

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

**TUESDAY**

**SEPTEMBER 10, 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, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

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

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

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

**Public Transit Access to the County Administration Center:**

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

***APPROVAL OF THE CONSENT CALENDAR***

The Consent Calendar includes routine financial and administrative actions, 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 39)

#### **PRESENTATIONS/GOLD RESOLUTIONS**

(Items 1 through 6)

##### **PRESENTATIONS AT BOARD MEETING**

1. Adopt a Gold Resolution proclaiming September as National Preparedness Month for Sonoma County and commemorating the sacrifices and heroic actions on September 11, 2001. (Fire and Emergency Services)
2. Adopt a Gold Resolution proclaiming the week of September 15-21, 2013 as Pollution Prevention Week and the week of September 21-29, 2013 as Creek Week in Sonoma County. (County-wide)
3. Adopt a Gold Resolution proclaiming September 28, 2013 Russian River Clean-Up Day. (Fourth and Fifth Districts)

##### **PRESENTATIONS AT DIFFERENT DATE**

4. Adopt a Gold Resolution proclaiming September 22-28, 2013, as "Fall Prevention Awareness Week" in Sonoma County. (Human Services)
5. Adopt a Gold Resolution honoring and acknowledging the Petaluma Leghorns for their second place finish in the Championship Game of the 2013 American Legion World Series. (Second District)
6. Adopt a Gold Resolution honoring the life and career of State Senator Pat Wiggins. (County-wide)

#### **COMMUNITY DEVELOPMENT COMMISSION**

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

**AND**

#### **BOARD OF SUPERVISORS**

7. Approve revisions to County Fund for Housing Funding Policies and Sonoma County Community Development Commission Loan Policies to clarify and streamline administration and provide additional flexibility in certain temporary hardship cases in order to develop and preserve affordable housing in the County.

CONSENT CALENDAR (Continued)

**SONOMA COUNTY WATER AGENCY**

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

8. Authorize the Chair to execute the first amended agreement with New Ways to Work in an amount not to exceed \$87,400, expanding the scope of work to include design and implementation of the 2013 and 2014 Sonoma County Youth Ecology Corps programs and to support design and assistance with a similar program and extending the agreement term by one year, for a new not-to-exceed agreement total of \$212,200 and end date of September 30, 2014.
9. Authorize the Chair to execute a funding agreement with Sonoma Ecology Center for a low impact development demonstration project, that will feature stormwater retention and groundwater recharge elements in Sonoma Garden Park, in the amount of \$115,000; agreement terminates on December 31, 2015. (First District)
10. Authorize the Chair to execute an agreement with City of Santa Rosa for joint funding and implementation of creek stewardship program to meet National Pollutant Discharge Elimination System requirements for the amount of \$486,000; agreement terminates on June 30, 2019. (First, Third, Fourth, and Fifth Districts)
11. Authorize the General Manager to execute agreements with Carole Mascherini for acquisition of real property rights for the Dry Creek Habitat Enhancement Demonstration Project Phase Two in the form provided to the Board for \$97,000 and authorize the General Manager to execute any other documents and pay any ancillary costs necessary to close the transaction (APNs 090-190-030 & 031). (Fourth District)

**AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR**

12. Adopt a Resolution authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000.

**BOARD OF SUPERVISORS**

13. Disbursement of Fiscal Year 2013-14 Advertising Funds (Fourth District) – Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Cloverdale Arts Alliance for “Sculpture Trail” promotions (\$1,000); Friday Night Live at the Plaza (\$1,200); Cloverdale Performing Arts Center, Inc. (\$6,500); and Geyserville Chamber of Commerce for costs associated with new office space to be open to visitors and tourists (\$5,000).
14. Disbursement of Fiscal Year 2013-14 Advertising Funds (Third District) – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Law Enforcement Chaplaincy of Sonoma County, Tour de Fuzz event, grant award of \$500; Sonoma County Book Festival, Book Festival 2013 event, grant award of \$500.

CONSENT CALENDAR (Continued)

15. Appoint Deputy Director of Engineering and Construction, Dewayne Starnes, as Interim Director of Permit and Resource Management, effective September 1, 2013.

**COUNTY ADMINISTRATOR**  
**AND**  
**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**  
**SONOMA COUNTY WATER AGENCY**  
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

16. Adopt a Concurrent Resolution establishing Fiscal Year 2013-14 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.

**COUNTY ADMINISTRATOR**  
**AND**  
**COMMUNITY DEVELOPMENT COMMISSION**  
**SONOMA COUNTY WATER AGENCY**  
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

17. Accept Fiscal Year 2012-13 Year End Report and ratify close of books and adopt a Concurrent Resolution approving budgetary adjustments. (4/5 vote required)

**COUNTY COUNSEL**

18. Adopt a Resolution approving the Conflict of Interest Code of the Sonoma Clean Power Authority.

**CLERK-RECORDER-ASSESSOR**

19. Adopt a Resolution authorizing the City of Rohnert Park to consolidate elections, as allowed by Elections Code §10402 for the November 5, 2013 election. (Second and Third Districts)

**GENERAL SERVICES**

20. Authorize the General Services Director to execute an amendment to the agreement for professional services with Management Partners for real estate services, to increase the funding by \$25,000, for a total agreement of \$120,000 through January 9, 2014.

CONSENT CALENDAR (Continued)

**GENERAL SERVICES / CLERK-RECORDER-ASSESSOR**

21. Authorize the General Services Director to execute lease amendments for Clerk-Recorder-Assessor warehouse space with: (A) the Linda Chambers Bianchi Survivor's Trust, for approximately 3,029 sq. ft. of storage space at 3343 Industrial Drive, Santa Rosa to: 1) extend the respective terms through June 30, 2014; 2) increase the monthly payments by 1%; and 3) provide for discretionary termination of the lease; and (B) Michael and Sheila Biaggi, for approximately 3,029 sq. ft. of storage space at 3345 Industrial Drive, Santa Rosa, in order to: 1) extend the respective terms through June 30, 2014 at the current monthly rate; and 2) add options to extend the lease term annually, for up to three years at no additional cost. (Third District)

**GENERAL SERVICES / HEALTH SERVICES**

22. Authorize the General Services Director to execute lease renewals for Department of Health Services offices with Veale Investment Properties, located within Suite B, at 16390 Main Street, Guerneville, California for (A) approximately 583 sq. ft. of office space for Women Infants & Children program services to: 1) extend the term of the lease through November 30, 2016 and 2) initially decrease the monthly payments 5%, then annual increases of 3% effective December 1, 2013 and 3) add options to extend the lease term for two additional years; and (B) approximately 1,748 sq. ft. of office space for Driving Under the Influence program services 1) extend the term of the lease through October 31, 2016; 2) initially decrease the monthly payments 4%, then annual increases of 3% effective November 1, 2013, and 3) add options to extend the lease term for two additional years. (Fifth District)

**HEALTH SERVICES**

23. Authorize the Director of Health Services to accept a matching grant award of \$450,000 for the CARES Plus Program from First 5 California; and Authorize the Director of Health Services to execute an agreement with the Sonoma County Office of Education to administer the CARES Plus Program for the period October 1, 2013 through June 30, 2016, in an amount not to exceed \$1,570,500.
24. Authorize the Director of Health Services to execute an agreement with John Strathman, DVM for veterinary services in the County animal shelter for the period September 14, 2013 to June 30, 2016 in an amount not to exceed \$334,969.
25. Adopt a Resolution authorizing endowment of a 2002 Chevrolet van and a 2003 Eldorado bus to Community Action Partnership for use in providing transportation and outreach to the community.
26. Authorize the Director of Health Services to execute the first amendment to an agreement with Robert Rowan-Herzog, for specialized pediatric physical therapy services, increasing the contract by \$25,000 resulting in a new total not to exceed amount of \$49,900 and extending the term from December 31, 2013 to June 30, 2014.

CONSENT CALENDAR (Continued)

**HUMAN RESOURCES**

27. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Public Defender Investigators' Association (SCPDIA) for the period of September 10, 2013 through December 15, 2015.

**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

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

28. Adopt a Resolution authorizing the Air Pollution Control Officer to execute three funding agreements for bus retrofits, between Northern Sonoma County Air Pollution Control District and Healdsburg Unified School District; Projects: "DMV Moyer 1314-01," "DMV Moyer 1314-02," and "DMV Moyer 1314-03" (each agreement not to exceed \$20,000 for a total not to exceed \$60,000).

**PROBATION**

29. Adopt a Resolution authorizing the Chief Probation Officer, on behalf of the Board, to accept grant funding in the amount of \$244,617 for the Evidence-Based Practice to Improve Public Safety program and to sign the Grant Agreement with the Board of State and Community Corrections.

**SHERIFF'S OFFICE**

30. Approve and authorize the Sheriff to submit the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application CFDA #16.738 for the County of Sonoma and execute JAG Program award documents with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$41,895.
31. Authorize the Sheriff to execute the agreement for internal affairs case management system and support services with On Target Performance Systems for the term September 11, 2013 to September 10, 2018 in an amount of \$56,150.

**MISCELLANEOUS**

32. Approval of Minutes – (A) Minutes of the Meeting of August 13, 2013 for the following: Community Development Commission, South Park County Sanitation District, Sonoma County Water Agency, and the Board of Supervisors; (B) Minutes of the Meeting of August 20, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, In-Home Supportive Services Public Authority, Northern Sonoma County Air Pollution Control District, Sonoma County Public Financing Authority, Sonoma County Water Agency, and Board of Supervisors; and (C) Minutes of the Special Meeting of August 23, 2013 of the Board of Supervisors; and (D) Minutes of the Special Meeting of September 3, 2013 of the Board of Supervisors.

CONSENT CALENDAR (Continued)

**APPOINTMENTS/REAPPOINTMENTS**

(Items 33 through 39)

33. Adopt a Resolution appointing nominees to the office of Director for the following districts: Cazadero Community Services, Graton Community Services, Occidental Community Services, Bennett Valley Fire Protection, Glen Ellen Fire Protection, Schell-Vista Fire Protection, Bodega Bay Public Utility, Camp Meeker Recreation and Park, Monte Rio Recreation and Park, Russian River Recreation and Park, Forestville County Water, North Bay Water, North Main Water, Russian River County Water, Sonoma Mountain County Water, and Timber Cover County Water. (Clerk-Recorder-Assessor)
34. Reappoint Stephen M. Beckwith and James Brush as regular members of the Assessment Appeals Board for a term of three years beginning September 2, 2013 through September 1, 2016. (County-wide)
35. Reappoint John Nagle to the Agricultural Preservation and Open Space District Advisory Committee from March 19, 2013 through March 19, 2015. (Fifth District)
36. Appoint Jacqueline Perlmutter to the Alcohol and Drug Problems Advisory Board for a term of two years beginning September 10, 2013 to September 9, 2015. (Second District)
37. Reappoint Trey Dunia to the Alcohol and Drug Problem Advisory Board from August 18, 2013 through August 18, 2016. (Fifth District)
38. Reappoint Kevin McConnell to the Alcohol and Drug Problem Advisory Board from April 24, 2013 through April 24, 2016. (Fifth District)
39. Reappoint Pattie Heisser to the Commission on the Status of Women from August 16, 2013 through August 16, 2015. (Fifth District)

## **VI. REGULAR CALENDAR**

(Items 40 through 42)

### **TRANSPORTATION AND PUBLIC WORKS**

40. Sonoma County Airport Runway Safety Improvement Project Mitigation –
- (A) Issue and to authorize the Chair by Resolution to execute three Grant Anticipation notes, not to exceed \$24,000,000 in total, to provide temporary cash flow for the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project. (Fourth District)
  - (B) Authorize the Airport Manager to: (1) execute four agreements, totaling \$6,699,285, for purchase of conservation acreage for mitigation relating to the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project; and (2) execute Amendment #2, adding \$475,000 for a new total of \$1,515,000 and a two-year payment option, to the December 10, 2012 Agreement between the County of Sonoma and the Alton Preserve; and (3) execute other documents for purchase of these mitigation credits for the Runway Safety Improvement Project.

