coverage shall be forwarded to PRMD no less than 30 days prior to the expiration date of the financial assurance. PRMD will review the amount of the security on an annual basis and may require an increase in the amount of financial assurance to account for additional lands disturbed or reclaimed, inflation, or revised cost estimates. The bond or letter of credit shall reference the name of the mining site, the Resolution number of the County approval, and PRMD file number.

The County may pursue redemption of the securities if: (1) the annual or the final reclamation does not meet the performance standards; (2) satisfactory progress is not made toward completing the reclamation in a timely manner; or (3) the operator is financially incapable of carrying out the reclamation. The operator shall be responsible for submitting and maintaining the required security. Violations of the condition may result in enforcement action up to and including modification or revocation of the Use Permit.

39. To the extent required by law, the operator shall obtain any and all permits or approvals required by other agencies having jurisdiction over the project and shall provide copies of same to PRMD. This permit is subject to the conditions of said permits and any violation of other such permits shall constitute a violation of this permit. Such agencies may include, but are not limited to:
 - a. California Department of Forestry and Fire Protection
 - b. California Water Resources Control Board/Regional Water Quality Control Board
 - c. California Department of Fish and Game
 - d. Army Corps of Engineers
 - e. National Marine Fisheries Service
 - f. U.S. Fish and Wildlife Service
 - g. Sonoma County Public Health Department
 - h. Northern Sonoma County Air Pollution Control District
 - i. PRMD Road Encroachment Permit / 3836R Roiling Permit
 - j. California Department of Transportation
 - k. Public Utilities Commission (for Railroad Crossings)
40. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, and \$2,792.25 (or latest fee in effect at the time of payment), because a Environmental Impact Report was prepared, for a total of \$2,842.25 made payable to Sonoma County Clerk and submitted to PRMD. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4(c)(3) of the Fish and Game Code.) NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.
41. Prior to initiating mining activities, the operator shall submit a revised Reclamation Plan to PRMD.

The plan shall meet all established County requirements. The operator shall revise the Reclamation Plan to address the comments contained in the Department of Conservation, Office of Mine Reclamation letter dated March 29, 2006. The plan shall include annual reclamation activities as well as final reclamation activities. This permit shall not be vested or effective and no mining shall be permitted until the revised Reclamation Plan has been approved by PRMD. The plan shall include a detailed Planting Plan, a planting and implementation approach, a detailed Monitoring and Remediation Plan, Management Guidelines and Schedule. A vegetation expert shall develop procedures for how trees and shrubs shall be planted, fertilized, irrigated, and monitored, and these procedures shall be incorporated into the final plan. Stream crossings used in mining operations shall be removed no later than October 31 each year. Finish slopes must be constructed, planting done, and the satisfaction of the plan's success criteria demonstrated prior to final approval of the site reclamation by PRMD. At a minimum the final Reclamation Plan shall include the following:

- a. The plan shall indicate the size and locations of annual and final planting areas on slopes, berms, and roads. The target habitat type for each planting area shall be specified.
- b. All woody plant species to be used in revegetation efforts shall be native species. Locally indigenous species shall be emphasized.
- c. In addition to woody plantings the newly completed reclaimed areas shall be seeded with locally indigenous native grasses and ~~other~~ herbaceous plants and mulched to provide erosion control. Mulch material shall be anchored or "tucked" either by shovel every 12" or with a roller or crawler tractor. Any such mulch material shall be of the lowest nutrient content possible.
- d. A final Monitoring Plan shall be included that describes parameters to be monitored, methods, success criteria, monitoring schedule and performance time frame (five years minimum), contingencies for potential problems such as erosion and plant die-off, and likely remedial measures to be taken. Monitoring need not be extensive or sophisticated, but must be sufficient to measure the degree of success of the reclamation and be able to guide remediation to ensure long-term success. Success criteria performance standards shall be considered met once the established plants have been in place at least five years, and are capable of self-regeneration and have met the quantified measurements for a period of two years without human intervention such as watering, weeding, fertilizing, replanting, etc. Photo-documentation, with GPS location and time and date stamp information, shall accompany any determination that criteria performance standards have been met. Additional criteria should be included to indicate general health or vigor of vegetation, species richness, erosion, and invasion by noxious weeds.
- e. The final Grading and Revegetation Plan shall be revised in conformance with recommendation of the California Departments of Fish and Game and Conservation.
- f. A Spill Prevention Control and Counter Measure Plan (SPCCMP) approved by the Sonoma County Fire and Emergency Services Department shall be included in the Reclamation Plan. (Syar's plan is titled the Spill Prevention, Lubrication, and Fueling Plan (SPLFP))
- g. Reclamation or stabilization of all roads and access points (excluding the processing/stockpile/loading/access areas) must be completed by November 1 of each year. Stabilization measures include hydraulic application of surface stabilizing compounds, hydroseeding, mulching, or other measures to prevent erosion. The operator must provide annual documentation to PRMD that they are up to date with all required reporting forms and fees, and have no outstanding water quality-related violations anywhere in the site. To ensure

accurate compliance with this condition the operator shall submit a site plan or aerial photograph clearly depicting the extent of mining and reclamation on the site every two years during mining and reclamation and at the completion of reclamation.

- h. All mining debris, operative and inoperative equipment, tires, tanks, barrels or other materials shall be removed by November 1 each year. Upon the completion of mining, all processing equipment used for mining shall be removed from the site so that reclamation can be completed.
- i. Prior to release of the financial assurances, the operator shall submit verification that the State Department of Fish and Game has determined that the riparian corridor reclamation along the river is successful.

Mitigation Monitoring: PRMD Project Review shall verify that the Reclamation Plan incorporates the Mitigation Measures. PRMD Project Review staff shall be responsible for reviewing all reclamation work through field inspections. Reclamation securities shall not be fully released until the reclamation is successful, as defined in this condition. Reclamation may be accepted in phases and security reduced as appropriate.

- 42. The operator and subsequent owners or operators of the above-referenced project may proceed with the approved mining operation and use only in compliance with the Proposal Statement and Reclamation Plan as modified by these Conditions of Approval. This Use Permit/Reclamation Plan and the Conditions of Approval run with the project site and are binding on future owners, heirs and assigns. Prior to the lease, sale or other conveyance of any portion of the real property occupied by this project, the owner shall provide a copy of this exhibit to the prospective lessee, buyer or other recipient of such conveyance.
- 43. Annual inspection, enforcement, and monitoring fees shall be paid by the operator in order to cover all actual costs incurred by the County for the inspection, monitoring, and enforcement of the applicable Use Permit and Reclamation Plan conditions in accordance with the ARM Plan. Where the monitoring services of a qualified professional are required by the Mitigation Monitoring Program, additional monitoring fees may be levied on the operator to cover such costs.

PRMD staff shall be responsible for determining compliance with this condition. PRMD staff shall also be responsible for billing the operator for all monitoring work done in compliance with ARM Plan and County ordinance requirements. Violations of the condition may result in proceedings to revoke the Use Permit for mining.

- 44. Aggregate mining and reclamation activities shall be conducted in a manner which complies with the following performance criteria and project objectives:
 - a. Complies with SMARA and Chapter 26A of the Sonoma County Code.
 - b. Complies with the requirements of resource and regulatory agencies with jurisdiction over the project site and/or operations and this permit as approved or subsequently revised.
 - c. Avoids causing adverse impacts to public infrastructure in the project area, including the Geyserville and Jimtown Bridges.
 - d. Avoids causing lateral bank erosion and/or repairs bank erosion in the project vicinity.
 - e. Avoids creating public health or safety impacts.

- f. Is consistent with the requirements the Federal Endangered Species Act, (FESA), California Endangered Species Act (CESA) and the Federal Clean Water Act (CWA) as such requirements may change over time.
- g. Avoids causing or contributing to significant adverse environmental effects.

PRMD staff will determine whether the project objectives are being met by reviewing all data collected through field inspections, and monitoring reports, and collecting feedback from resource and responsible agencies and the County's SRC.

45. The Use Permit and Reclamation Plan shall be subject to the provisions of the 1994 ARM Plan, Chapter 26A of the Sonoma County Code, and other County ordinances, local, state and federal regulations, rules, orders and requirements regulating surface mining and reclamation in existence or hereafter adopted pursuant to the 1994 ARM Plan. A violation of any rules shall constitute a violation of this permit, subject to revocation, modification, or additional mitigation measures and monitoring.

PRMD ARM staff shall review the reports and will periodically monitor compliance with the condition during ongoing field inspections and will respond to all complaints.

46. No gravel processing or stockpiling shall be done within the river channel. Processing operations, including crushing, washing, screening, stockpiling, mixing and retailing shall be conducted at the Healdsburg processing plant.

Stockpiles, processing operations, and ancillary uses located within the 100-year floodplain between November 1 and June 1 shall be designed and operated to prevent on-site and off-site damage from floods. PRMD will conduct site inspections, verify compliance with the condition and will respond to all complaints.

47. Annual mining operations shall not commence until the following activities are completed:
- a. A 3836R (Roiling Permit) application shall be submitted to PRMD and approved by the Sonoma County Board of Supervisors prior to the start of mining.
 - b. All other required agency permits or clearances shall be obtained including: Clean Water Act Section 404 Permit from the US Army Corps of Engineers, Clean Water Act 401 Permit from the RWQCB and Streambed Alteration Notification authorization from the State Department of Fish and Game. A copy of each permit shall be submitted to the County prior to commencement of operations.
 - c. The amended Reclamation Plan text and exhibits have been modified to conform to the Conditions of Approval and reviewed and approved by PRMD.
 - d. A financial assurance bond is supplied to PRMD in accordance with an approved, detailed cost estimate, sufficient to cover the reclamation costs as required by SMARA.
 - e. The operator shall prepare a Spill Prevention, Control and Counter Measure Plan (SPCCMP) in conformance with the requirements of the Code of Federal Regulations 40CFR112.as required by PRMD. (Syar's plan is titled the Spill Prevention, Lubrication, and Fueling Plan (SPLFP).
 - f. If hazardous waste is generated or stored, then the operator shall comply with hazardous

waste generator laws and AB2185 requirements and obtain a permit or approval from the Certified Unified Program Agency (Sonoma County Fire and Emergency Services Department performs this function in Sonoma County). The operator shall submit a copy of a current permit to PRMD to verify compliance.

- g. All hazardous waste materials shall be stored, handled and managed in accordance with the approved Site Plan and Hazardous Materials Plan so as to reduce the potential for any spillage. Hazardous materials and wastes are to be removed from all mining areas within the flood plain by November 1 of each year.
 - h. Provide PRMD with a list of the workers and/or employees that have undergone truck driver safety and cultural resources orientation and awareness training, pursuant to Section 26A-09-010 (c) and (p).
 - i. This permit shall not vest until all processing costs billed by PRMD for the processing of this application (File PLP08-0116) are fully paid. Mining shall not commence until the bill has been paid.
 - j. Any current or past due ARM Plan monitoring, inspection, and administration fees billed by PRMD shall be paid prior to the start of mining each year.
48. The operator shall prepare, and submit to California Department of Conservation and PRMD an Annual Monitoring Report with information required by the County and other agencies on all activities related to the implementation of the Use Permit and Reclamation Plan. This report shall be submitted each year until mining is considered completed. The annual monitoring progress report for the preceding year shall be submitted prior to March 1 of the following year unless extended by PRMD. The Annual Report shall include copies of the reports submitted to the Army Corps and other agencies.
49. Establish minimum baseline elevations for the Lower Alexander Valley mining reach at one-foot above the higher of either the 1997 or 2007 water surface elevations adjacent to each bar as shown in Figure 3.2-8. of the Draft EIR as attached to the Conditions of Approval. Mining shall not be allowed below the minimum baseline elevation (1-foot above the higher of 1997 or 2007 water surface elevations). Mining shall be limited to bars that have accumulated sediment above the reference baseline elevation established in the first year prior to mining. If the water surface elevation is higher than the baseline elevation during implementation of mining activities, mining shall be limited to 1-foot above the water surface elevation at that time. These standards shall be incorporated into the ARM Plan and SMARO Amendments for the Lower Alexander Valley reach, as well as, in the project conditions of approval. Mitigation Measure 3.2-1. Annual Elevation Monitoring Reports will be provided to PRMD staff along with the Mining Plans for the upcoming season.
- Mitigation Monitoring: The project planner shall ensure that the ARM Plan and SMARO amendments are made. During review of the annual mining plans and monitoring data PRMD staff, in consultation with the Scientific Review Committee (SRC) and the resource agencies, shall verify that the baseline is not breached, and that there has been an adequate accumulation of gravel on the bar(s) proposed for mining.
50. Mining shall only be allowed downstream of the horizontal apex of the bar (or the lower half of the bar where no apex is apparent) with an exception to allow mining in the upper half of the bar only when the head of bar buffer is at least eight feet above the water surface elevation measured from the upstream riffle crest at approximately 200 cfs flow, but in no case shall the head of bar buffer be less than one-third of the bar length. Mining will not be allowed in the upper half of the bar if

the head of bar buffer is less than eight feet above the water surface elevation, unless determined by the Director to be necessary to protect public infrastructure. The Director shall consult with the California Department of Transportation (Caltrans) where Caltrans infrastructure is at issue. Cut slopes shall be maintained at 10:1 from the bar head to the skim floor surface and shall be sloped along the skim floor surface at the same gradient as the low-flow river channel to drain to the downstream outlet at the bar tail. This standard shall be incorporated into the ARM Plan and SMARO Amendments for the Lower Alexander Valley Reach, as well as, the project conditions of approval. Mitigation Measure 3.2-2.