### **HEALTH SERVICES**

41. Affordable Care Act Implementation Update –
- (A) Receive update on Sonoma County Implementation of the Patient Protection and Affordable Care Act;
  - (B) Adopt a Resolution effective September 10, 2013 adding 25.15 Full Time Equivalent positions as detailed in the attached resolution - Department of Health Services.
  - (C) Authorize the Director of Health Services to execute Blue Shield of California Foundation Grant Agreement Number 8571551 to receive revenue from the Blue Shield of California Foundation for the period July 1, 2013 through June 30, 2014 to provide insurance enrollment assistance in an amount not to exceed \$100,000.
  - (D) Authorize the Director of Health Services to execute an agreement with Redwood Community Health Coalition to provide health insurance enrollment assistance services for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$30,000.

### **NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

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

42. Approve interim policy for evaluating and issuing Greenhouse Gas Reduction Credits.



## **V. CLOSED SESSION CALENDAR**

(Items 43 through 52)

43. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: Hollynn Delil v. County of Sonoma, U.S. Northern District Court Case No. C13-0423(Govt. Code Section 54956.9 (d)(1)).
44. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: Steven Mezzanato v. County of Sonoma; Workers’ Compensation Appeals Board Nos. ADJ2049714 (SFO0482645), ADJ4173317 (SFO0482954) (Govt. Code Section 54956.9 (d)(1)).
45. The Board of Commissioners of the Community Development Commission will consider the following in closed session: Conference with Real Property Negotiator – Property: 17301 Hwy. 12, Sonoma, California 95476, APN 056-201-066; Agency Negotiator: Kathleen H. Kane, Executive Director, Community Development Commission; Negotiating Parties: Optionee – Sonoma County Community Development Commission; Optionor - Celestina Vailetti and Marco Vailetti, Successor Trustees of the Vailetti Family Living Trust dated July 5, 1995. Under Negotiation: Terms and conditions of potential exercise of right of first refusal on property (Govt. Code Section 54956.8).
46. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Citizens Advocating for Roblar Rural Quality v. County of Sonoma et al., Sonoma County Superior Court, SCV 248943 (Govt. Code Section 54956.9(d)(1)).
47. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation or Significant Exposure to Litigation – Name of Case: Ronald Lisher (Govt. Code Section 54956.9 (b)(1)).
48. 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)).
49. 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)).
50. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: California Sportfishing Protection Alliance v. County of Sonoma, Citizen Suit Action under the Federal Clean Water Act (Govt. Code Section 54956.9 (d)(1)).
51. 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 Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

CLOSED SESSION CALENDAR (Continued)

52. The County of Sonoma Board of Supervisors will meet in closed session for the following:  
Public Employee Appointment: Permit and Resource Management Department Head. Agency  
Negotiator: Wendy Macy, Director of Human Resources and Roberts Consulting Group (Govt.  
Code Section 54957).

## **VI. REGULAR AFTERNOON CALENDAR**

(Items 53 through 57)

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

53. Report on Closed Session.
54. **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.)
55. 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**

56. **2:10 P.M. – ORD11-0005 – (ALL DISTRICTS)**
- APPLICANT: N/A
  - LOCATION: Various
  - ASSESSOR'S PARCEL NO.: Various
  - ENVIRONMENTAL DOCUMENT: Negative Declaration
  - REQUEST: Conduct public hearing on the proposed changes to the General Plan and Zoning Code to enable Renewable Energy and approve the following as recommended by the Planning Commission: (A) Adopt a Resolution adopting a Negative Declaration and amending the General Plan Open Space and Resource Conservation Element to allow commercial renewable energy systems in agricultural and resource areas; and (B) Adopt an Ordinance making changes to the Zoning Code to allow Renewable Energy systems and facilities at appropriate scale in various zoning districts.
57. **ADJOURNMENTS**

**NOTE: The next regular meeting will be held on September 17, 2013 at 8:30 a.m.**

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

- September 17<sup>th</sup> (PM) – UPE11-0102; Appeal of Use Permit; 1048 Wild Rose Drive, Santa Rosa
- September 17<sup>th</sup> (AM) – TEFRA Windsor Mobile Home Hearing
- September 24<sup>th</sup> (AM) – Sheriff's Substation Property Sale
- September 24<sup>th</sup> (PM) – UPE11-0034; Appeal of Use Permit for a 20 space campground
- September 24<sup>th</sup> (PM) – ZCE12-0007; 2760 Sullivan Road, Sebastopol



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Fire and Emergency Services

**Staff Name and Phone Number:**

Christopher Helgren, 565-2052

**Supervisorial District(s):**

All

**Title:** National Preparedness Month and September 11 Commemoration for Sonoma County

### **Recommended Actions:**

Adopt a gold resolution proclaiming September as National Preparedness Month for Sonoma County and commemorating the sacrifices and heroic actions on September 11, 2001

### **Executive Summary:**

National Preparedness Month (NPM) was created by the Federal Emergency Management Agency's (FEMA) *Ready* campaign in response to the tragic events of September 11 in order to educate the public on how to prepare for emergencies. This year's NPM campaign focuses on the theme: ***You Can Be the Hero.***

Every year the President of the United States and Sonoma County issue a proclamation designating September as National Preparedness Month. We encourage the citizens of Sonoma County to take concrete action toward preparing for emergencies and disasters especially during September and to continue the effort throughout the year.

The Fire and Emergency Services Department has taken several steps to better prepare Sonoma County to respond to a disaster. In a workshop in May, the Emergency Operations Center (EOC) staff exercised their decision making abilities and processes. The department has purchased, tested and transitioned to a new Telephone Emergency Notification System that can give alerts and warnings to our residents faster and more efficiently. We have trained and re-certified nearly 100 amateur radio volunteers who are members of our Auxiliary Communications Service. We have completed a revision and update of our Lower Russian River Flood Response Plan for first responders and EOC staff.

We encourage everyone in the county to participate in the Great ShakeOut which is held on October 17. The public may register and get great ideas on how to be prepared for an earthquake at [shakeout.org/california](http://shakeout.org/california).

For free information on how to get prepared for all emergencies, individuals can visit the *Ready* websites at [Ready.gov](http://Ready.gov) or [Listo.gov](http://Listo.gov) (*en Español*). These activities, along with a vigilant public, contribute to an overall level of preparedness that is critical to the safety of our county, state and country.

Sonoma County gives tribute to those we lost on September 11, 2001 with a moment to remember those who lost their lives, by participating in the Day of Caring on September 12 and proclaiming the month of September as National Preparedness Month. Please join us in honoring those we lost by taking a moment to remember those who sacrificed for us, increasing emergency preparedness and performing a good deed.

**Prior Board Actions:**

On September 25, 2012 the Board proclaimed September National Preparedness Month for Sonoma County and adopted a gold resolution commemorating September 11, 2001 on September 11, 2012.

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

Community members are socially supported and the community is prepared to respond to emergencies and recover more quickly from a disaster.

**Fiscal Summary - FY 13-14**

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

**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)

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
<b>Attachments:</b>
Gold Resolution
<b>Related Items "On File" with the Clerk of the Board:</b>



# County of Sonoma

## State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Proclaiming September as National Preparedness Month for Sonoma County and  
Commemorating the Sacrifices and Heroic Actions on September 11, 2001.**

**Whereas**, National Preparedness Month creates an important opportunity for every resident of Sonoma County to prepare their homes, businesses and communities for any type of emergency, including natural disasters and potential terrorist attacks; and

**Whereas**, investing in the preparedness of ourselves, our families, businesses and communities can reduce fatalities and economic devastation in our communities and in our nation; and

**Whereas**, the Federal Emergency Management Agency's *Ready* campaign, Citizen Corps and other federal, state, local, tribal, territorial, private and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

**Whereas**, emergency preparedness is the responsibility of every citizen in Sonoma County and all citizens are urged to make preparedness a priority and work together as a team to ensure that individuals, families and communities are prepared for disasters and emergencies of any type; and

**Whereas**, all citizens of Sonoma County are encouraged to participate in citizen preparedness activities and asked to review the *Ready* campaign's websites at [Ready.gov](http://Ready.gov) or [Listo.gov](http://Listo.gov) (*en Español*) and become more prepared.

**Whereas**, the County of Sonoma will forever remember those 2,977 people who gave their lives on September 11, 2001; and

**Whereas**, we remember the amazing courage of 343 members of the Fire Department of New York, 60 officers of the New York Police Department and the 8 private EMTs and paramedics who made the ultimate sacrifice in order to ensure the safety and protection of the citizens they serve; and

Resolution #

Date:

Page 2

**Whereas**, we honor our men and women in the armed forces who have worked to ensure such a tragedy does not befall us again; and

**Now, Therefore, Be It Resolved** that Sonoma County hereby proclaims September 2013 as National Preparedness Month, and encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared society.

**Be It Further Resolved** that the County of Sonoma hereby commemorates the incredible sacrifices and heroic actions resulting from the tragedy on September 11, 2001, and the incredible resilience of the American people.