Mitigation Monitoring: ~~The project planner shall ensure that the ARM Plan and SMARO amendments are made.~~ PRMD staff shall evaluate the annual mining plans for compliance with these standards in consultation with the SRC and resource agencies and will verify during annual inspections. When the Mining Plan includes mining within the upper half of the bar detailed measurements and cross-sections of the height of the bar shall be included in the mining plans. In each annual review, PRMD shall also determine whether the head of bar buffer should be increased based on monitoring data.

51. Minimum side bar buffers shall be established at 15% of the maximum width of the active channel (widest point of the bar and low flow channel) but in no case should be less than 50 feet wide. The side bar buffer elevations should be no higher than the bar head if mining in the upper half of the bar (upstream of the apex). If side bar buffer heights exceed the head of bar buffer height, they shall be graded to match the maximum head of bar buffer elevation, retaining a minimum 50-foot undisturbed buffer along the edge of bar. Buffers shall taper down in width at the downstream end of the bar to allow for drainage of the mining site. Under the Adaptive Management Strategy (AMS), the final height and width of the side buffers may be adjusted by the County, in consultation with the SRC and agencies, but in no case shall be less than 50 feet wide. These standards shall be incorporated into the ARM Plan and SMARO Amendments for the lower Alexander Valley Reach, as well as, the project conditions of approval. Mitigation Measure 3.2-3.

Mitigation Monitoring: ~~The project planner shall ensure that the ARM Plan and SMARO amendments are made.~~ Prior to mining each year PRMD, in consultation with the SRC and the resource agencies, shall review annual mining plans and conduct site inspections to ensure that the side bar buffers are a minimum of 50 feet or 15% of the maximum width of the active channel whichever is greater. Final height and width of the side bar buffer may be adjusted and will be established by PRMD based on monitoring, in consultation with the SRC and resource agencies.

52. An undisturbed buffer area shall be established along the outer bank equivalent to 2.5 times the height of the bank or 30-feet whichever is greater measured from the toe of the outermost bank. The buffer shall be widened as necessary to include the dripline of existing riparian vegetation towards the low flow channel. An exception to the outer bank buffer can be made for enhancement components, such as channel alcoves, oxbows, inset floodplain benches or terraces, placement of large woody debris or bioengineered bank stabilization features. This standard shall be incorporated into the ARM Plan and SMARO Amendments, as well as, the project conditions of approval. Mitigation Measure 3.2-4.

Mitigation Monitoring: ~~The project planner shall ensure that the ARM Plan and SMARO amendments are made.~~ PRMD staff shall review of the mining year's skimming proposal and in consultation with the SRC and the resource agencies shall conduct site inspections to verify that the outer bank buffer is clearly delineated, riparian vegetation is protected, and verify that any incursions into the buffer are required. PRMD shall determine whether to grant an exception for enhancement components. PRMD staff, the SRC, and resource agencies will evaluate the exception each year to confirm the propriety of the exception.

53. The following additional monitoring shall be conducted by a qualified professional to track gravel recharge rates, changes in sediment storage, bar area, channel stability, channel width, low water surface elevations, thalweg elevations, and pool depth. Monitoring shall be required at three different spatial scales and time periods, as follows:
- ! Extended Monitoring Reach Survey: A baseline survey starting two gravel bars downstream of the Jimtown Bridge (RM 46) to one-half the distance from Gill Creek to Cloverdale Airport (RM 56.5) shall be performed prior to commencement of mining and then after a 10-year or greater flood or once every five years if no such flood occurs. The measurements outside of the permitted reach shall be used as a control, to determine the changes attributed to natural variation as opposed to mining activities.
 - ! Permitted Mining Reach Survey: A permitted mining reach survey from RM 47.5 to RM 54 shall be conducted after a five-year or greater flood or at least once every three years if no such flood occurs.
 - ! Local Mining Reach Area Survey: A local mining area survey that includes the mined bar (one pool), one bar upstream (two riffles and one pool), and one bar downstream (two riffles and one pool) from the mined bar (a total of four riffles and three pools) performed every year for a three-year period following mining, or until performance criteria are met or as approved by PRMD through adaptive management.

The additional metrics set forth in Mitigation Measures 3.2-5a through 3.2-5g, shall be incorporated into the monitoring program for each of the survey areas and time frames noted above.

- A. The Extended Monitoring Reach Survey identified above encompasses the Permitted Reach and the Local Mining Reach by definition. An Extended Monitoring Reach Survey will satisfy the survey requirements for both the Permitted and Local Mining Reaches as long as all of the data points required for the Permitted and Local Mining Reaches included in Mitigation Measures 3.2-5a through 3.2-5g are provided. A Permitted Reach Survey will satisfy the survey requirements for the Local Mining Reach as long as all of the data points required for the Local Mining Reach outlined in Mitigation Measures 3.2-5a through 3.2-5g are provided. Mitigation Measures 3.2-5.
- i. Sediment Storage. To help monitor gravel recharge and other changes in channel topography, in each year following mining activities, the operator shall provide a report prepared by a qualified professional with a comparative analysis of pre and post mining topography, including estimates for the amount of change in bar elevation and a numerical calculation for sediment storage change from the prior year. All submitted Digital Terrain Model (DTM) data shall be made available to the SRC and included in the project file to allow for public review.

Prior to the first year of mining, a baseline Digital Terrain Model (DTM) shall be developed for the entire extended monitoring reach (RM 46 to 56.5). The baseline DTM shall have an aerial photograph of the project reach overlain with elevation contours measured at 1-foot intervals, so that channel planform and key features can be monitored over time. The DTM must include elevation data for the edge of water and above water areas to the top of bank. The DTM data shall use the same coordinate system as the County's long term cross section surveys and shall be accurate to within 1.0 foot horizontally and 0.5 feet vertically of actual 3-dimensional ground coordinates. The baseline DTM data shall be collected in the spring during low flow but before any mining commences. The extended

monitoring reach channel survey above and below the proposed mining reach shall be repeated after a ten-year or greater peak flood (as measured at the Cloverdale USGS gauge) or once every five years if no such flood occurs. Baseline DTM shall determine pre-project channel outline from top of bank from each side of river and maintain that outline throughout the project period in order to determine bank erosion rates, changes in channel width, and ensure consistency in DTM measurements over the project period.

After mining commences, the operator shall prepare subsequent DTM surveys of the channel bars over the 6.5 mile permitted mining reach after a moderate flood event (defined as equal to or greater than a five-year flow event measured at the Cloverdale USGS gauge) or once every three years if no such flood occurs. The permitted mining reach and extended monitoring reach surveys may be performed in permit years six and 11 to avoid back to back surveys. A one-foot interval contour map and a graphic showing the change in elevation from the previous period, and a calculation of the change in sediment storage shall be prepared from the DTM data for all bars in the 6.5-mile monitoring area. The floodplain and banks above the bar surface elevation do not need to be surveyed and contour mapped again.

The operator shall prepare an annual DTM survey of each mined bar, plus one bar upstream and one bar downstream of the mined bar, for a pre-mining baseline survey and for each of 3 years after mining commences. A one-foot contour map of the mined bar and the upstream and downstream bars shall be prepared in each of the three years of monitoring along with a graphic showing a change in elevation from the previous year and a calculation showing the change in sediment storage volume. Annual DTM surveys of the local mined reaches will be included as part of the three-year permitted reach survey in the post-mining period.

In addition to the DTM monitoring data for baseline and post-mining monitoring, the operator shall also provide a mining plan to the PRMD and the SRC prior to each mining season. The mining plan shall include:

- a. A one-foot interval contour map of bar in plan view showing pre-mining and proposed post mining contours, an outline of the proposed mining area, and indicating the low-flow water surface elevation (at approximately 200 cfs).
 - b. Longitudinal profile over the complete bar length to low water.
 - c. Cross-sections, with at least one cross-section through head of bar, through the topographic high point of bar, through the lower-third of the mined area, and a cross-section oriented through the upstream riffle and head of bar.
 - d. A calculation showing the amount of aggregate to be removed. Mitigation Measures 3.2-5.a.
- ii. Channel Vertical Stability. To address potential channel lowering (degradation or incision) resulting from mining, the operator shall provide an annual report prepared by a qualified professional that includes a comparative analysis of the pre and post mining water surface and thalweg elevations, and a map or aerial photograph that shows the locations of the monitoring and graphic plots of the thalweg and long-term cross-sections as follows:
- a. Monitoring: Monitoring of channel vertical stability shall consist of obtaining low-flow water surface elevation data (at approximately 200 cfs or equivalent flows),

and thalweg elevations over the localized mining areas. The water surface elevation and thalweg shall be measured by collecting elevation data points at intervals at least every 10 feet of channel.

In addition to the water surface and thalweg monitoring data, cross-sections will be prepared from the DTM and thalweg survey data for the six long-term cross-sections in the lower Alexander Valley once every three years. (The six long term cross-sections were first established in 1962. The long-term cross-sections include Jimtown at RM 46.0, Smith levee-downstream at RM 49.8, Smith levee at RM 50.2, Smith levee upstream at RM 50.5, Smith levee 1,500 ft upstream at RM 51.0, and Geyserville at RM 52.0.)

The operator will provide a methodology to determine a correction factor for the change in water surface elevation due to changes in low flow releases in the Russian River (50 cfs rather than 200 cfs). The correction factor may be based on a developed stage-discharge rating curve from actual water surface elevation data, or by hydraulic modeling, or a combination of both, or other methods if agreed to by the PRMD and SRC. If the PRMD, SRC, and operator cannot agree on an appropriate method for correcting water surface elevation data collected at different discharges, then changes and trends in the thalweg elevation data will be considered in addition to the water surface elevation data and PRMD shall determine the correction factor ~~a determination shall be made by PRMD.~~

- b. Performance Criteria: Channel vertical stability shall be evaluated at two spatial scales: 1) the entire permitted reach; and, 2) the localized mining area (defined as two riffle crests upstream and two riffle crests downstream of a mined bar). The performance criteria shall be:
 - 1) For the permitted mining reach the average water surface elevation at low flow water surface elevation shall not decrease in elevation by more than 0.5-foot below the averaged pre-mining water surface elevation; and
 - 2) For the localized mining area (bounded by four riffle crests) the average water surface elevation at low flow water surface elevation shall not decrease by more than 0.5-foot below average pre-mining elevations; and
 - 3) The collected thalweg elevation data will be compared to baseline data, and used to evaluate changes in vertical stability trends over a two year or greater period in accordance with the ARM Plan and SMARO. Mitigation Measure 3.2-5.b.
- iii. Bar Area: To address potential decreases in the bar surface area the operator shall provide an annual report to PRMD prepared by a qualified professional. The report shall provide a comparative analysis of pre and post mining bar surface area:
 - a. Monitoring: The mined bar surface area shall be measured at a consistent low flow level on an annual basis using aerial photographs and post-extraction as-built surveys. A report shall be provided to PRMD that includes all measurements, a key map (showing measurement locations), and bar topography. This shall be done prior to the first year of mining for a given mined bar and every year after the bar is first mined for three years following mining or until the performance criteria are met or as approved by PRMD through adaptive management. After

the third year of such monitoring, and if the performance criteria has not been met or approved, PRMD in consultation with the SRC and resources agencies, shall define subsequent monitoring schedules.

- b. Performance Criteria: The bar areas within the permitted reach or at any individual mined bar shall not decrease by more than 15% relative to the pre-mining baseline survey as measured at equivalent flows. Mitigation Measure 3.2-5.c.
- iv. Low-Flow Channel Width. To address potential increases in channel width the operator shall provide an annual report to PRMD prepared by a qualified professional. The report shall include a comparative analysis of pre and post mining measurements of the low-flow channel width:
 - a. Monitoring: Low-flow channel width shall be measured using aerial photographs, field measurement, or data from the DTM. The channel width shall be measured at a consistent low flow level around the bar perimeter from the head of the bar to the tail (typically between the upstream and downstream riffle crest). A minimum of 12 measurements at approximately equally spaced intervals along the low-flow channel width of each mined bar shall be made. A report shall be provided to PRMD that includes all of the measurements, a description of the protocol used for field measurements and qualifications of those conducting the measurements, and a map that is keyed to the location of the measurements. This shall be done prior to the first year of mining for a given mined bar and every year after the bar is first mined for three years following mining or until the performance criteria are met or as approved by PRMD through adaptive management.
 - b. Performance Criteria: The average width of the low flow channel in the permitted mining reach or at each mined bar shall not increase by more than 15% compared with the pre-mining baseline. Mitigation Measure 3.2-5.d.
- v. Pool Depth: To address potential loss of pool depth the operator shall provide an annual report to PRMD prepared by a qualified professional. The report shall provide a comparative analysis of pre and post mining residual pool depths.
 - a. Monitoring: The residual pool depth is the water depth at point of zero flow (depth is controlled by the downstream riffle crest thalweg elevation). The maximum depths along the thalweg through each pool, starting from the downstream riffle crest (at thalweg elevation) and ending at the first riffle crest upstream of the pool shall be measured at spacing intervals of approximately every ten feet or less along the pool length, unless PRMD, in consultation with the SRC, determines that a less frequent measurement interval provides sufficient data to perform the requested monitoring. The depth of flow over the controlling riffle crest thalweg downstream from each pool shall also be measured at the time of the survey. The average maximum residual pool depth is the average of the measured maximum depths below the lowest point of the controlling riffle crest.