**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:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Mike McGuire, 565-3758

**Supervisorial District(s):**

Fourth District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Gold Resolution proclaiming the week of September 15-21, 2013 as Pollution Prevention Week and the week of September 21-29, 2013 as Creek Week in Sonoma County. (County-wide)

**Executive Summary:**

None

**Prior Board Actions:**

None

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming the Week of September 15-21, 2013 as Pollution Prevention Week and the Week  
of September 21-29, 2013 as Creek Week in Sonoma County.**

**Whereas**, throughout the United States the third week of September is recognized as National Pollution Prevention Week, and;

**Whereas**, throughout the much of California, including the Russian River watershed, cities, counties and other stewardship organizations are recognizing the fourth week of September as Creek Week, and;

**Whereas**, our pollution prevention practices are intrinsically linked to the health of our watershed lands and waterways, and;

**Whereas**, the County of Sonoma and the Sonoma County Water Agency support programs to reduce pollution, increasing the environmental quality of our watershed lands and waterways, and providing our communities with the tools to equip each citizen with the knowledge and ability to be an effective steward of the Russian River watershed lands and waterways, and;

**Whereas**, the nearly 1,500 square miles of lands, 150 creeks, and approximately 350,000 residents of the Russian River watershed are connected and mutually support each other, and,

**Whereas**, pollution in the form of trash and debris, chemicals from industry and everyday living, and sediment from construction and many land uses and activities all have the potential to degrade the quality of life and the quality of resources within the Russian River watershed, and;

**Whereas**, the County of Sonoma and the Sonoma County Water Agency strive to protect our lands and waterways through ongoing pollution prevention outreach which aims to raise awareness of the harmful effects of pollutants to our natural systems, and;

**Whereas**, during Pollution Prevention Week and Creek Week, Safe Medicine Disposal events and creek, river and ocean clean-up campaigns will take place throughout Sonoma County.

Resolution #

Date:

Page 2

**Now, Therefore, Be It Resolved,** that the Sonoma County Board of Supervisors does hereby proclaim September 15–21 is Pollution Prevention Week and September 21–29, 2013 is Creek Week requesting that all members of the community support efforts to protect and enrich our local creek resources by participating in many Pollution Prevention Week/Creek Week activities, and to take active steps to reduce pollution and care for our environment throughout the year.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Mike McGuire, 565-3758 and  
Supervisor Efren Carrillo

**Supervisorial District(s):**

Fourth District and Fifth District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt a Gold Resolution Proclaiming September 28, 2013 Russian River Clean-Up Day.

**Executive Summary:**

None

**Prior Board Actions:**

None

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 13-14**

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

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



# County of Sonoma

## State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Proclaiming September 28, 2013, as “Russian River Clean-Up Day.”**

**Whereas**, the Russian River is Sonoma County's premier natural resource, providing water for agriculture, wildlife, recreation, residential and industrial uses, and;

**Whereas**, the Russian River is internationally known for its beauty and recreational amenities and has attracted millions of visitors to Sonoma County, and;

**Whereas**, efforts are now underway to restore and enhance this once world class steelhead stream, and;

**Whereas**, tons of trash, junk and debris are annually dumped into the Russian River and along its banks, damaging both the aesthetic and biological qualities of the river, and;

**Whereas**, the Russian River Watershed Cleanup Committee, a project of the Sonoma County Conservation Council, has for 26 years sponsored a massive volunteer river cleanup effort each September, and asks that volunteers from all nine cities and the County of Sonoma sign up to help with the effort by registering at [www.russianrivercleanup.org](http://www.russianrivercleanup.org), and;

**Whereas**, the following agencies and hundreds of volunteers will all donate time and materials to participate in the event:

- Sonoma County Water Agency
- PG&E
- Rivers Edge Canoe Trips
- Burke's Canoes
- SOAR Inflatables
- Russian River Watershed Association
- Russian Riverkeeper
- North Bay Corporation
- Brelje and Race Consulting Engineers

**Now, Therefore, Be It Resolved,** that the Sonoma County Board of Supervisors does hereby proclaim September 28, 2013, as “Russian River Clean-Up Day.”

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Services Department

**Staff Name and Phone Number:**

Diane Kaljian – 707-565-5950  
Tracy Repp – 707-565-5982

**Supervisorial District(s):**

County-wide

**Title:** Fall Prevention Awareness Week

### **Recommended Actions:**

Resolution proclaiming September 22-28, 2013, as “Fall Prevention Awareness Week” in Sonoma County.

### **Executive Summary:**

“National Fall Prevention Awareness Day” is observed the first day of fall to promote and increase public awareness about how to prevent and reduce falls among older adults. In 2013, the first day of fall is September 22. By legislative resolution of 2008, California has established the first week of fall as “Fall Prevention Awareness Week.” By proclaiming September 22-28, 2013 as “Fall Prevention Awareness Week,” in Sonoma County, the Area Agency on Aging will continue the national and state-wide effort of increasing education and awareness about the importance of fall prevention among older adults.

The Sonoma County Area Agency on Aging has had an evidence-based fall prevention program since 2005 called “A Matter of Balance” which is ranked nationally at the highest standard of evidence based programs. “A Matter of Balance” is an eight-week series program, offered county-wide, that assists older adults in raising their confidence about their balance, so they do not fall, and to increase their activity levels.

Since “A Matter of Balance” began in Sonoma County, approximately 1,300 older adults have participated in classes taught in senior centers, affordable housing sites, mobile home parks, and churches. To date, 83 classes and presentations have been provided by volunteers/coaches. Of participants that completed the classes, most feel more comfortable increasing their activity levels and plan to continue exercising. The age range of the participants is 60-96.

Evidenced-based programs have shown that falls are preventable. With a combination of interventions, falls have decreased significantly in the older adult population. Interventions include incorporating a physical activity routine with balance, strength training, and flexibility components, conferring with a health expert about receiving a fall risk evaluation, and creating a safe and supportive home environment.

National statistics from the Centers for Disease Control and Prevention (CDC) show that an older adult is

treated in a hospital emergency room for a fall every 18 seconds, and every 35 minutes an older adult dies as a result of a fall-related injury. Among older adults, falls are the leading cause of injury-related deaths and are the most common cause of non-fatal injuries and hospital admissions for trauma. In California, 1.3 million older adults are injured due to a fall every year. There are approximately 1700 non-fatal hospitalizations and 30 deaths annually from unintentional fall injuries among Sonoma County residents based on the ***Sonoma County Injury Health Profiles***, May 2010.

Falls are responsible for:

- more than 3 out of 4 unintentional injury hospitalizations for adults 65 and older;
- more than 75% of all unintentional injury deaths to adults 85+ years;
- almost 80% of all emergency department visits of 85+ year olds.

With continued support from clinical staff and management at Kaiser Permanente, Sutter Medical Center, and Palm Drive Hospital, Sonoma County seniors are able to maintain their independence and remain safely in their homes. The Sonoma County Area Agency on Aging wishes to acknowledge the commitment of these partner agencies, along with the Sonoma County Area Agency on Aging Advisory Council and the many volunteers who make this program possible to help maintain the safety of Sonoma County seniors.

**Prior Board Actions:**

- 9.18.12 – Resolution # 12-0441 - Proclaiming the week of September 22, 2012 as “Fall Prevention Awareness Week”
- 9.20.11 – Resolution # 11-0494 - Proclaiming the week of September 18, 2011 as “Fall Prevention Awareness Week”
- 9.21.10 – Resolution # 10-0678 - Proclaiming the Week of September 19, 2010 as “Fall Prevention Awareness Week”

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

Promotion and increased public awareness to prevent and reduce falls reduces the threat to the health and independence of older adults.

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Proclaiming September 22-28, 2013 as "Fall Prevention Awareness Week" in Sonoma County**

**Whereas**, falls are the primary reason that Sonoma County seniors are seen in a hospital for an unintentional injury with approximately 1700 non-fatal hospitalizations and 30 deaths occurring annually; and

**Whereas**, falls are preventable when education, awareness, and interventions are put in place; and

**Whereas**, best practice fall prevention activities in California include evidence-based programs designed to reduce falls and the fear of falling; and

**Whereas**, the nationally ranked evidenced based "A Matter of Balance" program is sponsored by the Sonoma County Area Agency on Aging with partner agencies and trained volunteers to raise senior's confidence about their balance and increase their activity levels to reduce risk of falls; and

**Whereas**, the first day of fall, September 22, 2013, has been declared "National Fall Prevention Awareness Day"; and

**Whereas**, by legislative resolution of 2008, California has established the first week of fall as "Fall Prevention Awareness Week";

**Now, Therefore, Be It Resolved** that the week of September 22-28, 2013 is proclaimed as "Fall Prevention Awareness 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: 5**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 707/565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Gold Resolution Honoring and Acknowledging the Petaluma Leghorns for their Second Place Finish in the Championship Game of the 2013 American Legion World Series

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,  
STATE OF CALIFORNIA, HONORING AND ACKNOWLEDGING THE PETALUMA  
LEGHORNS FOR THEIR SECOND PLACE FINISH IN THE CHAMPIONSHIP GAME  
OF THE 2013 AMERICAN LEGION WORLD SERIES**

**WHEREAS,** The Petaluma Leghorns finished their sensational 2013 season as the second best American Legion baseball team in the country; and.

**WHEREAS,** This accomplishment is especially noteworthy as the Petaluma Leghorns are one of more than 5,400 teams throughout the nation comprised of nearly 100,000 youths who compete in the American Legion World Series; and

**WHEREAS,** All Petaluma Leghorns team members are 18 – 19 years of age and are recent graduates of Casa Grande, Petaluma, Rancho Cotate and Sonoma Valley High School.

**WHEREAS,** The Petaluma Leghorns finished with a 37-15 record and as the California and Western Regional champions; and

**WHEREAS,** 2013 was the most successful season for the Petaluma Leghorns which enjoys strong community support and whose outstanding accomplishment brings great pride to the people of Petaluma and Sonoma County.

**NOW, THEREFORE, BE IT RESOLVED,** that the Sonoma County Board of Supervisors honors and acknowledges The Petaluma Leghorns for their second place finish in the Championship Game of the 2013 American Legion World Series.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## Item #6

Gold Resolution honoring  
State Senator Pat Wiggins

Please note that his item  
will be provided separate  
from the packet.





## 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 and Board of Commissioners

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Community Development Commission

**Staff Name and Phone Number:**

John Haig 565-7508

**Supervisorial District(s):**

All

**Title:** Revisions to County Fund for Housing Funding Policies and Community Development Commission Loan Policies

### **Recommended Actions:**

Approve revisions to County Fund for Housing Funding Policies and Sonoma County Community Development Commission Loan Policies to clarify and streamline administration and provide additional flexibility in certain temporary hardship cases in order to develop and preserve affordable housing in the County.

### **Executive Summary:**

This agenda item requests approval of proposed revisions to the County Fund for Housing Funding Policies and the Community Development Commission (CDC) Loan Policies to clarify and streamline administration and provide additional flexibility in certain temporary hardship cases in order to develop and preserve affordable housing in the County.

#### COUNTY FUND FOR HOUSING POLICIES

The primary objective of the County Fund for Housing (CFH) Funding Policies is to provide an efficient mechanism for providing these public funds to developers to develop and preserve affordable housing throughout the unincorporated areas of the County. To date, 13 CFH loans totaling just over \$11 million have been provided to assist 12 developments containing 315 rental and 106 ownership units. Community Development Commission (CDC) staff, in consultation with the Community Development Committee (CD Committee), has developed proposed revisions to the CFH Policies to improve language and clarify existing procedures, change the referenced standard for giving priority to projects that include "green building" measures, change the timing for submission of the CFH Annual Report to your Board from January to the Fall of each year to run concurrently with annual funding approval process, and establish deadlines for expenditure of funds, as discussed further below.