After ~~the~~ one baseline year of monitoring, pool depths shall be measured adjacent to each bar and in a localized monitoring area defined as one pool upstream and one pool downstream prior to any mining.

A report shall be provided to PRMD that includes all the measurements of pool depths and riffle crest depths over the thalweg, a profile graph, and map that is

keyed to the location of the measurements. This shall be done prior to the first year of mining for a given mined bar and every year after the bar is first mined for three years following mining or until the performance criteria are met or as approved by PRMD through adaptive management.

A re-survey of the baseline residual pool depths shall be performed for the entire monitoring reach (from Jimtown Bridge to RM 56.5) after a ten year or greater flow event or every five years if no such flood occurs.

b. Performance Criteria:

- i) For the permitted reach, average residual pool depth shall not decrease by more than 5% of baseline or more than the average for the control area upstream of the mining reach; provided, however, if mining occurs in the control area, then the performance criteria will be 5%.
- ii) For the localized mining area, residual pool depths shall not decrease by more than 15% at either the pool or more than the average for the control area upstream of the mining site; provided, however, if mining occurs in the control area, then the performance criteria will be 15%. Mitigation Measure 3.2-5.e.

Mitigation Monitoring: If any of the performance criteria are exceeded in any given year, the operator shall hire a qualified professional to conduct an investigation and provide a report including proposed remediation measures to PRMD for review within 60 days of the monitoring report. The PRMD in consultation with the SRC and resource agencies will determine what steps should be taken to meet criteria, including but not limited to suspension of mining, additional studies or monitoring requirements, modified mining methods, limitations on the location of future mining activities, additional enhancements or other remediation measures. The operator shall suspend mining, conduct any necessary studies and incorporate changes to the Monitoring Program, Annual Mining Plan or Enhancement/Reclamation Plan, and/or implement other remediation, as determined necessary by PRMD. Mitigation Measure 3.2-5.f.

- vi) Aerial Photographic Monitoring: To provide the information needed to monitor changes in the channel morphology, riparian, and aquatic habitat conditions, aerial photography will continue to be collected in the Lower Alexander Valley, and made available each year as part of the monitoring data.
 - a. Monitoring: The operator shall continue to fund a proportionate share of the County's annual aerial photography cost for the Lower Alexander Valley mining reach and a portion of the areas up and downstream, encompassing the distance from RM 46 to RM 56.5. The County will have the photography flown at a sufficient resolution to develop topographic elevations with an accuracy of plus or minus approximately 1 foot. Mitigation Measure 3.2-5.g.

Mitigation Monitoring: In May 1st of each year the applicant shall provide all monitoring reports required for the previous year to PRMD. These reports shall be used by PRMD in consultation with the SRC and resource agencies to evaluate the mining plan for the upcoming year.

54. The annual surveys for channel bed vertical stability (see Mitigation Measure 3.2-5b) shall be evaluated for any potential trend in channel lowering that may affect groundwater levels. If the average low flow water surface elevation exceeds the performance criteria or the thalweg surveys indicate a downcutting trend occurring in the vicinity of mining activities, the operator shall hire a

qualified professional to conduct an investigation and provide a report including proposed remediation measures to PRMD for review within 60 days of the monitoring reports. The PRMD in consultation with the SRC and resource agencies shall determine what steps should be taken to meet the criteria, including but not limited to suspension of mining, additional studies or monitoring requirements, modified mining methods, limitations on the location of future mining activities, additional enhancements or other remediation measures. The operator shall suspend mining, conduct any necessary studies and incorporate changes to the Monitoring Program, Annual Mining Plan or Enhancement/Reclamation Plan, and/or implement other remediation as determined necessary by PRMD. These mitigations shall be incorporated into the ARM Plan and related ordinance amendments for the lower Alexander Valley Reach, as well as, the Conditions of Approval for the Mining Permit. Mitigation Measure 3.2-6.

Mitigation Monitoring: The project planner shall ensure that the ARM Plan and SMARO amendments are made. PRMD staff in consultation with the SRC and resource agencies, shall review the results of the monitoring reports and investigation and determine whether it adequately addresses the causes of the changes to channel elevations. The Remediation Plan will be reviewed and incorporated into the following year's mining plan or be substituted for the mining plan as determined appropriate by PRMD.

55. The operator shall provide and implement a Riparian Vegetation Planting Plan for the areas within the mining reach to strengthen the banks along the river and increase riparian areas, subject to review and approval of PRMD. The area of riparian plantings shall be equivalent to 25% of the area of the mined bars (or about 25 acres total for the 15 year permit) and shall be implemented incrementally each year that mining occurs or prior to mining. Planting of areas larger than the mined bar may be banked for credit towards future mining sites in the mining reach. The plan shall permit only locally indigenous native species that provide the maximum benefit to aquatic habitat 3.2-10.a. Mitigation Measures 3.2-10.a.

Mitigation Monitoring: PRMD staff, the SRC, and/or staff of the various resource agencies shall review the Riparian Vegetation Planting Plan and approve the location and species on an annual basis. PRMD staff shall inspect the planted areas annually for at least five years following planting to ensure that survival rates are achieved.

56. Where mining up to two-thirds of a bar or the area upstream of the apex (or upper half) of the bar has been approved, Annual Mining Plans shall avoid mining of the bar immediately upstream in the same year or in the subsequent two-year period unless a minimum of two-feet of recharge has occurred on the mined bar and the bar head elevation has been stable as determined by PRMD in consultation with the SRC and resource agencies or mining of the immediately upstream bar is determined by the Director to be necessary to protect public infrastructure. The Director shall consult with the California Department of Transportation (Caltrans) where Caltrans infrastructure is at issue. Mitigation Measure 3.2-10.b.

Mitigation Monitoring: PRMD staff in consultation with the SRC and resource agencies shall review the Annual Mining Plans and ensure that the bars scheduled for mining are not adjacent to each other when mining will occur upstream of the apex (upper half). Documentation of recharge and bar head stability will come from the monitoring reports submitted each year. If the reports verify that the bar head is stable and adequate recharge has occurred, then PRMD may waive this prohibition, in consultation with the SRC and resource agencies this prohibition can be waived.

57. Temporary bridges, if required, shall provide a minimum clearance of four feet above the summer low-flow channel elevation and a minimum of 20 feet span across the waterway. Only clean, washed gravel shall be used as fill in the water for bridge abutments to get the minimum clearance and provide additional support. Gravel placed in the river shall be pushed out, rather

than dropped in the river. The Grading and Building Plans shall specify the type of gravel to be used for the abutments and provide detailed information about how they will be installed. Wet entries of the equipment shall be minimized. Mitigation Measures 3.2-12.a.

Mitigation Monitoring: During inspections related to the building or grading permits or monitoring PRMD staff shall ensure that the height is at least four feet above the summer low-flow channel elevation and that the bridge spans a minimum of 20 feet across the waterway.

58. The operator shall isolate any future proposed bank enhancement sites that would require construction at or below the low flow water elevation, or where sediments could directly enter the river. Dewatering and diversion of the main channel shall be used to isolate enhancement sites, only where necessary. A qualified biologist shall be available to rescue and move fish from the dewatered section. Specific methods for dewatering and fish rescue shall be considered during the AMS planning process in consultation with CDFG and National Marine Fisheries Service (NMFS) and the SRC. The contract with the qualified biologist shall be provided to the project planner showing that they are available for monitoring and rescue operations during the dewatering process. The dewatering plan shall be provided with the mining plans for the mining year in which they are to occur subject to approval by PRMD and the resource agencies, in consultation with the SRC where appropriate. Mitigation Measures 3.2-14.d.

Mitigation Monitoring: PRMD shall review proposed bank enhancement plans and dewatering plans and shall conduct site inspections. PRMD shall ~~to~~ certify compliance.

59. All enhancement sites shall be subject to adaptive management, including the identification of performance and restoration goals for each type of enhancement feature approved by PRMD in consultation with the SRC, resource agencies, and Stakeholder Group. All enhancement sites shall be monitored by a qualified professional immediately following construction and for as long as these features persist up to a maximum of five years to measure the effectiveness, persistence and quality of the enhancement features for fish habitat. Each enhancement feature shall be measured annually and mapped to determine their size/area, water depth/elevation, vegetative characteristics, and benthic macroinvertebrates. Enhancement features are not expected to be permanent features in a dynamic river system. The purpose of the performance measures is to inform the adaptive management process rather than ensure that these features persist over time. The persistence of these features however, is an important performance measurement to determine their benefits and cost-effectiveness.

All enhancement sites shall be monitored by a qualified professional for a period of five years following construction to determine that any erosion control features, or revegetation measures, are properly working, and are not causing new erosion or instability. Enhancement site erosion control or bank stabilization measures and features that may not be properly functioning shall be repaired during the five-year monitoring period. The operator shall prepare a report on the repairs, including photo-documentation. However, alcoves, oxbows or floodplain benches or terraces shall not be re-entered after construction in order to maintain these features until the adjacent mined bar is ready to be mined again. Mitigation Measures 3.2-14.e. The operator shall provide documentation of the enhancement activities that have taken place during the previous year and monitoring reports so that PRMD can verify that the revegetation has been carried out accurately.

Mitigation Monitoring: PRMD staff shall conduct site inspections annually. PRMD shall ~~to~~ verify compliance.

60. Vegetation used for riparian forest planting, streambank enhancements, or for revegetation of alcoves, oxbows or floodplain benches or terraces shall meet the performance criteria as set forth

under Mitigation Measure 3.3-8. Areas that do not achieve this criterion shall be replanted until the success criteria are met or adjusted through the Adaptive Management Strategy. Mitigation Measures 3.2-14.f. The operator shall provide annual reports from a qualified biologist indicating the success of the revegetation and recommending changes in species or planting methods to ensure the success of the replanting.

Mitigation Monitoring: PRMD staff, the SRC, and resource agencies shall conduct site inspections annually. PRMD shall verify compliance.

61. The Mitigation Measures, Conditions of Approval and BMPs shall be incorporated as specifications and notes on the Annual Grading and Mining Plans. Mitigation Measures 3.2-14.g.

Mitigation Monitoring: PRMD Grading and Storm Water Section will verify that the plans have been designed and enhancements installed in accordance with PRMD standards and the Water Agency's Flood Control Design Criteria.

62. During the life of the permit, the operator shall plant enhancement areas totaling at least 25% of the area of disturbance on the mined bars and access down the bank. Planting density for native riparian restoration, typically willow stakes, cottonwood trees, grasses, and sedges, shall be a minimum of 200 - 600 trees per acre from cuttings and native seed stock collected and grown from the local area, and shall achieve the required performance criteria in five years.

Monitoring: Riparian plantings shall be monitored by a qualified professional annually for five years or as determined necessary by PRMD in consultation with the SRC and resource agencies.

Performance Criteria: At the end of the five year monitoring period, the planting area must show a minimum of 60% canopy cover. Areas that do not achieve this criterion shall be replanted until the success criteria are met or adjusted through the Adaptive Management Strategy.

Adaptive Management Strategy: Where restoration is occurring in areas cleared of invasive species, increased planting density may be required. If planting is occurring on terraces over 5 feet above the low-flow water surface elevation, irrigation may be needed during the initial period.

Financial Assurance: The River Enhancement Plan (REP) shall be incorporated into the Reclamation Plan and will require financial assurances to be posted and updated annually. Mitigation Measure 3.3-2:

Mitigation Monitoring: Annual Monitoring Reports on the success of the enhancement areas shall be submitted to the project planner for review. If the enhancement is successful reports can be discontinued after five years. If the reports indicate that the enhancement is failing or was not successful in meeting the performance criteria the report shall include recommended remedial enhancement work (i.e., replanting, additional irrigation, etc.). Staff shall perform random inspections of enhancements to verify the results as outlined in the annual reports.

63. Prior to commencement of mining or construction of enhancement features, the operator shall hire a qualified biologist to conduct surveys for current special status or protected species in the affected area and within 500-feet including:
- a. Special status plant species during their flowering season.
 - b. Special status animal or aquatic species and their habitats.
 - c. Nesting birds or roosting special status bats.

- d. Trees larger than 9-inches in diameter at breast height (dbh).
- e. Jurisdictional wetlands.

Special status and protected species shall be avoided to the maximum extent feasible. Areas to be avoided shall be protected with fencing. Workers shall attend training with a qualified biologist to review any sensitive areas or mitigation requirements. If avoidance is not feasible, then a mitigation plan shall be submitted for review and approval of PRMD in consultation with the SRC and resource agencies and all required permits from the agencies shall be obtained. Wetland impacts shall require mitigation at a minimum 2:1 ratio or greater depending on the habitat values in conformance with the County's General Plan. Mitigation Measure 3.3-3. The biologist shall prepare a report detailing what was found during the surveys which will then be provided to the project planner. If Special Status or Protected Species were discovered the avoidance and mitigation plan shall also be provided, along with copies of the approvals from CDFG and US Fish and Wildlife Service (USFWS), to the project planner.

Mitigation Monitoring: PRMD Project Review staff will ensure that the Mining Ordinance is amended to require surveys of Special Status or Protected Species. PRMD in consultation with the SRC and resource agencies will review the report and the plan and conduct site inspections to ensure that species are protected and that any protection measures that are required are implemented in the mining plan.

64. The operator shall conduct special-status plant surveys at the proposed mining site, including the vegetated portions of the access routes, before any mining-related activity commences. These surveys shall be conducted by a qualified biologist during the flowering period for each special-status species. Surveys may be conducted within five years of the start of mining activities at a given bar, but all surveys must be complete prior to the start of mining activities.

If no special-status plant species are found to inhabit the site, no further Mitigation Measures would be necessary.

If special-status plants are discovered in the proposed mining site and/or access area, individuals shall be clearly marked and avoided to the extent feasible. If special-status plants found during focused surveys cannot be completely avoided, consultation with CDFG, USFWS, or both shall be initiated, depending on the listing status of the plant. During this consultation, a mitigation plan shall be developed and approved by the relevant agencies to avoid all adverse impacts. A copy of the Special-Status Plant Survey shall be provided to PRMD staff. If special-status plants were discovered the Avoidance and Mitigation Plan shall also be provided, along with copies of the approvals from CDFG and USFWS. The Avoidance and Mitigation Plan shall be incorporated in the Annual Mining Plan. This plan shall include worker education and erecting protective fencing (for indirect impact). The plan may also include locating and enhancing another off-site population of the species, or transplanting the population to suitable nearby habitat. Criteria for plant population survival and transplantation methods and success shall be specified within the mitigation plan. Mining activities shall not commence until the Mitigation Plan is approved by PRMD and installed. Mitigation Measure 3.3-4.

Mitigation Monitoring: PRMD staff shall review the surveys and mitigation plans in consultation with the SRC and resource agencies and shall conduct inspections to verify compliance.

65. A worker environmental awareness program shall be conducted annually by a qualified biologist to provide mining personnel with information on their responsibilities with regard to the western pond turtle, California red-legged frog, and foothill yellow-legged frog. At a minimum, the training shall describe the species and their habitats, the importance of the species and their habitats,

measures that are being implemented to conserve these species, and the boundaries within which mining and enhancement activities would occur. Mitigation Measure 3.3-5.a.
Mitigation Monitoring: A copy of the contract for the biologist and an outline of the training program shall be provided to the project planner each year.

66. Prior to mining or enhancement activities in areas with potential habitat, the operator shall annually survey potential western pond turtle habitat within two days of the commencement of project activity for western pond turtle adults, juveniles, and nests. Nesting sites containing eggs or hatchlings may be immediately adjacent to wetlands or extend up to 1600 feet away from wetland areas in open grassland uplands. Adults and subadults may utilize any portion of the mining sites, including the aquatic habitat, basking sites near or on the edge of river, and accessible terrestrial habitats between the river and the agricultural fields.

If no western pond turtles or nests are observed in potential habitat, mining and REP activities may proceed.

If western pond turtle nests are found, a buffer area of 50 feet shall be established around the nesting site until the turtles are no longer occupying the nest. These buffers shall be indicated by temporary fencing.

If western pond turtle adults or subadults are found either during the surveys or thereafter, the turtle(s) must be allowed to move out of the project area on their own, or a CDFG-approved biologist shall move the turtle(s) to the nearest suitable habitat at least 300 feet outside the active mining area.

A qualified biologist shall be present at active work sites until the initial habitat disturbance has been completed. A qualified biologist shall be on call and capable of responding to the work site to determine the presence of western pond turtle and relocate turtles as needed. The operator shall designate a person to monitor on-site compliance with all mitigation measures. The CDFG-approved biologist shall ensure that the monitor receives proper training. The on-site monitor shall check daily for animals under any equipment as well as in the construction area and access route prior to the start of mining or REP activities for that day. Mitigation Measure 3.3-5.b.

Mitigation Monitoring: A copy of the contract for the biologist and an outline of the training program shall be provided to the project planner each year. A copy of CDFG's approval of the biologist shall also be provide to the project planner. The on-site monitor shall submit a report to the project planner once a month during the mining season listing any encounters with turtles.

67. A pre-construction survey shall be conducted within two days of mining or enhancement activities that occur in areas with potential foothill yellow-legged frog habitat. A qualified biologist shall survey for adults, tadpoles, and egg masses. Habitat to be surveyed shall include those aquatic features and areas within 15 feet of any mining or enhancement activities.

If foothill yellow-legged frog are not observed in potential habitat, mining and REP activities may proceed.

If foothill yellow-legged frog egg masses are found, a buffer area of 50 feet shall be established around the area of occurrence and CDFG shall be notified. Buffers shall be indicated by temporary fencing.

If foothill yellow-legged frog adults or subadults are found either during the surveys or thereafter, the individuals shall be allowed to move out of the area on their own prior any further mining activity within 100 feet of the animals location. Alternatively, a CDFG-approved biologist may

move the frog(s) to the nearest suitable habitat outside the active mining area prior to mining activities.

A qualified biologist shall be present at active work sites until the initial habitat disturbance has been completed. A qualified biologist shall be on call and capable of responding to the work site to determine the presence of foothill yellow-legged frog and relocate frogs as needed. The operator shall designate a person to monitor on-site compliance with all mitigation measures. The CDFG-approved biologist shall ensure that the monitor receives proper training. The on-site monitor shall perform a daily check for frogs within the construction area and access route within 30 feet of aquatic habitat prior to the start of mining or REP activities for that day. Mitigation Measure 3.3-5.c.

Mitigation Monitoring: A copy of the contract for the biologist and an outline of the training program shall be provided to the project planner each year. A copy of the CDFG's approval of the biologist shall also be provide to the project planner. The on-site monitor shall submit a report to the project planner once a month during the mining season listing any encounters with foothill yellow-legged frogs.

68. A pre-construction survey shall be conducted within two days of mining or enhancement activities that occur in California red-legged frog habitat or other activities that may result in take of the species. A qualified biologist shall survey all aquatic features, the perimeter around those aquatic features, and densely vegetated riparian portions of the project site.

In the unlikely event that California red-legged frog is found during the preconstruction survey, the biologist will contact the USFWS and CDFG immediately. All mining shall cease until authorization from USFWS and CDFG is granted and the operator implements all measures identified by the agencies to avoid all adverse impacts to the California red-legged frog. Mitigation Measure 3.3-5.d.

Mitigation Monitoring: A copy of the contract for the biologist the CDFG's approval of the biologist shall also be provided to the project planner.

69. A pre-construction survey shall be conducted within two days of mining or enhancement activities that occur in California freshwater shrimp habitat or other activities that may result in take of the species. A qualified biologist shall identify and survey areas of possible California freshwater shrimp habitat within 100 feet of proposed mining or enhancement areas, especially those areas that have vegetation overhanging undercut river banks and posed above nearly still water bodies.

In the unlikely event that California freshwater shrimp is found during the preconstruction survey, the biologist will contact the USFWS and CDFG immediately. All mining shall cease until authorization from USFWS and CDFG is granted and The operator implements all measures identified by agencies to avoid all adverse impacts to the California freshwater shrimp. Mitigation Measure 3.3-5.e.

Mitigation Monitoring: A copy of the contract for the biologist and the CDFG's approval of the biologist shall also be provide to the project planner.

70. Before mining activities commence, the following measures shall be implemented for nesting birds. The operator shall prune, remove, or transplant vegetation after September 1 and before February 15 of any mining year, when bird nesting is most likely avoided. If this is not feasible, then a qualified biologist shall survey the proposed mining area and access routes before commencement of mining activities to verify the presence or absence of nesting birds. Areas where vegetation may be removed along haul routes shall also be surveyed. The survey distance

is 500 feet from the mining area for nesting raptors and 250 feet for special-status bird species. If nesting birds are not found, no further action shall be necessary.

If the survey indicates the potential presence of nesting birds. The operator shall contact CDFG to establish a buffer around the nest tree. Buffers shall include a minimum exclusion buffer of 25 feet for songbird nests, and 200–500 feet for raptor nests, depending on the species and location. Buffer zones shall remain until young have fledged. If it appears that mining activities may cause nest abandonment, mining activities must cease until either the young are able to fly well enough to avoid mining areas or consultation with CDFG has determined alternative measures. Mitigation Measure 3.3-6.

Mitigation Monitoring: A copy of the contract for the biologist and a report on the results of the survey shall be provided to the planner each year. A copy of the CDFG's approval of the buffer zones shall also be included in years and/or for sites where one is required.

71. Before removing any trees greater than 12 inches in diameter (dbh), a qualified bat biologist shall conduct a survey for roosting pallid and Townsend's big-eared bats. If mining activities would occur near the Geyserville Bridge or travel under the bridge would be required to access the proposed mining site, bat surveys shall be conducted. In addition, surveys shall be conducted at any other structures that may be bat roosting sites closer than 300 feet from any mining activity.

If no active roosts are found, no further action would be warranted.

If a maternity roost is located, the qualified bat biologist shall delineate a 300-foot buffer zone around the roost. If active maternity roosts or hibernacula are found, the project shall be redesigned to avoid the loss of the tree occupied by the roost if feasible. CDFG shall also be notified of any active nurseries in the mining zone. If either a maternity roost or hibernaculum is present, the following additional measures shall also be implemented:

- a. If an active maternity roost is located and the project cannot be redesigned to avoid removal of the occupied tree, removal of the tree shall commence only before maternity colonies form (i.e., before March 1) or after young are flying (i.e., after July 31), and not actively using the roost.
- b. If a non-breeding pallid or Townsend's big-eared bat hibernacula is found in a tree scheduled to be removed, the applicant will apply for a Memorandum of Understanding (MOU) with CDFG. The bats shall be safely evicted within the guidelines of the MOU under the direction of a qualified bat biologist by opening the roosting area at dusk to allow air flow through the cavity, or by an alternative measure that does not result in adverse impacts. Tree removal shall then follow no later than the following day (i.e., there would be not less than one night between initial disturbance for airflow and the removal). This action should allow bats to leave during dark hours, thus increasing their chance of finding new roosts with a minimum of potential predation during daylight. Mitigation Measure 3.3-7.

Mitigation Monitoring: A copy of the contract with a qualified bat biologist shall be provided to the project planner. The survey results shall be provided to the project planner and to the CDFG. If required due to the presence of bats or bat habitat a copy of the memorandum of understanding MOU with CDFG shall provided to the project planner.

72. The operator shall delineate significant stands (greater than 100 square feet with at least 25% of the stems greater than one inch in diameter at breast height) of native riparian vegetation within the proposed extraction footprints on their mining plans and shall either adjust the extraction boundaries to avoid disturbance or transplant to suitable locations identified in their annual mining

plans. Transplantation and/or revegetation must take place in locations where: (1) the riparian forest is less than 100 feet wide; (2) where suitable conditions exist and habitat functions and values can be restored; (3) in areas where invasive vegetation has been removed and conditions are sufficient for growing native riparian vegetation; or (4) where bank stabilization is desired and approved by the agencies. Planting density for native riparian restoration, typically willow stakes, cottonwood trees, grasses, and sedges, shall be a minimum of 200 - 600 trees per acre from cuttings and native seed stock collected and grown from the local area.

Monitoring: Transplanted and riparian vegetation shall be monitored by a qualified biologist for a period of 5 years or until success criteria are met.

Performance Criteria: All plantings (transplants and new plantings) shall be maintained as necessary during the monitoring period to provide 60% canopy cover. Mitigation Measure 3.3-8.

Mitigation Monitoring: The applicant shall provide copies of the "significant stands of native riparian vegetation" delineation to the project planner each year as part of that year's proposed mining plan. PRMD staff shall verify the transplanting and/or revegetation has been performed as required.

73. Jurisdictional waters outside the Ordinary High- Water Mark (OHWM) may shift in location or may appear or disappear from year to year. Before any mining activities commence for that mining year, a preliminary survey of wetlands and waters of the United States and the state shall be conducted for affected areas outside the OHWM to determine the need for a jurisdictional delineation. If no wetland areas are detected, no further action is required. If the preliminary survey of the proposed mining and/or enhancement area identifies potential wetlands and waters, the wetland areas shall be avoided, or a qualified biologist shall perform a wetland delineation per the US Army Corps of Engineers (USACE) regulations and submit the delineation to USACE for verification. Once verified, copies of the delineation shall be provided to CDFG and the North Coast Regional Water Control Board (NCRWQCB). Mitigation Measures 3.3-9.

Mitigation Monitoring: The results of the wetland survey and wetland delineation, if any, shall be provided to the project planner. If wetlands are present then the requirements of CDFG and RWQCB must be incorporated into the mining plan for the year.

74. Consistent with Section 404 of the Clean Water Act (CWA), which requires that projects avoid or minimize adverse effects on jurisdictional waters, these areas shall be avoided to the greatest extent feasible. Where wetlands and other waters cannot feasibly be avoided and lead to permanent impacts, compensatory mitigation, pursuant to Measure 3.3-6.c., shall ensure that the project would cause no net loss of wetland functions and services. Syar shall provide compensatory mitigation for permanent loss of waters of the United States and state as required by regulatory permits issued by USACE, the NCRWQCB, and CDFG. Mitigation Measures 3.3-9.b.

Mitigation Monitoring: The applicant shall provide copies of the permits from USACE, the NCRWQCB, and CDFG to the project planner.