From its inception in 2003 until 2011, CFH applications were accepted and loans were approved on a year-round basis. The inclusionary and workforce housing in-lieu fees that comprise the primary funding stream for the CFH decreased significantly during the recession as market-rate development was

curtailed, leaving insufficient capital to continue this practice. Therefore, since 2011, CFH funds have been allowed to accumulate for 12 months and are awarded through an annual competitive Notice of Funds Available (NOFA) process. During the competitive funding cycle in 2012, concerns arose regarding the readiness of assisted projects to proceed in a timely manner. To prevent committed CFH funds from sitting unused for prolonged periods of time, the revised Policies would establish expenditure deadlines that mirror those required when using federal Community Development Block Grant (CDBG) and HOME Program funds through a CDC loan. Developers would have up to 18 months to complete assisted site acquisitions and up to 30 months to complete assisted construction work. The Policies would also authorize the CD Committee to approve one or more 12 month extensions of the deadlines if it determines that unforeseen circumstances have caused the need for more time.

#### CDC LOAN POLICIES

The CDC Loan Policies apply to all loans made by the CDC using any of its available funding sources to assist affordable housing development, acquisition and preservation, multi-family housing rehabilitation, and community facilities. CDC staff and the CD Committee recommend revisions to the Loan Policies to improve language and clarify existing procedures, remove references to Redevelopment funding; and make the four substantive policy changes discussed below.

1. CDC loans are typically made with an annual interest rate of 3%. The current Policies allow for the interest rate to be less than 3% if requested by a developer utilizing Low-Income Housing Tax Credits for their project if at least one senior lender's interest rate is at least as low as the requested rate. The recommended revision would eliminate this provision, which has been used only once in the CDC's lending history. Your Board would still have the option of making an exception to the 3% interest rate for Tax Credit or other projects on a case-by-case basis if requested by a developer in the future.
2. The current fee that is charged to process requested loan subordinations, assignments, and other modifications is currently set at the actual cost to perform the work up to a maximum amount that is 0.5% of the original or outstanding loan amount, whichever is less. The proposed revision would set the fee at the greater of \$500 or 0.5% of the outstanding loan amount, not to exceed \$2,500. Under this formula, loans of less than \$100,000 or more than \$500,000 would be charged a flat fee. All other loans will be charged the calculated rate of .5%. This proposed change would simplify and streamline administration of the fee formula and place both a floor and a cap on the fee charged to ensure that the CDC continues to receive sufficient funds for staff to complete the work while not over-charging developers with larger loans.
3. CDC loans to low-income homebuyers prohibit them from moving and renting the home to another household. This policy poses a hardship for assisted homebuyers who find that they need to leave their home for a temporary, but prolonged, period of time for reasons beyond their control, or who need to leave their home permanently but cannot sell the home in the current real estate market because they owe more than their home is currently worth. The recommended revisions would permit an assisted ownership home to be rented for a term of up to 12 months, with the possibility of additional 12 month extensions, under the following limited circumstances:
  - a. The owner cannot reside in the unit for a specified period of time, after which they plan to return to the unit, because they are either receiving medical care in a residential

facility, working at a temporary job assignment outside of Sonoma County, or attending an educational institution that is located outside of Sonoma County; or

- b. The owner plans to sell and move from the unit permanently but, due to market or other conditions beyond the owner’s control, they cannot sell the unit for an amount sufficient to repay all senior liens.

This change would allow the CDC to help low-income homeowners who face a temporary absence to improve themselves and their earning potential, and homeowners who would otherwise lose their home to foreclosure and face ruined credit.

- 4. The CDC is required to pursue foreclosure or other collection actions in instances when the borrower is in default of loan terms. The proposed revisions, which mirror language contained in the CDC’s policies for the Housing and Commercial Rehabilitation Loan Programs, clarify the CDC staff’s authority to disburse funds for costs necessary to enforce the CDC lien and complete the foreclosure sale process. The CDC is entitled to recoup such costs, in addition to outstanding loan amounts due, from foreclosure sale proceeds.

**Prior Board Actions:**

12/15/09 – Concurrent Board and Commission action to approve the Sonoma County Community Development Commission Loan Policies.

8/10/10 – Concurrent Board and Commission action to approve revised County Fund for Housing Funding Policies.

9/27/11 - Concurrent Board and Commission action to approve revised County Fund for Housing Funding Policies and revised CDC Loan Policies.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 13-14**

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

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
None.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
<ul style="list-style-type: none"> <li>1) Draft Revised County Fund for Housing Funding Policies</li> <li>2) Draft Revised Sonoma County Community Development Commission Loan Policies</li> </ul>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

## COUNTY FUND FOR HOUSING

### FUNDING POLICIES

~~September 27, 2011~~

#### I. INTRODUCTION

##### A. Purpose and Overview

1. The County of Sonoma (County) established the County Fund for Housing (CFH) in 2003 to provide financial assistance for the development of affordable housing located within the unincorporated areas of the County.
2. CFH loans may finance predevelopment, site acquisition, acquisition of existing housing, and construction costs of affordable rental and ownership housing.
3. For purposes of the CFH, rental housing includes emergency shelter, transitional housing, group homes, and other types of congregate facilities that serve special needs populations identified in Section V.B.I. Unless otherwise stated in these Policies, for these types of facilities, a bed is considered as a rental unit.
4. Applications for CFH loans will be accepted annually through the Notice of Funding Availability (NOFA) that will be issued by the Commission on or about July 1<sup>st</sup> every year.
5. Projects funded with CFH loans must comply with these Funding Policies, the Sonoma County Community Development Commission Loan Policies, and when used in conjunction with projects approved under Article 89 of the Sonoma County Code, the Sonoma County Affordable Housing Program Homeownership Policies.

##### B. Authority

1. ~~On September 27, 2011 the Board of Supervisors approved t~~These Funding Policies **have been approved by the Board of Supervisors**. Any requests for exceptions to the Policies would require the approval of the Board of Supervisors.
2. The Executive Director of the Sonoma County Community Development Commission is hereby authorized to accept and process loan applications per the provisions of these Policies and applicable funding source rules, to interpret these Policies, and to administer loans pursuant to the criteria established in these Policies, and in the Sonoma County Community Development Commission Loan Policies (CDC Loan Policies) and the Sonoma County Affordable Housing Program Homeownership Policies.

## C. Source of Funding

The County Fund for Housing is funded from multiple funding sources, each of which generates additional requirements and standards. Each CFH loan must comply with the requirements of the underlying funding source in addition to these Funding Policies.

## II. ELIGIBLE EXPENSES & TIMELINESS REQUIREMENTS

### A. Predevelopment

1. Eligible predevelopment expenses may include, but are not limited to, costs of state- and federally-mandated tenant and business relocation, architecture and engineering fees, soils testing and other environmental review costs, and project management expenses.
2. The CFH funds are not available to pay for the applicant's overhead and general costs of operation or site search costs.
3. Eligible costs initially paid with the applicant's own or borrowed funds may be reimbursed with CFH loan proceeds without regard to the date on which they were incurred.
4. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement.

### B. Site Acquisition

1. The applicant may request funds to apply toward site acquisition costs such as purchase agreement deposits, option payments, other site control costs, the purchase price of the site, repayment of the loan(s) that originally financed the purchase of the site (i.e., take-out financing), and other purchase costs such as buyer's share of closing costs (including holding costs such as liability insurance and prorated property taxes, provided the project is not then currently operational), as long as the purchase price does not exceed the appraised value of the land.
2. Eligible costs may be reimbursed without regard to the date on which they were incurred.
3. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement.

### C. Construction

1. Eligible construction costs include demolition, on- and off-site improvements, construction of new residential units, non-commercial common structures that are

an integral part of a residential development, and rehabilitation of existing multifamily units.

2. Certain construction soft costs are also eligible, including project management, development impact fees, and building permit fees.
3. CFH loan proceeds may not be used to pay late or penalty fees or the applicant's overhead and general costs of operation.
4. Eligible costs may be reimbursed without regard to the date on which they were incurred.
5. The applicant must possess site control or own the site at the time of application. An executed long-term lease, signed option or purchase agreement or equivalent, legally enforceable instrument may satisfy this requirement.

#### D. Timeliness

All CFH-assisted projects shall proceed in a timely manner.

1. Funds for site acquisition must be spent within 6 months of the date on which the CFH Loan Agreement is offered for execution. The Agreement must be offered for execution within 16 months of the start of the fiscal year associated with the award. If the site acquisition is not complete within 6 months of that date, the funds will be reprogrammed.
2. Disbursement of funds for all other project costs, including hard and soft costs of new development, renovation, rehabilitation, and reconstruction projects, must be initiated within 12 months of the date on which the CFH Loan Agreement is offered for execution. The Agreement must be offered for execution within 16 months of the start of the fiscal year associated with the award. All funds must be disbursed within 18 months after the date on which the Funding Agreement is offered for execution. Funding that is unexpended after this deadline will be reprogrammed.
- 4.3. The Community Development Committee may approve extensions of the timeliness requirements upon consideration of a request by the borrower. Such a request must be submitted to Commission staff at least three months prior to an expiration date of awarded funds. If the Committee determines that there were unforeseen circumstances that caused the need for more time, it can approve extensions of up to 12 months.

### III. LOAN TERMS AND CONDITIONS

#### A. Loan Amount

The CFH will provide low-interest loans to eligible projects. The minimum loan amount will be \$100,000. The maximum loan amount may not exceed the lesser of 100% of the then current available CFH fund balance or the amount needed for project financial viability.

B. Interest Rate

The fixed interest rate for all CFH loans shall be subject to the CDC Loan Policies.

C. Proceeds from CFH Loans

Proceeds from the repayment of CFH loans shall be deposited in the CFH and may be made available to provide financing for new CFH loans for any purpose eligible under these Policies.

D. Loan Security

All CFH loans shall be “non-recourse” loans secured by real estate pursuant to the provisions of the CDC Loan Policies.

E. Affordable Housing Agreement – Rental and Ownership Developments

Concurrently with recording of the CFH loan deed of trust, the Commission will record an Affordable Housing Agreement (AHA) with the developer. The AHA will memorialize the affordability restrictions and other requirements that attach to the CFH loan and shall run with the land.

For ownership developments, the Commission will record the CFH AHA against only the CFH-assisted units. In the same escrow in which an eligible buyer purchases a CFH-assisted affordable unit, the Commission will record either an affordability covenant or an option agreement with the buyer granting the Commission the first option to purchase the unit at resale for thirty (30) years, and release the unit from the CFH AHA.