75. Water quality certification and/or a waste discharge requirement from the NCRWQCB would be required pursuant to Section 401 of the CWA and/or the Porter-Cologne Water Quality Control Act. A permit through USACE for discharge of dredged and fill material into waters would be required pursuant to Section 404 of the CWA. In addition, CDFG has jurisdiction pursuant to Section 1602 of the Fish and Game Code; thus, a streambed alteration agreement from the CDFG would be required. Terms and conditions of the permits normally include measures to protect and maintain water quality, restore work sites, and mitigate for temporary and permanent

wetland impacts. Through the AMS process, which calls for participation of the above resource agencies, Syar shall obtain all required permits before implementation of the project and shall comply with all permit conditions. Mitigation Measures 3.3-9.c.

Mitigation Monitoring: Copies of the Permits, Certifications, and Agreements with the resource agencies shall be provided to the project planner prior to commencement of mining.

76. The operator shall select access routes to avoid, to the greatest extent feasible, mature trees greater than nine inches dbh. Mitigation Measures 3.3-10.a.

Mitigation Monitoring: Grading Plans for the access roads shall clearly identify trees and other vegetation that will be removed during construction of the access route. The plan shall indicate how trees will be protected if they are not going to be removed. PRMD staff shall review the plan prior to the start of grading to ensure that tree removal and protection measures are in conformance with the criteria.

77. The operator shall comply with the Sonoma County Tree Protection and Replacement Ordinance, which identifies the mitigation requirement for removal of protected trees greater than nine inches dbh as well as conditions for conserving protected trees. Relevant conditions of the Code are as follows:

- a. The operator shall clearly show on all Improvement Plans whether protected trees are to be retained or removed, and place a note on the plans that "Construction is subject to requirements established by Sonoma County to protect certain trees."
- b. The operator shall clearly delineate every tree designated for protection with a substantial barrier (usually orange plastic netted construction fencing) at the protected perimeter, or limits established during the permit process. The delineation markers shall remain in place for the duration of all work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of brush, earth and other debris as to avoid injury to any protected tree.
- c. When site work must encroach upon the protected perimeter of a protected tree, special measures shall be incorporated to allow the roots to obtain oxygen, water and nutrients. Tree wells or other techniques may be used where advisable. No changes in existing ground level shall occur within the protected perimeter unless a drainage and aeration scheme approved by a certified arborist is utilized.
- d. The operator shall not store or dispose of oil, gasoline, chemicals, or other substances that may be harmful to trees, within the drip line of any tree, or any other location on the site from which such substances might enter the dripline.
- e. If any damage to a protected tree should occur during or as a result of work on the site, the County shall be promptly notified of such damage. If a protected tree is damaged so that it cannot be preserved in a healthy state, the planning director shall require replacement in accordance with the arboreal value chart. If on-site replacement is not feasible, the applicant shall pay the in-lieu fee to the tree replacement fund.
- f. Compaction of soils or stockpiling or parking of vehicles and equipment within the dripline or protected perimeter shall be prohibited. Mitigation Measures 3.3-10.b.

Mitigation Monitoring: PRMD staff will review the plans to ensure that trees and tree protection measures are shown correctly and will inspect the site to ensure that tree protection measures are

installed.

78. The operator shall work with the Sotoyome Resource Conservation District to identify appropriate measures to remove and prevent the spread of tamarisk and giant reed from the proposed mining and access areas. Appropriate methods of removal for the giant reed are described in the Mitigated Negative Declaration for the giant reed removal program (SRCD 2004) and Amendment No. 1 to that document (SRCD 2007) and summarized below.
- a. Initial removal of large stands of giant reed shall involve the cutting of stalks to within 12 inches of the ground by hand, flail mower, or similar mechanized apparatus.
 - b. To prevent regrowth from removed biomass, all cane material shall be removed off-site and placed on non-permeable surfaces to prevent re-rooting, or burned or mulched into pieces of less than two inches in length.
 - c. In smaller or confined areas, multi year tarping may follow the initial removal of cane material as well as application of the herbicides glyphosate or Imazapyr in areas not adjacent to waterways.
 - d. In larger stands and in the active floodplain, manual or mechanical root removal shall follow the initial removal of cane material. Roots and rhizomes shall be disposed of off-site.
 - e. Removal of tamarisk would generally be similar to that identified for giant reed. The Nature Conservancy (1998) developed guidance for the removal of tamarisk. When using the cut and herbicide method, the following chemicals shall be used: triclopyr herbicides Garlon 4® or Pathfinder II®. When herbicides cannot be used, the entire plant, with the rootball intact, shall be removed and disposed of off-site. Regular follow-up visits shall occur in the following seasons to assure the positive removal of the invasive plants, with re-treatment occurring if necessary. Mitigation Measure 3.3-11.

Mitigation Monitoring: The applicant shall provide PRMD staff with the tamarisk and giant reed removal strategies agreed upon with the Sotoyome Resource Conservation District. If Sotoyome Resource Conservation District will be performing the removal under contract with the applicant a copy of the contract shall be provided to PRMD staff.

79. Each spring after mining or construction of enhancement features, the operator shall hire a qualified biologist to inspect each mined bar and excavated enhancement area after each high flow event equal to or greater than a two-year storm. The biologist shall capture and release any stranded fish under permit with CDFG and/or NMFS and make recommendations for correcting the slope to drain properly. The inspections shall be conducted for a minimum of 3 years following mining or construction. The operator shall be required to complete any corrective actions necessary to prevent fish stranding. These measures shall be incorporated into the mining ordinance (SMARO) Section 26A11-020 (b). Mitigation Measure 3.4-2. The operator shall provide a copy of the Biologist's Report on the number and locations of stranded fish and the remediation measures taken to correct the fish stranding. The report shall also record any fish mortality.

Mitigation Monitoring: PRMD staff shall review the report and conduct site inspections to verify compliance in consultation with the SRC and resource agencies.

80. Syar shall conduct annual instream habitat typing inventories, utilizing the DFG protocol (Flosi et al. 1998), for the life of the permit. The survey reach shall include the entire project reach and at least one full meander upstream. The information derived from the data would include pool, riffle,

and flatwater lengths; residual pool depths; instream cover ratings; canopy closure; and dominant and subdominant substrate characteristics.

The operator shall conduct a field-based delineation of individual adult holding, spawning, and rearing habitats in aerial photographs. Habitat polygon identification would be based on preferred habitat criteria and professional judgment by an experienced fisheries biologist. The habitat polygons shall be digitized onto ortho-rectified aerial photographs and entered into geographic information systems (GIS). This survey shall be conducted each year for the life of the permit. The survey reach would include the entire project reach and at least one full meander upstream.

81. Riffle habitat area and quality, pool depth, pool habitat quantity, and pool and riffle substrate grain size distribution trends shall be monitored against the following performance criteria incorporated into the site specific objectives of the ARM Plan for the lower Alexander Valley Reach. Mitigation Measure 3.4-5.

To address the potential impacts on riffle and pool habitats, the operator shall provide pre- and post-mining surveys of riffle and pool habitat as defined. The operator shall include a comparative analysis of pre- and post-mining fisheries habitat in the monitoring reports. Baseline monitoring shall be conducted for the permitted mining reach in the first year prior to mining after a five-year or greater flood, or once every three years if no such flood occurs.

Riffle Habitat

- a. Monitoring: Riffle habitat shall be monitored through redd counts for Chinook salmon and substrate grain size distribution measurements. Redd counts shall follow protocols described in Flosi et al. (1998). Substrate grain size distribution measurements shall use the freeze-core method. (Redds are spawning nests made by fish, especially a salmon or trout.)
- b. Performance Criteria:
- i) The total redd counts shall not decrease more than 20% relative to the population abundance (migrating adults) in the baseline period.
 - ii) The average riffle substrate grain size distribution trend, over a 3-year or greater period shall not increase the amount of fines (<1.6 mm) by more than 5% of baseline over the permitted reach.

Pool Habitat Quantity

- a. Monitoring: Pool habitat quantity shall be measured in number and area of pools deeper than 3 feet and mapped on aerial photographs.
- b. Performance Criteria:
- i) Average number and area (deeper than 3 feet) of pools shall not decrease over the permitted reach.
 - ii) Pool habitat quantity shall not decrease by 15% or more at the localized mining area.

Pool Habitat Quality

- a. Monitoring: Pool habitat quality shall be monitored through measurements of residual pool

depth (the difference between the downstream riffle crest elevation and the elevation at the deepest part of the pool).

b. Performance Criteria:

- i) Average residual pool depth for the permitted reach shall not decrease more than 5% of baseline or more than the average for the control area upstream of the mining reach; provided, however, if mining occurs in the control area, then the performance criteria will be 5%.
- ii) Residual pool depths at each pool in the localized mining area shall not decrease more than 15% or the average for the control areas upstream of the mining site; provided, however, if mining occurs in the control area, then the performance criteria will be 15%. Mitigation Measures 3.4-5.a.

Mitigation Monitoring: Prior to mining the operator shall provide surveys of riffle and pool habitat as defined. Baseline monitoring shall be conducted for the permitted mining reach in the first year prior to mining and after a five-year or greater flood, or once every three years if no such flood occurs. (See Mitigation Measure 3.2-5 for additional information on monitoring reaches and non-duplication of monitoring). Once mining is completed a final survey of the permitted mining reach shall be performed and the results submitted to the project planner. After each survey the operator shall prepare a comparative analysis of pre- and post-mining fisheries habitat in the areas where mining has occurred.

82. If any of the performance criteria for riffle or pool habitat are exceeded in any given year, it indicates that impacts to aquatic habitats may be occurring. The operator shall hire a qualified fisheries biologist to conduct an investigation and provide a report including proposed remediation measures to PRMD for review. The PRMD in consultation with the SRC and resource agencies will determine what steps should be taken to address habitat concerns, including but not limited to: suspension of mining, additional studies or monitoring requirements, modified mining methods, limitations on the location of future mining activities, additional enhancements or other remediation measures. The operator shall conduct any necessary studies and incorporate changes to the monitoring program, annual mining plan or Enhancement/Reclamation Plan, implement other remediation, and/or suspend mining to meet the performance criteria. Mitigation Measures 3.4-5.b.

Mitigation Monitoring: Each year prior to approval of the Mining Plans for the season, PRMD in consultation with the SRC, shall review all monitoring reports and any investigation and remediation reports prepared by a fisheries biologist to determine the appropriate course of action for the upcoming mining season. These reports must be submitted by January 15 of each year so that review and inclusion in the mining approvals is assured.

83. End-of-season bar reclamation shall include a finish grade at the floor of the bar with a minimum 0.20% longitudinal slope and a 0.25% horizontal cross-slope gradient that is consistent with recommendations determined by the SRC. Mitigation Measure 3.4-9.a.

Mitigation Monitoring: PRMD staff reviewing mining plans and inspecting the site for the annual mining authorization shall verify ensure that the finished grade meets the recommended longitudinal and horizontal cross-slopes.

84. As part of the proposed AMS, the following specific actions shall be conducted to address the potential fish stranding impact:

- a. Monitoring: For the first three years following the completion of mining at an individual bar,

visual surveys of the bar shall be conducted by a qualified biologist (possessing the necessary permits to conduct fish relocation, if needed) after at least one high flow event per year that inundates the mined bar area, and after every high flow event equal to or greater than the two-year storm. The purpose of these surveys is to identify the extent of any depressions and associated ponded areas that cannot drain to the low-flow channel. Photographic documentation will be conducted, as necessary, to document the condition of the mined bar area.

- b. Reporting: Following each year when monitoring is conducted, a letter report shall be submitted to the SRC summarizing the overall condition (with an emphasis on bar topography and identification of depressions) of the mined bar and any changes that have occurred since the previous report. The report will assess the potential for fish stranding and report any actual stranding or mortality.
- c. Performance Criteria: If depressions or associated ponded areas that cannot drain to the low-flow channel are found, or other conditions exist that could lead to fish stranding, the SRC shall make recommendations to PRMD to correct the situation. The operator shall suspend mining or incorporate changes to the Annual Mining Plan or Reclamation Plan, and/or implement other remediation, to meet these criteria. The ultimate goal is that the mined bar and associated drainage features (e.g., horseshoe skim, alcoves, oxbows) function naturally to provide beneficial floodplain/bar habitat conditions with minimal human intervention and maintenance. Mitigation Measure 3.4-9.

Mitigation Monitoring: The applicant shall provide a copy of the contract with the qualified biologist (possessing the necessary permits to conduct fish relocation) to PRMD staff. The biologist's annual reports shall be provided to the SRC, so that PRMD staff in consultation with the SRC can make a determination about whether additional grading work is needed to prevent fish stranding. Monitoring will occur for three years following the last disturbance of the bar.

85. During the pre-mining worker training, machine operators and their supervisors shall be alerted to the possibility of finding buried cultural resources. Mining bars and access areas not examined by the archaeologist on the May 7, 2007 field visit (Bars S-14, SD-2, and SD-1, and all access roads leading to the bars) shall be surveyed for cultural resources by a qualified professional archaeologist before the commencement of any ground-disturbing activity. Should any historic-era cultural resources, such as structural features, artifacts, historic debris, or architectural remains be encountered during any mining activities, work shall be suspended within 50 feet of the specific location at which the suspected resources have been uncovered, and PRMD shall be immediately contacted. At that time, the operator shall retain a professional archaeological consultant who shall conduct a field investigation of the specific site and recommend mitigation for the protection or recovery of any cultural resources concluded by the archaeologist to represent significant or potentially significant resources (as defined by CEQA). The lead agency shall ensure that the mitigation is implemented before the resumption of mining activities at the location of the find. The following note shall be shown on all mining plans:

"In the event that archaeological features such as pottery, arrowheads, midden, or culturally modified soil deposits are discovered at any time during grading, scraping, or excavation within the project, all work shall be halted in the vicinity of the find and PRMD Project Review staff shall be notified and a qualified archaeologist shall be contacted immediately to make an evaluation of the find and report to PRMD. PRMD staff may consult and/or notify the appropriate tribal representative from tribes known to PRMD to have interests in the area. Artifacts associated with prehistoric sites include humanly modified stone, shell, bone, or other cultural materials such as charcoal, ash, and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, firepits, or house floor depressions, whereas typical mortuary

features are represented by human skeletal remains. When contacted, a member of PRMD Project Review staff and the archaeologist, accompanied by those tribal representatives that so wish, shall visit the site to determine the extent of the resources and to develop and coordinate proper protection/mitigation measures required for the discovery. PRMD may refer the mitigation/protection plan to designated tribal representatives for review and comment. No work shall commence until a protection/mitigation plan is reviewed and approved by PRMD Project Review staff. Mitigation measures may include avoidance, removal, preservation, and/or recordation in accordance with California law. Archaeological evaluation and mitigation shall be at the applicant's sole expense."

The applicant shall provide PRMD staff with a copy of the training materials for archaeological resources and a copy of the contract with a qualified archaeologist to be available for evaluations and worker training. Mitigation Measures 3.5-1.a.

Mitigation Monitoring: PRMD staff shall review training materials and mining plans to ensure compliance. In the event that resources are discovered PRMD staff and the archaeologist shall ensure that the steps outlined above are followed.

86. During the pre-mining and enhancement activity worker training, machine operators and their supervisors shall be alerted to the possibility of finding buried human remains. In addition, in accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the operator shall immediately halt potentially damaging excavation in the area of the burial and notify the Sonoma County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code, Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the NAHC by phone within 24 hours of making that determination (Health and Safety Code, Section 7050[c]). Following the coroner's findings, the property owner and/or operator, an archaeologist, and the Native American Heritage Commission (NAHC)-designated Most Likely Descendant (MLD) shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in Section 5097.9 of the California Public Resources Code.

Upon the discovery of Native American remains, the operator shall ensure that the immediate vicinity (according to generally accepted cultural or archaeological standards and practices) is not damaged or disturbed by further development activity until consultation with the MLD has taken place. The MLD shall have 48 hours to complete a site inspection and make recommendations after being granted access to the site. A range of possible treatments for the remains, including nondestructive removal and analysis, preservation in place, relinquishment of the remains and associated items to the descendants, or other culturally appropriate treatment may be discussed. Public Resources Code Section 5097.9 suggests that the concerned parties may extend discussions beyond the initial 48 hours to allow for the discovery of additional remains. The following is a list of site protection measures that the operator shall employ to the extent possible:

- a. Record the site with the NAHC or the appropriate Information Center.
- b. Submit a document to the county in which the property is located.

The operator or its authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance if the NAHC is unable to identify an MLD or the MLD fails to make

a recommendation within 48 hours after being granted access to the site. Syar or its authorized representative may also re-enter the remains in a location not subject to further disturbance if they reject the recommendation of the MLD, and mediation by the NAHC fails to provide measures acceptable to the operator. The operator shall be required to implement any mitigation deemed necessary for the protection of the burial remains. Mining activities in the vicinity of the burials shall not resume until the mitigation is completed. Mitigation Measures 3.5-1.b. The applicant shall provide PRMD staff with a copy of the training materials for archaeological resources and a copy of the contract with a qualified archaeologist to be available for evaluations and worker training.

Mitigation Monitoring: In the event that resources are discovered PRMD staff and the archaeologist shall ensure that the steps outlined above are followed.

87. To minimize potential air quality impacts, the operator shall comply with the following measures:
- a. Obtain any necessary permits from the Northern Sonoma County Air Pollution Control District for stationary processing equipment.
 - b. Properly tune non-road equipment and provide verification of equipment maintenance upon request.
 - c. Limit equipment idling time to five minutes,
 - d. When new loaders or backhoes are acquired for the operation, ensure that they are equipped with diesel particulate matter reduction controls. Use ultra low sulfur fuel (ULSD) when available.

PRMD ARM staff will review the reports and will periodically monitor compliance with the condition during ongoing field inspections and will respond to all complaints.

88. The operator shall implement the following feasible control measures recommended by Bay Area Air Quality Management District (BAAQMD) to limit emissions of PM₁₀ for all project phases (NSCAPCB defers to BAAQMD for recommended mitigation measures):
- a. Water all active mining areas and haul routes at least twice daily and more often during windy periods (i.e., 10 mph winds). Active areas adjacent (i.e., property boundaries within 500 feet) to residences shall be kept damp at all times.
 - b. Suspend excavation and grading activity when instantaneous wind gusts exceed 25 mph.
 - c. Cover all hauling trucks or maintain at least two feet of freeboard.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes.
 - f. Apply water at least twice daily, or apply nontoxic soil stabilizers on all unpaved access roads, parking areas, and staging areas.
 - g. Sweep all paved access roads, parking areas, staging areas and streets daily wherever visible soil material is deposited or tracked. All sweeping will be performed with water sweepers.

- h. Treat site accesses to a distance of 100 feet from the paved road with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.
- i. Enclose, cover, water twice daily, hydroseed, or apply (nontoxic) soil binders to exposed stockpiles.
- j. Where and when feasible, wash off the tires or tracks of all trucks and equipment leaving the site.
- k. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. Mitigation Measure 3.7-1.a.

Mitigation Monitoring: The operator shall provide PRMD staff with a copy of the watering schedule for unpaved roads, a copy of the operations manual specifying the measures that truck drives, personnel operating mining equipment, and others must follow to reduce idle times, maintain low driving speeds, and manage truck loads and stockpiles in accordance with this mitigation measure.

89. Mining of a single bar shall not result in emissions of more than 15 tons per year of PM₁₀. For Bars S-10, S-11, S-12, S-13, S-14, Syar shall utilize Haul Routes 6, 7, or 8 instead of Haul Route 4. If Haul Routes 6, 7 and 8 are all unavailable for use, the operator shall comply with the following annual production limits set forth in Table 7 of the October 26, 2010 letter from Illingworth & Rodkin, Inc.:
- a. Bar S-10 310,000 tons
 - b. Bar S-11 278,000 tons
 - c. Bar S-12 264,000 tons
 - d. Bar S-13 237,000 tons
 - e. Bar S-14 2183,000 tons

For Bars SD-1 and SD-2, the operator shall comply with the following annual production limits set forth in Table 7 of the October 26, 2010 letter from Illingworth & Rodkin, Inc.:

- a. Bar SD-1 223,000 tons
- b. Bar SD-2 267,000 tons

Alternatively, the operator may retain a qualified expert and include as part of its annual mining plan submittals an air quality analysis that includes sampling of the silt content(s) of the graveled haul road(s) in the riverbed and haul route(s) that Syar proposes to use that year. Where applicable, such sampling may be taken from the bars where the gravel will be obtained. The air quality analysis shall use the actual silt content(s) and fugitive dust emission equations and analysis set forth in Appendix D of the Response to Comments Document and the October 26, 2010 letter from Illingworth & Rodkin, Inc., and shall be subject to a peer review by the County. Where the analysis demonstrates and peer review confirms that the mining will not exceed 15 tpy of PM₁₀, then the tonnage limitations set forth in this Mitigation Measure shall not apply. If the air quality analysis demonstrates that a different tonnage limitation will avoid any emissions in excess of 15 tpy of PM₁₀, then that different tonnage limitation shall apply. Mitigation Measure 3.7-1.b. In

the annual mining plan the applicant shall clearly define the haul routes that will be used for each bar to be mined. If proposing the use of other routes then the air quality analysis must be used to prepare the mining plan. The air quality analysis shall be included with the mining plan.

Mitigation Monitoring: PRMD staff shall limit the maximum tonnage of gravel that can be mined as determined by the level where 15 tons per year or less of PM₁₀ is generated up to the maximum permitted amount of 350,000 tons per year.

90. Mining of multiple bars shall not result in emissions of more than 15 tons per year of PM₁₀. If the operator wishes to mine multiple bars in a given mining season, it shall retain a qualified expert and include as part of its Annual Mining Plan submittals an air quality analysis that complies with Mitigation Measure 3.7-1b and demonstrates that the mining will not exceed 15 tons per year of PM₁₀. Mitigation Measure 3.7-1.c.

Mitigation Monitoring: If proposing the mining of multiple bars then the air quality analysis must be used to prepare the Mining Plan. The air quality analysis shall be included with the mining plan. The maximum tonnage of gravel that can be mined will be determined by the level where 15 tons per year or less of PM₁₀ is generated up to the maximum permitted amount of 350,000 tons per year.

91. The operator shall implement the following measures to reduce CO₂e emissions:
- a. Ensure that all heavy duty equipment is properly tuned and maintained before and during on-site operation.
 - b. Use low-sulfur fuel for on-site heavy duty equipment.
 - c. When replacing or upgrading equipment, purchase the most economically viable alternative fueled or lower polluting machines.
 - d. Turn off diesel equipment standing idle for more than five minutes.
 - e. Install temporary electrical service whenever possible to avoid need for independently powered equipment (e.g., compressors).
 - f. Monitor the efforts of ARB, CEC, and any other State agency charged with reducing California's contribution to global climate change. Implement all applicable control measures adopted by any state agency through promulgated regulations.
 - g. Prior to commencing operations, submit a Greenhouse Gas Reduction Plan incorporating the above measures and any other reasonably feasible measures to reduce greenhouse gas emissions by 25% consistent with County General Plan policies. Mitigation Measure 3.7-5.

Mitigation Monitoring: Prior to the start of mining the applicant shall prepare a Greenhouse Gas Reduction Plan incorporating these measures and any other measures to reduce greenhouse gas emissions. The plan shall detail the expected reduction in emissions (if known). The plan shall be provided to PRMD staff along with the Mining Plan.

92. The operator shall install fencing, post warning signs, provide site patrol, and take other actions necessary to ensure the security of the active mining site and associated work equipment storage areas and control private access to those areas. Mitigation Measure 3.14-2.

Mitigation Monitoring: PRMD staff shall review the fences and warning signs during site

inspections for the project.

93. The operator shall contribute a fair share towards the County's Russian River Gravel Mitigation Fund Recreation Enhancement Program or offer to dedicate to the County a river access easement of equal value in-lieu of the fair share. Mitigation Measure 4-1.

Mitigation Monitoring: PRMD staff will evaluate the amount of the Mitigation Fee that would be required and will bill the applicant on a quarterly basis. If the applicant chooses to dedicate river access then the access site shall be appraised by the Sonoma County Regional Parks Department. The access shall be dedicated to the Regional Parks Department so that it can be developed for public recreation.

94. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of PRMD or the Planning Commission, as determined appropriate by the Director. Such changes may require a new or modified Use Permit and additional environmental review.

95. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The applicant must submit a written request to PRMD demonstrating that the condition(s) is infeasible due to specific constraints (e.g., lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by PRMD are limited to those items that are not adopted standards or were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from PRMD, and shall not affect the original permit approval date or the term for expiration of the permit.

The owner/operator and all successors in interest, shall comply with all applicable provisions of the Sonoma County Code and all other applicable local, state and federal regulations.

96. Implementation of the Adaptive Management Strategy as described in the EIR, including adjustments authorized by PRMD in consultation with the SRC and resource agencies as described in the EIR, is part of the project as proposed and does not constitute a change in these conditions subject to the restrictions in Condition of Approval No. 95.
97. This Use Permit is effective for a period of 15 years from the date of approval and may be extended by the Planning Commission in accordance with the procedures set forth in the County's Mining Ordinance, Chapter 26A of the Sonoma County Code. This Use Permit and Reclamation Plan approval shall be subject to revocation or modification by the Planning Commission if the Commission finds that: (1) there has been a violation of any of the conditions of approval; or (2) the use for which this permit is hereby granted constitutes a nuisance; or (3) the use for which this permit is hereby granted is otherwise found to be substantially detrimental to persons or property in the neighborhood of the use. Any such revocation or modification shall be preceded by a public hearing pursuant to Section 26-92-120 except that the hearing body shall be the Planning Commission and noticed pursuant to 26-92-140 of the Sonoma County Code.

In any case where a Use Permit has not been used within three (3) years after the date of the granting thereof, or for such additional period as shall be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request and submittal of applicable fees by the applicant prior to the expiration of the two (2) year period the permit approval may be extended for not more than one (1) year by the authority which

granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

Syar Industries, Inc.

Russian River Alexander Valley Reach

Floodplain Bench Project

Project Goals

- 1) Create approximately 12.5 acres of open water, marsh and riparian forest habitat connected to the low flow channel of the Russian River suitable for juvenile salmon rearing and velocity and thermal refugia.
- 2) Restore cottonwood riparian forest in areas subject to future erosion for large woody debris recruitment.
- 3) Remove large area of invasive exotic vegetation (*arundo donax* and *tamarisk sp.* (salt cedar)) and replace and out compete it with native riparian vegetation.
- 4) Create diverse and productive floodplain wetlands for salmonid food production.
- 5) Reduce erosion by lowering and vegetating stream banks.
- 6) Demonstrate the viability of using gravel removal as a means to create salmonid and riparian habitats.