- F. Where the Commission’s Executive Director determines, after consultation with County Counsel, that one or more federal, state and/or local financing programs available to a project will achieve results that are equivalent to, or more effective than, the affordability or other public purpose of the CFH, and that such financing programs are otherwise compatible with the CFH and applicable County and Commission policies and objectives, the Commission’s Executive Director is authorized to modify CFH loan terms and policies to the degree necessary for the project to utilize those financing sources.

IV. SPECIAL TERMS AND CONDITIONS

“CFH-assisted unit” means a residential unit that is subject to rent or purchase price and occupancy restrictions as a result of the financial assistance provided by the CFH, as specified in the Affordable Housing Agreement. At a minimum, the percentage of units within a project that are considered to be assisted must be proportionate to the ratio of CFH funds to the Total Development Cost for the project.



## A. Rental Housing

1. **Short-Term Loans:** A short-term CFH loan that finances predevelopment or site acquisition costs for rental housing becomes due at the earlier of the closing date of the permanent financing for the development or four years from the date of the CFH loan closing. A short-term CFH loan that finances construction costs for rental housing becomes due at the earlier of the closing date of the permanent financing for the development or eighteen months from the date of the CFH loan closing. If an extension is requested, the Commission **Executive Director** may **at his or her discretion** extend the due date by up to six months upon receipt of a written and reasonable explanation from the applicant and the applicant's payment of an extension fee as defined below.
2. **Long-Term Loans:** A long-term CFH loan that finances any eligible activity to assist rental housing normally becomes due thirty years from the date of the CFH loan closing, but may be extended to conform to the terms of other lenders.
3. **Fees:** The Commission may collect loan origination and modification fees as established by the CDC Loan Policies.
4. **Affordability Requirements:** All assisted units in rental developments must remain affordable for a minimum of fifty-five (55) years.
  - a. **Income Limits:** All CFH-assisted rental units must initially be restricted and affordable to households at or below 60% of **area** median area income (**MAMI**) for Sonoma County as published annually by the United States Department of Housing and Urban Development (HUD). After initial qualification, a household occupying a 60% unit may have their income increase to 80% **MAMI**. At least 30% of all CFH-assisted units must be restricted and affordable to households at or below 30% of **MAMI**.
  - b. **Affordability and Physical Distribution of the Rental Units:** The Commission must approve the affordability mix of the development. The CFH-assisted units should be distributed by unit size, amenity mix, and income affordability throughout the entire development.
  - c. **CFH-assisted units in the development will be floating units:** Upon recertification of household income, if a household no longer qualifies to occupy a 30% unit, that unit will become 60% unit and the next available CFH-assisted unit shall become a 30% unit. Upon recertification, if a household no longer qualifies with an income of no more than 80% **MAMI**, the developer may charge that household market rate for that unit, and the next available non-CFH-assisted unit shall designated as a 60% CFH-assisted unit.

- d. Rent Limit Calculation: The Commission will adhere to the following procedures to calculate the maximum tenant-paid rent for CFH-assisted units:
  - i. Assume a household size for the unit equal to the number of bedrooms plus one (e.g., a two-person household size for a one-bedroom unit)
  - ii. Obtain from the income limits for Sonoma County that the U.S. Department of Housing and Urban Development (HUD) publishes annually the applicable income limit for the household size.
  - iii. Multiply the applicable income limit by 30%. (Note: for purposes of calculating rent limits for units reserved for tenants with incomes at or below 80% MAMI, Commission will use the 60% income limit.)
  - iv. Divide the product by 12 to obtain the gross monthly rent limit.
  - v. Deduct the appropriate utility allowance as published annually by the Sonoma County Housing Authority from the gross rent limit to determine the maximum tenant-paid rent.

## B. Ownership Housing

1. Short-Term Loans: A short-term CFH loan that finances development of ownership housing will become due at the earlier of four years from the date of the CFH loan closing or the sale of each CFH-assisted unit to an eligible buyer. When the developer repays the CFH loan as the developer sells the units, the developer shall repay to the CFH an amount equal to the pro-rata share of the principal amount of the CFH loan attributable to the unit being sold, plus a proportionate share of the accrued interest on the CFH loan.
2. Long-Term Loans: A long-term CFH loan that finances development of affordable ownership housing will convert to deferred payment subordinate loans from the Commission to eligible buyers of the affordable units that are subject to these Funding Policies. When making deferred payment subordinate loans to both the initial buyers and the subsequent buyers of the affordable units at resale, the Commission shall comply with the requirements of the CDC Loan Policies and, when used in conjunction with a homeownership development approved under Article 89 of the Sonoma County Code, the Sonoma County Affordable Housing Program Homeownership Policies. The CFH deferred-payment subordinate loan to an eligible buyer shall become due and payable in accordance with the provisions of the Homeownership Policies and the promissory note in evidence of the CFH loan.
3. Fees:
  - a. Upon the close of escrow for the initial sale of each affordable ownership unit subject to the requirements of the CFH Funding Policies, the Commission shall receive from the developer through the escrow an administrative fee, as follows:

- i. \$100 for each unit for which the Commission does not make CFH-financed deferred-payment subordinate loan to the homebuyer;
    - ii. \$200 for each unit for which the Commission makes a CFH-financed deferred-payment subordinate loan to the homebuyer.
  - b. Upon any subsequent resale of the unit, the Commission will receive from the seller an administrative fee equal to a percentage of the affordable sales price; as determined from time to time by the Sonoma County Board of Supervisors; as of August 10, 2010, the percentage is three percent (3.00%).
4. Affordability Requirements:

- a. Occupancy and Income Limits: CFH-assisted ownership units must be reserved for and sold to first-time homebuyer households at or below 120% of the ~~median~~-area ~~median~~ income (MAMI) for Sonoma County as published annually by the State Department of Housing and Community Development (HCD). Further, at least 20% of all CFH-assisted ownership units must be restricted and affordable to households at or below 80% of MAMI, adjusted for household size.

For example, to meet the minimum affordability requirements of the CFH program, an ownership development containing 10 CFH-assisted units would have the following affordability profile:

- 20% or 2 of the assisted units restricted and affordable to households at or below 80% MAMI, adjusted for household size.
  - The balance of the assisted units restricted and affordable to households at or below 120% MAMI, adjusted for household size.
- b. Affordable Sales Price Calculation: The Commission shall calculate the affordable sales prices of CFH-assisted homeownership units using the following assumptions and calculations:
    - i. Use the interest rate for a fixed-rate, 30-year fully amortized mortgage available to the buyer.
    - ii. Assume a 10% down payment.
    - iii. Assign a presumed household size to each unit size. The assumption is that the number of persons in the household equals the number of bedrooms plus one. For example, one person will occupy a studio, two persons will occupy a one-bedroom unit, three persons will occupy a two-bedroom unit, etc.
    - iv. Calculate the maximum eligible annual income (low- or moderate-income limit) for the presumed household size and divide the figure by 12 to obtain the maximum monthly income. Low-income households shall have incomes not exceeding eighty percent (80%) of median

income, as published annually by the United States Department of Housing and Urban Development (HUD), adjusted for presumed household size; moderate-income households shall have incomes not exceeding one hundred twenty percent (120%) of median income, as published annually by the California Department of Housing and Community Development (HCD), adjusted for presumed household size.

- v. Multiply the maximum monthly income by thirty percent to establish the maximum monthly housing expense.
- vi. Subtract the estimated costs of homeowner's insurance, property taxes, homeowner association dues and private mortgage insurance, if any, to arrive at an amount that would be available for monthly mortgage payments.

## V. PROJECT EVALUATION

### A. Guiding Principles

All projects will be evaluated on how well they satisfy the Guiding Principles that the Board adopted on August 13, 2002:

1. Highest priority should be accorded to activities that have the greatest potential to achieve the Quantified Objectives identified in the Housing Element.
2. Special emphasis should be given to increasing the supply of rental housing for low- (80% of ~~MAMI~~ or lower) and very low-income (50% of ~~MAMI~~ or lower) households and maintaining the long-term affordability of these units.
3. Programs and projects that meet special housing needs should be given a high priority.
4. The County should seek to leverage its limited financial resources with other available funding consistent with these policy guidelines and in ways that will help implement the County's policies and programs.

### B. ~~Funding~~ Priorities

The CFH Program includes the following priorities:

1. Affordable rental projects at risk of becoming market rate housing, serving families, or serving the special needs populations identified in the Housing Element: elderly, disabled, large families, single-parent households, farmworkers, and homeless persons shall be given top priority in receiving funds.
2. Projects building at the maximum density permitted under the Sonoma County General Plan, Zoning Ordinance, and other relevant regulations shall also be given a priority.
3. The County ~~encourages~~ requires the use of ~~Green Building~~ CalGreen building features and encourages on-site renewable energy systems. Priority will also be

given to projects ~~with the highest ratings from the “Green Points” rating system established by the Sonoma County Waste Management Agency, or equivalent~~ that exceed the CalGreen base standards established by PRMD and that will provide on-site renewable energy systems.

4. Readiness to proceed: projects that appear ready to proceed to the construction and then occupancy stage in a timely fashion will also be provided a priority in the approval consideration process. This can be gauged by the status of land use entitlements as well as the degree to which other funding commitments have been secured.

For each CFH loan, the applicant shall submit a schedule and other information that the Commission may reasonably request supporting the applicant’s ability to demonstrate readiness to proceed.

## VI. LOAN APPROVAL PROCESS

### A. Notice Of Funding Availability

The Commission will issue a Notice Of Funding Availability (NOFA) annually, on or about July 1<sup>st</sup> of each year. Applicants must submit funding proposals to the Commission by 5:00 p.m. on the date listed on the NOFA. Project applications must be complete by the deadline date to be considered eligible for funding. Applications which do not include a required Certification of Consistency and all other required information, or complete answers to all applicable questions, will be deemed ineligible for funding.

Proposals may not be materially revised and/or submitted after the deadline date. In addition, once a proposal is awarded funding by the Commission it cannot be materially revised prior to execution of loan agreement and closing of escrow.

### B. Selection Process

#### 1. Community Development Committee

The Sonoma County Community Development Committee (CD Committee), appointed by the Board of Supervisors, will assume responsibility for reviewing all proposals after staff has assessed compliance with threshold eligibility criteria, **Guiding Principles, and Funding Priorities in Section V**, and summarized their analysis **and recommendation for** each proposal in a staff report intended to assist the Committee in their review and recommendation process.

The CD Committee will conduct an annual public hearing in October of each year to take testimony regarding proposals submitted for CFH funding. The CD Committee will formulate a funding recommendation to the Board of Supervisors

for each program year. The CD Committee's recommendation will include a list of projects recommended for funding, the level of funding recommended and conditions to be satisfied prior to funding, if any. The CD Committee will not recommend funding for any project unless a representative from the applicant is present at the hearing to answer questions about the proposed project.

## 2. Board of Supervisors Final Approval

The CD Committee recommendations, along with all written comments received during the public hearing and ~~supplementary~~ Commission staff comments and recommendations, will be submitted to the Board of Supervisors for approval. The Board is the final decision-maker for determining CFH awards.

## C. Loan Closing and Disbursement of Funds

The Commission and borrower will close escrow on the CFH Affordable Housing Agreement and the CFH loan in the same escrow and in that order.

Upon receipt of satisfactory documentation from the applicant, the Commission will disburse CFH loan proceeds either to escrow to pay site acquisition costs, to the applicant to reimburse the applicant for site acquisition, predevelopment, and/or construction costs, or upon written instructions from borrower, to pay borrower's vendors directly upon submission of invoices for completed work in excess of \$5,000 for predevelopment and/or construction costs. For construction costs, the Commission will disburse CFH loan proceeds for construction progress payments that the borrower's appointed representative has approved as an accurate statement of work completed.

## VII. COMPLIANCE MONITORING

### A. Rental Housing

If a CFH-assisted development is subject to monitoring by another agency, such as the California Tax Credit Allocation Committee, the California Housing Finance Agency, the U.S. Department of Housing and Urban Development, and other federal, state or local public agencies, and the other agency's affordability requirements are the same or more restrictive than the CFH affordability requirements, the borrower may be able to reduce or avoid paying CFH monitoring fees. Annually, during the term of the affordability period, the borrower will submit evidence of the other agency's affordability requirements and the development's compliance with those requirements. The submitted documentation must be sufficiently detailed for the Commission to confirm whether the CFH-assisted development or units are in compliance with the CFH affordability requirements.

For all CFH units not subject to the same or more restrictive requirements, or if evidence of another agency's monitoring is not submitted by the date due to the Commission or is not sufficient for the Commission to monitor compliance with CFH Program affordability requirements, the Commission shall charge the borrower an annual monitoring fee of \$25 per monitored unit, or \$100 per monitored emergency shelter, transitional housing, group home or other congregate special needs facility. The developer shall submit annual compliance reports and tenant rosters on forms that the Commission shall provide. The annual compliance report that the borrower submits to the Commission will include a tenant roster listing household size, income and rent for each tenant in a CFH-assisted unit. The Commission shall review reports for compliance with the CFH Program requirements, shall require the developer to correct violations of those requirements, and may request additional documentation from the borrower, as the situation dictates.

The Commission may conduct periodic site visits to CFH-assisted developments. During the visits, Commission representatives may interview the resident manager, review a sample of the on-site tenant files, inspect a sample of the units of varying size and affordability, and tour the common areas and grounds of the development. The Commission will prepare a written report of each site visit.

#### B. Ownership Housing

Prior to the initial sale of a CFH-assisted ownership unit, the Commission will approve the income-eligibility and first-time homebuyer status of the purchaser and the affordable sales price and fair market value of the unit.

When the ownership unit is sold under an affordability covenant, or the Commission exercises its option to purchase a CFH-assisted ownership unit at resale, the Commission will approve the income-eligibility and first-time homebuyer status of the new buyer.

The Commission may contract with a third-party contractor to perform these functions.

#### C. Staff Reporting

Commission staff will submit to the Board of Supervisors an annual progress report on the CFH. The report will include a narrative report of the activities that the CFH undertook during the previous ~~calendar~~ fiscal year, the funds the CFH disbursed during that year, funds available in the CFH at the close of the year, and the developments and units assisted during the year. The Commission will submit the report for each ~~calendar~~ fiscal year to the Board ~~by January 31 of the following year~~ concurrently with the submission of recommendations for annual CFH funding approval.



# SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

## LOAN POLICIES

Affordable Housing Development  
Affordable Housing Acquisition & Preservation  
Multifamily Housing Rehabilitation  
Community Facilities

September 2013



## Table of Contents

	<u>Page</u>
I. INTRODUCTION	
A. Purpose and Objectives	1
B. Authority	1
C. Conflict of Interest	2
II. DEFINITIONS	2
III. LOAN TERMS AND CONDITIONS:	
A. Maximum Loan Amounts	43
B. Term	4
C. Interest Rate	4
D. Share of Appreciation	4
E. Loan Security	54
F. Loan Fees	65
G. Use of Funds	65
H. Loan Approval	65
I. Discretion of Commission Staff	76
J. Insurance/Property Taxes	76
K. <u>Environmental Assessment and Clearance</u>	<u>7</u>
<u>QL. <u>Prevailing Wages and Related</u></u>	<u>7</u>
M. Relocation Requirements	76
LN. Affordability and Use Restrictions	76
MO. Financial Feasibility	876
NP. Leverage Objective	876
OQ. Contingency Requirements	876
PR. <u>Close of Escrow and Funding Conditions</u>	<u>86</u>
<u>Q. <u>Prevailing Wages and Related</u></u>	<u>7</u>
<u>R. <u>Environmental Assessment and Clearance</u></u>	<u>7</u>
IV. LOAN ADMINISTRATION	
A. Subordination	1097
B. Loan Modification, Assignment and Assumption	108
C. Due at Maturity	108
D. Prepayments	1108
E. Conversion	1108
F. Reporting Requirements	1108
G. Loan Consolidation	118
H. <u>Rental of Homeownership Units</u>	<u>11</u>
V. COLLECTIONS	
A. Amortized Loan Collections	1248
B. Deferred-Payment Loan Collections	1248
C. Loan Defaults	1249

VI.	MATURE LOANS	
A.	Loan Compliance and Property Status	<del>1329</del>
B.	Condition of Property	<del>1302</del>
C.	Project Income and Financial Structure	<del>1302</del>
D.	Loan Security	<del>1402</del>
E.	Loan Terms	<del>1402</del>
F.	Loan Modification Fee	<del>1514</del>
VII.	ALTERNATIVE LOAN TERMS	<del>1514</del>

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## I. INTRODUCTION

### A. Purpose & Objectives:

1. The purpose of these Loan Policies is to create a standardized reference for origination, modification, and administration of real estate loans made by the Sonoma County Community Development Commission (Commission), either on its own behalf or on behalf of the County of Sonoma (collectively referred to herein as Commission loans), using federal, state, and/or local funds. These Policies govern the following real estate lending programs:
  - a. Affordable housing development ~~(rental and for-sale)~~
  - b. Affordable housing acquisition and preservation ~~(rental and for-sale)~~.
  - c. Housing rehabilitation of five units or more **that are located in one or more buildings sited on one or more contiguous parcels under common ownership** (projects of four units or less are governed by the policy document entitled HOUSING REHABILITATION LOAN PROGRAM DESIGN: OWNER-OCCUPANT AND RENTAL HOUSING).
  - d. Community facilities sponsored or owned by community-based, 501 (c) (3) non-profit agencies (e.g. senior or teen centers or homeless services facilities), ~~except those funded by Redevelopment tax increment revenues administered by the Commission.~~
2. The primary objective of these Loan Policies is to provide an efficient mechanism for providing public funds to the community for the purpose of developing and preserving affordable housing and financing community facilities.

### B. Authority:

1. These Policies have been adopted concurrently by the Sonoma County Board of Supervisors and the Commissioners of the Sonoma County Community Development Commission, and apply exclusively to funds managed by the Community Development Commission. No revisions may be made hereto without the express action of the Board of Supervisors and Commissioners.
2. The Executive Director of the Commission is hereby authorized to accept and process loan applications per the provisions of these policies and applicable funding source rules, guidelines, and regulations, to interpret

these policies, and to make policy exceptions pursuant to the criteria established in Section VII of these policies.

3. Where a funding source policy, regulation, rule or guideline conflicts with the policies described herein, the funding source policy, regulation, rule or guideline will prevail.

C. Conflict of Interest:

No member of the governing body of the County of Sonoma or the Commission and no other official or employee or agent of the County government, Commission, or any other local government agency who exercises any decision-making functions or responsibilities in connection with the planning and implementation of the real estate lending activities governed by these Loan Policies shall directly or indirectly be eligible to participate in or benefit from said lending programs governed.

II. DEFINITIONS

**Affordable Housing Agreement** - A contract with the Commission executed by the developer of a residential project that limits the sales price and/or monthly rent of specified dwelling units within the project, limits the income level of the household occupying the specified units, establishes a time period during which the specified units shall continue to be sold and/or rented at affordable prices, and which may contain administrative, enforcement, or other provisions to ensure that the specified units are sold and/or rented to targeted households at affordable sales prices and/or monthly rent over the entire term of the agreement.

**Amortized Payment Loan** – A loan to be repaid, with interest and principal, by a series of regular payments that are equal or nearly equal, without any special balloon payment prior to maturity.

**Covenant** – An agreement or promise to do or not to do a particular act or to use or not use property in a certain way (See Affordable Housing Agreement).

**Deferred Payment ~~Subordinate~~ Loan** - A loan that is due and payable, with principal and either accrued interest or a share of appreciation, upon sale or transfer of the property or upon maturity on the loan. No regular payments are required with the final payment being due upon maturity as a balloon payment.

**Density Bonus** - A density increase allowed pursuant to the Sonoma County Zoning Regulations (Density bonus programs) over the otherwise maximum allowable residential density permitted in the applicable zoning district.

**Fair Market Value (FMV)** - For purposes of the initial sale of affordable ownership units, the fair market value as defined in ~~of~~ the Sonoma County Zoning Regulations. For purposes of resale of affordable ownership units, the fair market value as determined according to the procedure set forth in the Option Agreement.

**Incentives** - A modification of zoning code requirements (e.g., minimum open space, minimum lot size, setbacks, parking standards) or an allowance of other regulatory incentives or measures granted in exchange for the provision of affordable ownership housing or affordable rental housing pursuant to the Sonoma County Zoning Regulations.

**Lien** – A form of encumbrance that usually obligates specific property as security for the repayment of a debt.

**Option Agreement** – An agreement granting the Commission a first right either to purchase an affordable ownership unit or a unit of special needs ownership housing for the unit's fair market value (FMV), or to assign the Commission's first right to an eligible buyer to purchase the affordable ownership unit or the unit of special needs ownership housing for its FMV.

**Reconveyance** –An instrument used to transfer title to real property from a trustee to the equitable owner, when title is held as collateral security for a debt.

**Share of Appreciation** - A specified share of the appreciation in value of a particular affordable ownership unit equal to the ratio of the principal amount of the deferred payment ~~subordinate~~ loan to the FMV of the affordable ownership unit that the loan financed, at the time the loan was made, multiplied by the difference between the FMV at the time of resale and the FMV of the affordable ownership unit at the time the loan was made. To the extent permitted by applicable law, regulations, and ~~the any~~ senior mortgage lender(s), the promissory note evidencing the deferred payment ~~subordinate~~ loan, a recorded covenant between the buyer and Commission, or another instrument shall require the seller of an affordable ownership unit, at resale, to pay the Commission the Commission's share of appreciation due under the promissory note, notwithstanding any prior prepayment by the seller of any principal or interest due on the loan.