Project Description

Create approximately 12.5 acre floodplain wetland complex by excavating a dessicated terrace to elevations that can access shallow groundwater along the Russian River in the Alexander Valley (Figure 1, 2 & 3). A perennial slough of open water 4.5 feet deep maximum 20-30 foot wide will form the central area of the wetlands complex; the slough channel will be fringed with 20-40 foot wide zone of emergent and seasonally flooded marsh then surrounded by a low gradient floodplain surface supporting willow cottonwood forest. The perimeter area would be planted with mixed riparian and transitional communities. The project is designed to provide habitat for salmonids year around, including velocity and turbidity refugia for migrating adult steelhead, coho and chinook salmon, and rearing and refugia for juvenile salmon. The slough will draw cool water from shallow groundwater and will have abundant shallow productive marsh areas for juvenile cover and feeding.

Construction Methodology

Grub project site by first properly removing surface vegetation with earth moving equipment and haul off site to disposal area. *Arundo Donax* must have root systems removed fully. Where appropriate, native vegetation will be removed and stockpile for future use. Surface soil layer will be excavated by the same earth moving equipment and stockpiled along the fringes of the excavation area for final landscaping and grading. The project site will then be lowered approximately 10-15 feet by removing approximately 300,000 tons of gravel material. The gravel will be excavated using the same earth moving equipment, loaded onto haul trucks and removed off site. The final grading will be accomplished by the placement of surface soils to final grade.

The activities at the project will occur only during daylight hours. Water Trucks will be used at least twice a day to keep the hauls routes and project site wet, thus preventing dust from being developed. Portable sanitary facilities will be used and drinking water brought to the project site daily.

Revegetation

The final grading will be completed before vegetation planting. Three major plant communities will be created by planting container stock, stakes and broadcast seeding, emergent marsh, willow / cottonwood forest, and mixed riparian forest. Planting would occur late fall of the year that the project is excavated with overhead irrigation provided until flood season; it is anticipated that the plantings will have sufficient moisture through the early spring and summer months with possible irrigation needs in mid to late summer. Vegetation would be monitored and maintained for a period of five years.

Revegetation Methods

Revegetation is a key component for the Floodplain Bench project. This section introduces the concepts for riparian forest enhancements which are applicable to the proposed Floodplain Bench area.

Land use practices and changes in river processes have created gaps in the continuity of riparian habitat along the project reach and limited the capacity of the ecosystem to naturally recruit and regenerate riparian vegetation. The Sonoma County PRMD and the Interagency Group have identified revegetation as a priority enhancement activity that would expand the riparian vegetation communities that provide wildlife habitat, bank stability and eventually in-channel aquatic habitat via the supply LWD.

The riparian habitats that occur along the project reach essentially follow a topo-sequence in their spatial distribution. The lowest elevation community is *riparian scrub*, which occurs at elevations approximating OHW. The riparian scrub community transitions to *cottonwood forest*, which generally occurs on low terrace/floodplain bench formations; *mixed riparian forest*, which includes species such as valley oak (*Quercus lobata*) and coast live oak (*Q. agrifolia*), occurs on high terraces where remnant riparian communities are present, but limited in their spatial extent due to encroachment of agricultural land use. The objective of the Floodplain Bench project is to use various revegetation techniques that would create these self-sustaining vegetation communities in presently degraded areas. These actions would increase the acreage of riparian habitat, while improving habitat continuity and bank stability.

This floodplain Bench enhancement project would incorporate a common revegetation planting palette which is shown in Table 1. This planting palette would be adapted to site specific conditions, as needed. The revegetation plans for each of the target plant communities are described in the following sections:

Riparian Scrub

This is an early seral, willow-dominated plant community that is both resilient and dynamic because it is frequently subject to disturbance from streamflow, scour and debris. Table 1 shows vegetation species that would be included in the riparian scrub community.

Revegetation of this plant community would rely primarily on the use of woody cuttings of willow (*Salix* spp.), mulefat (*Baccharis salicifolia*), white alder (*Alnus rhombifolia*), and cottonwood (*Populus fremontii*). Mulefat and willow species (primarily *Salix exigua*) would be planted in the

lower portions, while cottonwood and alder cuttings would be planted in topographically higher portions of the riparian scrub community. Woody pole cuttings and bundles (fascines) would be planted into substrate with the use of mechanical augers. Container plants (nursery stock) are not recommended for planting at elevations approximating OHW because they are prone to scour and erosion before they can become established.

The riparian scrub community could also be seeded with a mix of grasses and forbs (Table 1) in areas where there is sufficient fine material or topsoil to support herbaceous vegetation. It should be noted that establishment of plants from seed in this vegetation community is often not effective because the river may erode the seedlings before they can become well-established. However, it is worth the effort of applying seed because some of the created areas would be in protected slackwater areas and in some years plants may become established prior to the onset of large flow events.

In general, this community would be planted along oxbows and alcoves, in the lower portion of the streambank enhancement features, and in portions of the river with existing low terrace features where *Arundo* would be removed and replanted with native vegetation.

Cottonwood Forest

In the project reach, cottonwood forest typically occurs on low terraces, high portions of large gravel bars, and along abandoned channels or oxbows. Like the willow scrub community, cottonwoods are adapted to the disturbance regime of frequent flooding, scour and deposition, but their ability to recruit and regenerate in the project reach is compromised by the lack of suitable floodplain surfaces, high bank erosion rates and encroachment of agricultural land use.

Table 1 shows that plant species that would be included in the cottonwood forest community. Like the willow scrub, revegetation of this plant community would rely heavily on the use of woody cuttings, but some container plants could also be used. Cottonwood cuttings would be planted in various sizes; it is recommended that the planting of large pole cuttings (4 to 8-inch diameter) in deep conical holes be tested. This revegetation technique has been quite successful in establishing cottonwoods along the Carmel River, which has a similar moisture regime and substrate characteristics to the project reach. The cottonwood forest community would also be seeded with a mix of grasses and forbs (Table 1), which should have a higher rate of establishment from seed than the riparian scrub community because scour and erosion are not as prevalent in these planting areas. Establishment of vegetation from seed will be largely dependent on the timing and magnitude of early winter storm events in the first year after seeding. If feasible, seeded areas would be irrigated for several weeks or months in the summer or fall to establish vegetation prior to the onset of the winter runoff events.

In general, this community would be planted along created oxbows and alcoves, in the upper portion of the streambank enhancement features, and in portions of the river with existing low terrace features where *Arundo* would be removed and replanted with native vegetation. It should be recognized that riparian scrub and cottonwood forest communities occupy similar geomorphic features, and their distribution may vary in elevation by only a few vertical feet; thus the appropriate planting area for each community would be determined on a site-specific basis.

Mixed Riparian Forest

In the project reach, mixed riparian forest typically occurs on high terraces (i.e., the valley floor adjacent to the river). This community generally occurs in areas that are not subject to frequent flooding, but experience periodic inundation of moderate duration (on the order of a 10-year

flood event). The spatial distribution of this community in the project reach is compromised by the high bank erosion rates and encroachment of agricultural land use.

Table 1 shows that plant species that would be included in the mixed riparian forest plant palette. Establishment of this plant community would primarily be accomplished by planting container plants. The mixed riparian forest community would be seeded with native grasses and forbs that are typically associated with mesic or upland habitats (Table 1). The successful establishment and persistence of native herbaceous species is highly dependent on the pretreatment of the revegetation area, seeding techniques, seed quality and maintenance. Since many sites along the project reach have variable characteristics (e.g., soil, invasive species, hydrology, etc.) revegetation plans would be developed on a case-by-case basis to determine the most appropriate techniques.

Plant Establishment and Maintenance

Temporary irrigation would be used to aid in the establishment of the revegetation projects. The type of irrigation system used would depend primarily on the vegetation community and proximity to a water source. Revegetation projects would be irrigated immediately after plant installation (typically in late summer or early fall) until rainfall/streamflow provides sufficient moisture to sustain the plants through the winter/spring. Irrigating prior to the onset of the wet season will stimulate seed germination and establishment prior to the onset of heavy rains and subsequent high flow events.

The riparian scrub and cottonwood forest communities would be watered with temporary aboveground overhead irrigation lines or a water truck, depending on proximity to an available water source. The duration of irrigation for riparian scrub and cottonwood forest communities would be evaluated on a case-by-case basis, but would typically be 1 to 3 years. The mixed riparian forest community would be irrigated with a drip system if the plantings are located near a water supply that can serve the system, or hand watered if there is no available source; this community would typically be watered for 3 to 5 years to aid in plant establishment.

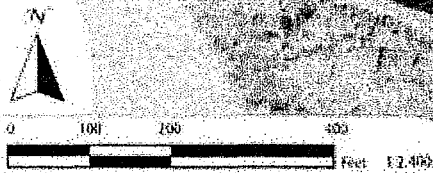
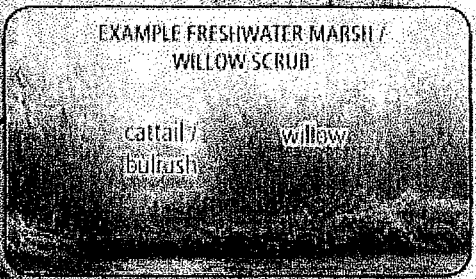
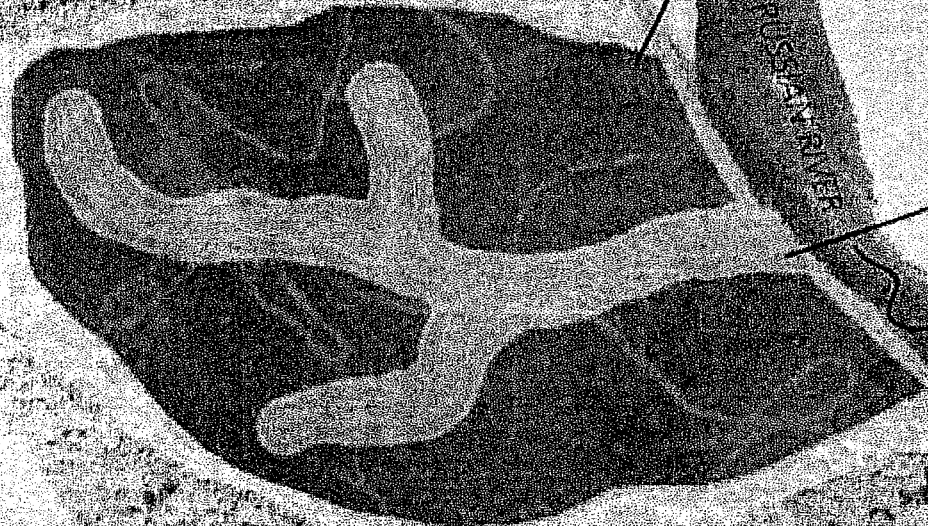
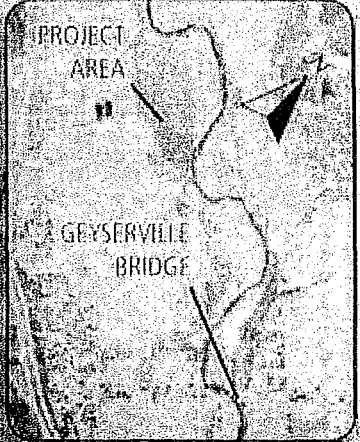
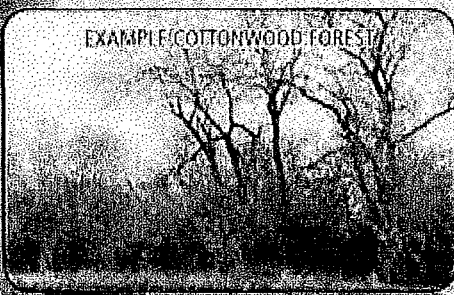
Revegetation maintenance would include invasive species control, repair of plant basins and treatment of pests or disease. Invasive species control would typically include manual or mechanical removal of undesirable species, and herbicides may be used to "spot spray" difficult to control species (e.g., *Arundo*, thistles). Only herbicides approved for use in aquatic environments would be used. Plant basins would be maintained and repaired if damaged. Trees would be inspected for the presence of pest and disease, and treated if necessary.

TABLE 1: REVEGETATION PLANTING PALETTE FOR RIVER ENHANCEMENT PROJECTS

	PLANT COMMUNITY	RIVER FEATURE/ ELEVATION RANGE	BOTANICAL NAME	COMMON NAME	PROPAGATION METHOD	SIZE	SPACING	GROWTH FORM	PLANTING GROUP	PERCENT OF GROUP	QUANTITY PER ACRE
CUTTINGS AND CONTAINER PLANTS	Riparian Scrub	Lower portions of oxbows/alcoves (OHW +/- 2ft)	Alnus rhombifolia	white alder	Cuttings	4 to 8 ft length, 2 to 8-inch diameter	Average 10 ft O.C., in topographically higher portions of planting zone	tree	A	25%	109
			Populus fremontii	Fremont cottonwood						75%	327
			Baccharis salicifolia	mule fat	Cuttings	3 to 55 ft length, 0.75 to 2-inch diameter	Average 4 ft O.C.	shrub	B	25%	681
			Salix spp.	willow species				tree/ shrub		75%	2042
	Cottonwood Forest	Lower terrace/ oxbows/alcoves (OHW +2 to 10 ft)	Populus tremontii	Fremont cottonwood	Cuttings	4 to 8 ft length, 2 to 8-inch diameter	Average 12ft O.C., in topographically higher portions of planting zone	tree	A	60%	408
			Salix spp.	willow species		3 to 5 ft length, 0.75 to 2-inch diameter		tree/ shrub		40%	272
			Acer macrophyllum	bigleaf maple	Container	T6 or 5 Gal	Average 8 ft O.C., in topographically lower portions of planting zone	tree	B	20%	61
			Aesculus californica	California buckeye	Container	T6 or 5 Gal		tree		15%	45
			Populus fremontii	Fremont cottonwood	Container	T6 or 5 Gal		tree		50%	151
			Quercus lobata	valley oak	Container	T6 or 5 Gal		tree		15%	45
			Rosa californica	California rose	Container	1 Gal	Average 8 ft O.C.	shrub	C	50%	340
			Symphoricarpos albus	snowberry	Container	1 Gal		shrub		50%	340
	Mixed Riparian Forest	High Terrace	Acer negundo	boxelder	Container	T6 or 5 Gal	Average 12 ft O.C.	tree	A	10%	30
			Fraxinus latifolia	Oregon ash	Container	T6 or 5 Gal		tree		10%	30
			Juglans californica	black walnut	Container	T6 or 5 Gal		tree		20%	61
			Populus fremontii	Fremont cottonwood	Container	T6 or 5 Gal		tree		10%	30
			Quercus agrifolia	coast live oak	Container	T6 or 5 Gal		tree		20%	61
			Quercus lobata	valley oak	Container	T6 or 5 Gal		tree		30%	91
			Baccharis pilularis	coyote brush	Container	1 Gal	shrub	Average 8 ft O.C.	B	25%	170
			Heteromeles arbutifolia	toyon	Container	1 Gal	shrub			25%	170
Rhamnus californicus			coffeeberry	Container	1 Gal	shrub	25%			170	
Rosa californica			California Rose	Container	1 Gal	shrub	25%			170	

TABLE 1: REVEGETATION PLANTING PALETTE FOR RIVER ENHANCEMENT PROJECTS

	PLANT COMMUNITY	BOTANICAL NAME	COMMON NAME	METHOD	LBS/ACRE	SPACING	GROWTH FORM
SEED MIXES	Riparian Scrub and Cottonwood Forest	Achillea millefolium	yarrow	Broadcast seed	2	NA	forb
		Agrostis exarata	spike bentgrass	Broadcast seed	8		grass
		Artemisia douglasiana	mugwort	Broadcast seed	4		forb
		Baccharis salicifolia	mule fat	Broadcast seed	4		shrub
		Deschampsia cespitosa	tufted hairgrass	Broadcast seed	8		grass
		Hordeum brachyantherum	California barley	Broadcast seed	8		grass
		Leymus triticoides	creeping wild rice	Broadcast seed	8		grass
	Mixed Riparian Forest	Artemisia douglasiana	mugwort	Broadcast seed	4	NA	forb
		Bromus carinatus	California brome	Broadcast seed	8		grass
		Collinsia heterophylla	Chinese houses	Broadcast seed	2		forb
		Elymus glaucus	blue wildrye	Broadcast seed	8		grass
		Eschscholzia californica	California poppy	Broadcast seed	2		forb
		Festuca idahoensis	Idaho fescue	Broadcast seed	8		grass
		Nassella pulchra	Purple needle-grass	Broadcast seed	8		grass
		Poa secunda	one sided blue grass	Broadcast seed	8		grass
Vulpia microstachys	vulpia	Broadcast seed	8	grass			



LEGEND	
	OPEN WATER AT LOW FLOW - 1.0 acres
	FRESHWATER MARSH - 7.2 acres
	COTTONWOOD FOREST - 8.6 acres
	MIXED RIPARIAN FOREST - 7.6 acres

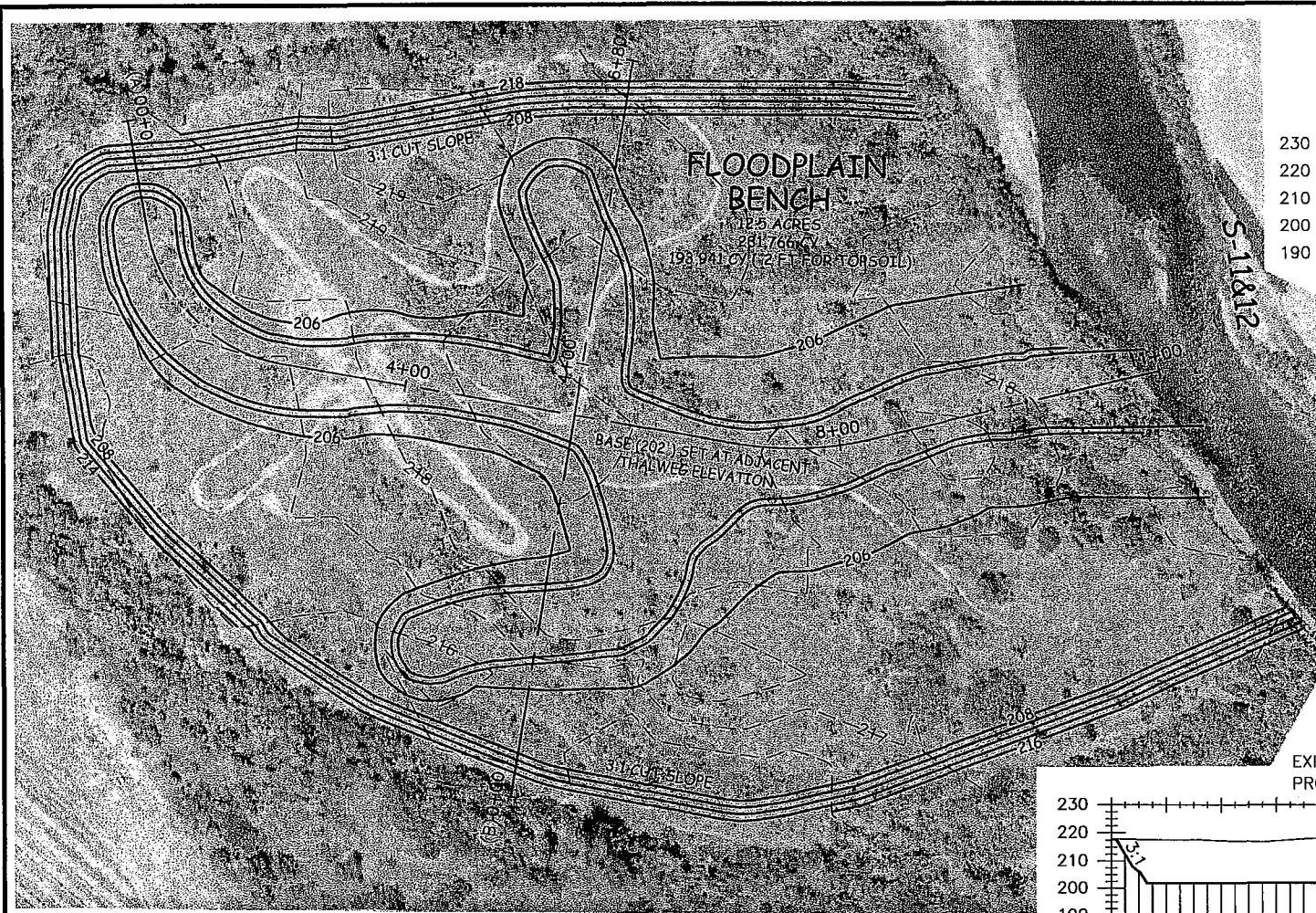
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RUSSIAN RIVER
 ALEXANDER VALLEY
 FLOODPLAIN BENCH

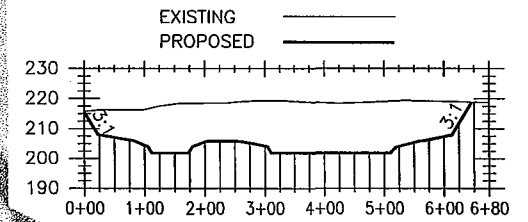
BAR MINING
 PLAN

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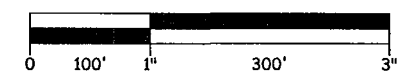


PROFILE B

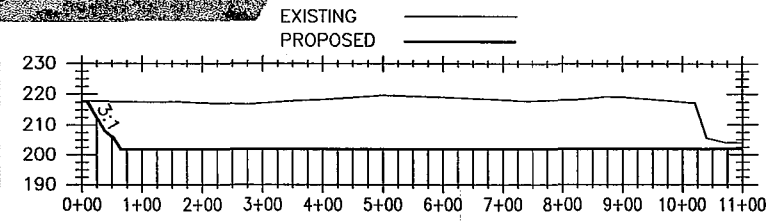


LEGEND

EXISTING GROUND
 PROPOSED GRADING



PROFILE A



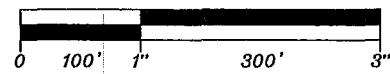
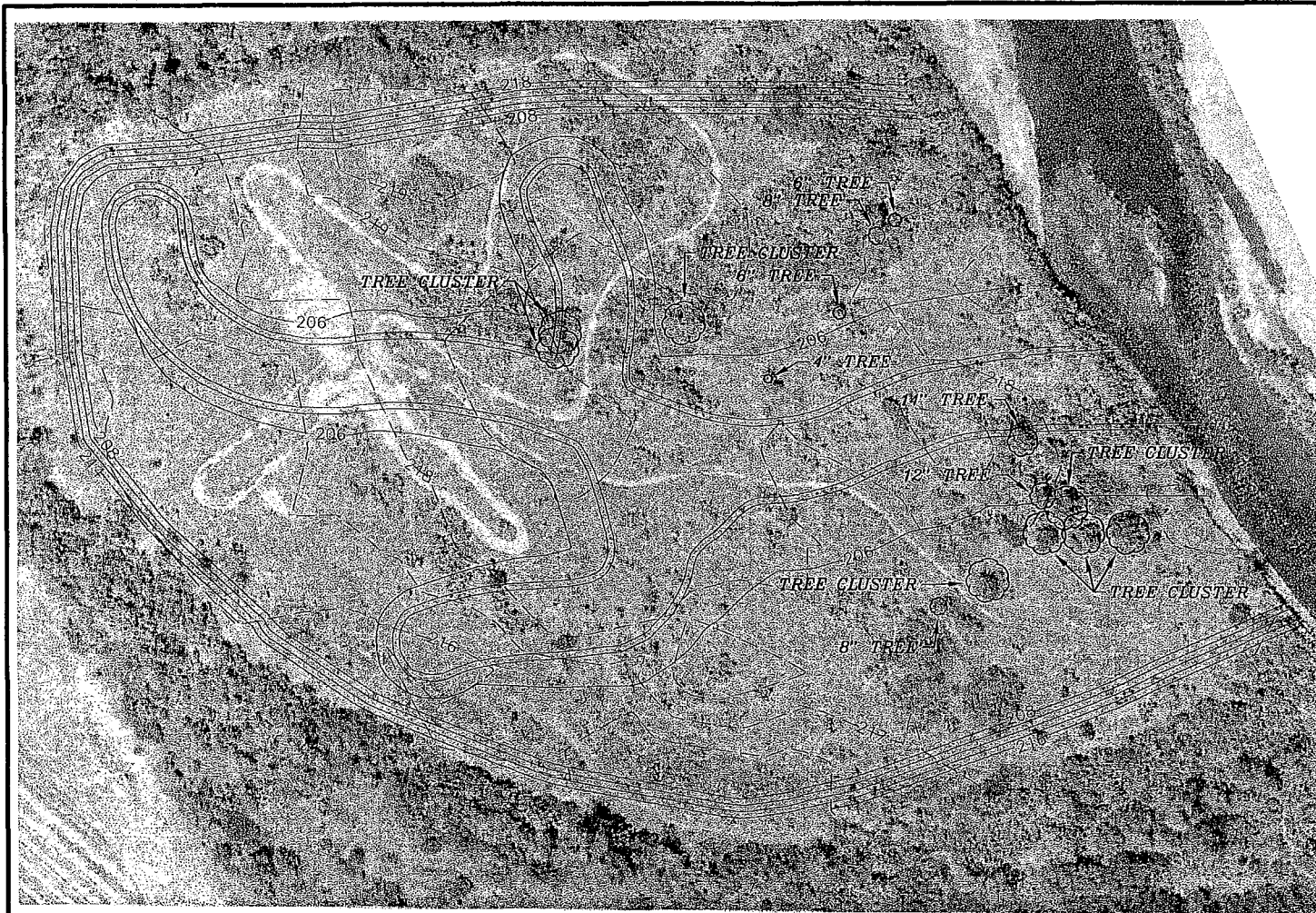
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RUSSIAN RIVER
 ALEXANDER VALLEY
 FLOODPLAIN BENCH

BAR MINING
 PLAN

FIGURE
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 OF
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*RUSSIAN RIVER
 ALEXANDER VALLEY
 FLOODPLAIN BENCH*

TREE LOCATION

FIGURE
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