**Special Needs Housing Agreement** - A contract with the Commission executed by the developer of a residential project that limits occupancy of specified dwelling units within the project, and which may contain administrative, enforcement, or other provisions to ensure that the specified units are sold and/or rented to targeted households over the entire term of the agreement.

### III. LOAN TERMS AND CONDITIONS

The Commission will use a variety of funding sources to offer deferred-payment loans with either a share of appreciation or below-market interest rates as prescribed by the approved guidelines for each specific funding source.

- A. Maximum Loan Amount: Maximum loan amounts shall be determined per the approved guidelines for each specific funding source. In any event, the maximum loan shall not exceed the minimum amount of funding necessary to achieve project feasibility.
- B. Term: The loan term shall be consistent with local, state and federal law and regulation and may correspond to the requirements of other lending sources. If a covenant is required (e.g., a housing affordability covenant) the term of said covenant may be longer than the term of the loan but the term of any covenant shall not be shorter than the term of the loan. All Commission loans can be paid in part or in full prior to the date of loan maturity without penalty; **however, any such prepayment shall not reduce the term of any covenant on the property.**
- C. Interest Rate: **Unless otherwise required by the regulations or policies of the funding source, the fixed interest rate for all Commission deferred-payment, interest-bearing loans subject to these policies is 3%, simple-interest. Interest shall accrue from the date on which funds are disbursed.**
  - ~~1. At the discretion of the Commission, affordable rental housing deferred payment loan rates may be lower, including a rate of zero, for projects utilizing federal Low Income Housing Tax Credits (LIHTC's) provided that all of the following conditions are met:~~
    - ~~a. It is demonstrated by the project proponent that a lower interest rate is required for federal income tax purposes to reasonably attract investor equity;~~
    - ~~b. At least one senior lender's loan interest rate is as low or lower than the proposed Commission rate; and~~
    - ~~c. The project is not financially feasible without the LIHTC investor equity.~~
- D. Share of Appreciation: If required by a particular affordable housing ~~for-sale~~ **homeownership** program, a Share of Appreciation shall be used in the place of an interest rate. Please see the Sonoma County Affordable Housing Program Homeownership Policies Share of Appreciation Approach.

- E. Loan Security: All loans shall be secured by a Deed of Trust.
1. Seniority: Commission loans shall be senior to all loans of lesser principal amounts, and to loans that recapture the value of a County Density Bonus or other regulatory incentives.
  2. Appraisals: All appraisals must be prepared by a Certified General Appraiser or by a Certified Residential Appraiser if the project is exclusively residential. An appraisal is generally considered current if it not more than six months old.
- ~~2.3.~~ **Developer Finance:**
- a. Except when allowed under the guidelines of a specific funding source, loans for site acquisition, and **any** predevelopment, **demolition, or relocation costs that will be incurred prior to commitment of all financing necessary to complete the development,** require a current site appraisal that demonstrates that the “as is” value of the property will fully secure the loan.
  - b. Loans for construction **and all other** costs require a current post-completion appraisal that demonstrates that the value of the completed project will fully secure the loan.
  - ~~b-c.~~ **Existing Commission loans that are being subordinated pursuant to Section IV.A must be secured by the “as is” value of the property at the time of subordination.**
- ~~3.4.~~ **Homebuyer Finance:**
- a. The value of the unit must secure fully the principal amount of a long-term loan to a buyer of an assisted ownership unit. When the buyer borrows funds to pay any portion of the buyer’s reasonable and customary closing costs, the loan can be unsecured by the amount of the funds borrowed to pay those closing costs.
  - b. Option Agreements: In the same escrow in which an eligible homebuyer purchases a unit assisted with a Commission loan, the Commission will record an option agreement granting the Commission the first right to purchase the unit at resale for thirty (30) years. –The option period may exceed 30 years if specified by the requirements of other federal, state, or local programs that assist the ownership project.

- F. Loan Fees: The Commission may collect loan origination and modification fees as established by these Policies and as subsequently amended by the Sonoma County Board of Supervisors from time to time.
1. **Developer Loans**: Except as prohibited by the primary funding source, as amended by the Board, and/or as provided in Section VI. F. of these Policies, the current fees are:
    - a. The loan origination fee is 1% of the Commission's principal loan amount. ~~and the~~
    - b. The fee for modifications, subordinations, assignments and assumptions - ~~shall be an amount sufficient to off-set the actual costs to prepare such modifications, subordinations, assignments and assumptions, up to~~ the greater of (i) \$500 or (ii) 0.5% of the ~~lesser of the~~ then outstanding balance of the ~~Commission's principal loan or the Commission's original principal loan amount~~ plus accrued interest calculated as of the date on which the application for change is submitted to Commission, to a maximum of \$2,500.
  2. **Homeownership Loans**:
    - a. **Initial Sale Administrative Fee**. Upon close of escrow of the sale of an affordable homeownership unit to the initial buyer, the Commission shall receive an administrative fee equal to 1.0% of the Commission's principal loan amount(s).
    - b. **Resale Administrative Fee**. When the Commission, its agent or assignee exercises the Commission's option to purchase an affordable homeownership unit and completes the purchase, the seller shall pay the Commission an administrative fee equal to 3% of the Fair Market Value of the property.
- G. Use of Funds: Funds shall only be used in accordance with the approved regulations, policies, and guidelines for each specific funding source.
- H. Loan Approval: Commission staff shall exercise sound underwriting practices in all loan evaluations.
1. In all instances, the Commission's underwriting standards will be employed in a consistent, equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices but may in some cases be more lenient if in doing so, public policy objectives will be achieved.



2. Loan applications shall be subject to normal commercial underwriting criteria by the Commission. Such criteria may include, but are not limited to: credit reports, risk analyses, appraisals, title reports, cash-flow analyses, review of loan documentation from other project lenders, etc.
- I. Discretion of Commission Staff: It shall be within the purview of the Commission Executive Director, or designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair housing lending procedures.
- J. Insurance/Property Taxes: Borrower shall maintain adequate hazard, liability, and automobile insurance, as required by County policy. Property Taxes and all assessments must be paid current throughout the life of the loan.
- K. Environmental Assessment and Clearance: All projects must complete the appropriate level(s) of state and/or federal environmental review before funds may be released. If federal funds are involved in the project through a Commission loan or from some other source, no construction activities may take place after application submittal and prior to the completion of the federal environmental clearance process and associated public notification requirements.
- L. Prevailing Wages and Related:
  1. Federal: Where the source of Commission loan proceeds is from a federal government source, the project must comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon and Related Acts as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276c). The project shall also comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices to journey workers.
  2. State: For all projects, regardless of funding source, project sponsor shall adhere to all State of California laws and regulations regarding payment of prevailing wages, as applicable, and shall certify to the Commission, in writing, said compliance.
- LM.. Relocation Requirements: Borrowers must agree to comply with all applicable federal, state, and local relocation laws and regulations, as applicable.
- N. Affordability and Use Restrictions: All projects receiving Commission loans are subject to the affordability, special needs, and/or facility or land use restrictions as required by the funding source or local policy. A regulatory covenant will be recorded against the assisted property restricting the continued occupancy or use of the property per the laws and regulations of the particular funding source and approved local policy, and shall run with the land.

- O. Financial Feasibility: The project must demonstrate that due to market location, prevailing economic conditions, the proposed use, or property operating cost, that the development would be economically infeasible but for some degree of public financial assistance. The Commission may provide assistance to projects in the *least amount* required to create financial feasibility.
- P. Leverage Objective: Project sponsors shall demonstrate efforts to effectively leverage the use of public and private funds for the proposed project by identifying other available private and public financing programs and designing the project to qualify for those sources of assistance.
- Q. Contingency Requirements: Proposed construction projects must demonstrate that a minimum soft cost contingency of 5% and a hard cost contingency of 10% are included by providing the Commission a Development Budget including a Sources and Uses Table. For facility rehabilitation or renovation loans, or for projects with an unusual degree of risk or uncertainty, the amount of the required contingency budget may be higher as reasonably established by the Commission Executive Director.
- R. Close of Escrow and Funding Conditions:
1. ~~Prior to disbursement of loan funds, the Commission may submit documents to escrow for loans only after receiving and approving~~ ~~the following~~:
    - a. ~~Acceptable appraisal demonstrating that the Commission loan will be fully secured as required under Section III.2.~~
    - a.b. Proof of current property tax payments.
    - b.c. Proof of insurance meeting Commission insurance requirements.
    - c.d. Proof of required environmental clearance ~~or and~~ compliance, ~~as applicable.~~
    - e. For loans to pay for site acquisition and any predevelopment, demolition, or relocation costs that will be incurred prior to commitment of all financing necessary to complete the development, written commitment of all funds necessary to complete the ~~Proof of commitment of all required funding for acquisition and/or construction.~~
    - f. For loans to pay for site improvements, development soft costs, construction, and other such purposes, written commitment of all construction and permanent financing necessary to complete development.

- g. For loans to pay for site improvements, development soft costs, construction, and other such purposes, documentation of all required land use approvals.
  - h. Proof of compliance with any other loan conditions.
2. The Commission may authorize the recordation of its documents and the close of escrow only after receiving and approving the following:
- a. Execution of the Commission's escrow instructions by the Escrow Officer.
  - b. Title insurance meeting Commission standards.
  - c. Original, certified or conformed copies of executed Commission loan documents, including but not limited to Promissory Notes, Deeds of Trust, Grant Deeds, Affordable Housing Agreements and other required covenants.
  - d. Certification by the Title or Escrow Officer that the documents from all other parties to the transaction have been executed and will be recorded as appropriate.
3. The Commission may disburse loan funds to escrow, or after close of escrow, only upon receipt of the additional following items, as applicable:
- a. All of the items listed above in Section III R. 1 and 2.
  - b. Proof of compliance with prevailing wage requirements, as applicable.

R.S. Prevailing Wages and Related:

- 1. ~~Federal: Where the source of Commission loan proceeds is from a federal government source, the project must comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon and Related Acts as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 327 and 40 USC 276c). The project shall also comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices to journey workers.~~
- 1. ~~State: For all projects, regardless of funding source, project sponsor shall adhere to all State of California laws and regulations regarding payment of prevailing wages, as applicable, and shall certify to the Commission, in writing, said compliance.~~

S.T. ~~Environmental Assessment and Clearance: All projects must complete the appropriate level(s) of state and/or federal environmental review before funds may be released. If federal funds are involved in the project through a Commission loan or from some other source, no construction activities may take place after application submittal and prior to the completion of the federal environmental clearance process and associated public notification requirements.~~

#### IV. LOAN ADMINISTRATION

- A. Subordination: The Commission's Executive Director is authorized to subordinate Commission loans, with County Counsel review and approval as to form, provided that the loan remains in a secure position as required by Section III E. and as demonstrated by appraisal or by other means that is satisfactory to Commission., ~~and~~
1. **Developer Loans**: The Commission will accept a subordinate position to a new senior mortgage only if ~~provided that~~ the ongoing public purpose of the development is protected and the transaction will not adversely affect the security of the Commission's ~~deferred payment subordinate~~ loan in any way.
  2. **Homeownership Loans**: The Commission will accept a subordinate position to a new senior mortgage if all of the following conditions are met:
    - a. The owner will not take cash out of the transaction.
    - b. The refinancing objective is to obtain a new senior mortgage with a fixed interest rate lower than the interest rate of the current senior mortgage.
    - c. The principal amount of the new senior mortgage will not exceed the sum of the payoff amount of the current senior mortgages plus the owner's share of the closing costs to refinance the current senior mortgages.
- B. Loan Modification, Assignment and Assumption: The Commission's Executive Director is authorized to modify, assign and approve assumption of Commission loans, **in compliance with funding source regulations and** with County Counsel review and approval as to form, provided that the loan remains in a secure position as required by Section III E. and as demonstrated by appraisal or by other means that is satisfactory to Commission, and provided that the ongoing public purpose of the development is protected.
- C. Due at Maturity: Commission loans shall be due and payable in full at the time of loan maturity. See Section VI for guidelines specific to mature loans.

- D. Prepayments: Borrower may make prepayments on existing loans to repay the outstanding balance, or any portion thereof, at any time without penalty. Payments will first be credited towards any outstanding fees or penalties due, then to the interest due, and then to reduce the original principal amount of the loan.
- E. Conversion: Upon written approval of the Commission's Executive Director or her/his designee, a borrower may choose to have a deferred payment loan converted to a fully amortized loan for the remainder of the loan term or 15 years, whichever is less. The borrower will be required to make pre-determined monthly payments of principal and interest each month for the balance of the loan term. The Commission will use underwriting standards detailed in Section III.H. in determining whether to approve a borrower's request to convert a deferred-payment loan to an amortized loan.
- F. Reporting Requirements: Reporting requirements shall be determined per the approved **regulations, policies, and** guidelines for each specific funding source.
- G. Loan Consolidation: Where a project receives multiple Commission loan awards, the Commission may consolidate loans, **at the discretion of the Executive Director or his/her designee.**
- H. Rental of Homeownership Units: **The purchaser of a homeownership unit must reside in the unit as their principal residence and may not rent the unit in its entirety to another party.**
1. **Notwithstanding the owner occupancy requirement stated above, unless prohibited by the requirements of the funding source or local policy, the Commission Executive Director may, in his or her sole discretion, approve temporary rental of an ownership unit in its entirety to another party under the following conditions.**
    - a. **The owner cannot reside in the unit for a specified period of time, after which they plan to return to the unit, because they are either receiving medical care in a residential facility, working at a temporary job assignment outside of Sonoma County, or attending an educational institution that is located outside of Sonoma County; or**
    - b. **The owner plans to sell and move from the unit permanently but, due to market or other conditions beyond the owner's control, they cannot sell the unit for an amount sufficient to repay all senior liens.**
  2. **The owner of a homeownership unit may rent the unit in its entirety only upon receipt of express written approval of the Commission's Executive Director, Such approval will be for a term of up to one year, with additional one year terms available upon review and approval by the Commission's Executive Director, in his or her sole discretion.**

3. A homeownership unit that is rented in its entirety pursuant to the terms of this section shall be rented to low-income households (at or below 80% of area median income) at rent levels that are considered affordable to households with incomes at 60% of area median income. The owner must have Commission staff review proposed rental applications and rental agreements to ensure the rent does not exceed permitted rent levels and to approve the income eligibility of each proposed renter household.
4. Failure to reoccupy the unit at the expiration of the term of approval, or failure to comply with the affordability terms of this section, shall constitute a default under the Commission's Deed of Trust and/or Option.

## V. COLLECTIONS

- A. Amortized Loan Collections: The borrower shall make regular monthly payments directly to the loan-servicing agent as specified by the Commission. The Commission Executive Director shall have the authority to select an outside loan-servicing agent or to collect loan payments in-house.
- B. Deferred-Payment Loan Collections: When due, the borrower shall make full repayment of the loan directly to the Commission.
- C. Loan Defaults
  1. If a borrower appears to be in default of one or more of the loan terms contained in the Promissory Note, Deed of Trust, or any other loan document, the Commission Executive Director shall consult with the Office of the Sonoma County Counsel.
  2. Upon default in any loan terms, fraud or misrepresentation in any loan application, or transfer of the underlying real property or security interest without the written approval of the Commission, or for any other reason specified in the borrower's ~~p~~Promissory ~~n~~Note, the principal balance may be accelerated and made immediately due and payable at any time without further notice.
    - ~~2.1.~~ If the Commission Executive Director determines that the borrower is in material default of one or more of the loan terms and is not reasonably likely to cure the default, the Commission Executive Director, with the advice of County Counsel, shall initiate foreclosure proceedings.
      - a. The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission **or may carry out the foreclosure process in-house.**

- b. The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure sale process, including but not limited to: legal fees, trust deed service fees, past-due property taxes, utility charges, property hazard and liability insurance, needed maintenance and repair, and real estate agent fees.
  - c. If the loan is reinstated, any collection or foreclosure expenses will be the responsibility of the owner as a condition of reinstatement, if permitted by the terms of the loan documents.
34. If permitted under the terms of the loan documents and California law, if trustee's sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs are less than the amount of the outstanding loan balance, the Commission shall seek a deficiency judgment for the difference ~~by submitting the matter to Sonoma County Central Collections.~~

#### VI. MATURE LOANS (Non-profit Agencies Only)

When an existing Commission loan is at or nearing maturity and a request for a loan term extension, restructuring, or forgiveness is received, the following guidelines shall dictate the Commission's response to such a request. Loan extensions, restructuring or forgiveness will only be approved if all the following criteria are met:

A. Loan Compliance and Property Status:

The borrower has demonstrated material compliance with conditions of the loan over the life of the loan and is in good status with the Commission and all other public entities with regards to the underlying financing and the use and operation of the property.

B. Condition of Property:

The subject property must be in good condition. If significant amounts of maintenance have been deferred, the loan extension, restructuring or forgiveness request will be denied.

C. Project Income and Financial Structure:

The borrower must reasonably demonstrate that projected operating income and reserves are sufficient to finance ongoing operating expenses, including debt service, and capital replacement and maintenance for the period of any proposed loan term extension.

D. Loan Security

The borrower must demonstrate through an appraisal or other means acceptable to Commission staff that the value of the property is adequate to continue to fully secure any extended-term Commission debt.

E. Loan Terms

1. Loans for Permanent Housing:

- a. Existing deferred payment loans for permanent housing projects shall be restructured as fully amortized loans unless the borrower presents compelling evidence that the ~~cash flow from a prudent operation of the property precludes the borrower from obtaining adequate resources to service~~ borrower lacks adequate resources to service an amortized loan. In that case, an extended deferred-payment loan term may be approved. The Commission shall not forgive loans for permanent housing projects.
- b. The annual interest rate for all restructured and extended loans shall be 3%. The maximum loan term extension is 15 years.
- c. For existing deferred payment loans that are extended but restructured as fully amortized loans, the debt to be fully amortized is the principal as of the maturity date. The interest accrued, as of the maturity date, will also be repaid in equal installments over the term of the loan extension. That is, if the loan is extended for 180 months, the amount of accrued interest due at loan maturity will be divided by 180 and that amount will be paid monthly in addition to the amount derived from fully amortizing, at 3%, the loan principal amount at the time of loan maturity.
- d. For loans that are extended as deferred payment loans, interest is accrued at 3% simple interest calculated upon the principal balance as of the date of maturity. The interest accrued up to the maturity date will be repayable upon the new maturity date of the extended loan.

2. Loans for Public Facilities:

- a. If all criteria detailed in this Section VI. A. through D. are met, the Commission shall forgive loans for public facilities such as, but not limited to, fire stations, transitional housing and emergency shelters for the homeless, teen centers, senior centers, and similar community facilities.
- b. As required by Community Development Block Grant (CDBG) regulations, a deed restriction will be recorded against title to the



property stipulating that, in the event the owner chooses to change the use or dispose of the property at any future date, the owner must reimburse the Commission in the amount of the then-current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.

- a-c. The property owner shall also continue to abide by all other applicable CDBG regulations.

F. Loan Modification Fee

The borrower shall pay a loan modification fee for any mature loan that the Commission modifies through granting a loan term extension, refinancing or other modification of existing terms. The fee shall be equal to 0.5% of the sum of the outstanding loan principal and accrued interest calculated on the maturity date. Fee payment is required prior to recordation of any loan modification. Payment of the fee is also required if a loan is forgiven.

VII. ALTERNATIVE LOAN TERMS

Where the Commission's Executive Director determines, after consultation with County Counsel, that one or more federal, state and/or local financing programs available to a project will achieve results that are equivalent to, or more effective than, the affordability or other public purpose of the relevant Commission program, and that such financing programs are otherwise compatible with the Commission program and County and Commission policies and objectives, the Commission's Executive Director is authorized to modify Commission loan terms and policies to the degree necessary for the project to utilize those financing sources.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Ann Dubay / 524-8378

**Supervisory District(s):**

All Districts

**Title:** Sonoma County Youth Ecology Corps Program

### Recommended Actions:

Authorize Chair to execute the first amended agreement with New Ways to Work in an amount not to exceed \$87,400, expanding the scope of work to include design and implementation of the 2013 and 2014 Sonoma County Youth Ecology Corps programs and to support design and assistance with a similar program in Southern California and extending the agreement term by one year, for a new not-to-exceed agreement total of \$212,200 and end date of September 30, 2014.

### Executive Summary:

This item requests approval to enter into an amended agreement with New Ways to Work (for an additional \$87,400 for a three-year total of \$212,200 through September 30, 2014) for implementation and design of the 2013 and 2014 Sonoma County Youth Ecology Corps programs and support services for design and assistance with a similar program in Southern California.

### HISTORY OF ITEM/BACKGROUND

In 2009, the American Recovery and Reinvestment Act provided \$1.2 billion nationwide for youth and young adult workforce programs under the Workforce Investment Act. Funding was provided through the State to Sonoma County and the Youth Council/Workforce Investment Board. Sonoma County received approximately \$1,200,000 of funding for summer work programs for Sonoma County youth and young adults. The program was referred to as the Sonoma County Youth Ecology Corps (Corps).

Partners in creating and implementing the Corps include the Workforce Investment Board, the Sonoma County Human Services Department, the Sonoma County Water Agency (Water Agency), the Sonoma County Office of Education, numerous nonprofit service providers, and the nonprofit New Ways to Work (Consultant). New Ways to Work is a Sonoma County-based nonprofit organization working at the national level on programs to reshape educational and career development approaches, with the goal of preparing and supporting all young people for new opportunities. The Water Agency hired Consultant to assist partners with rapid implementation and

development of the 2009 Corps.

Building on the success of the 2009 Corps, Consultant also conducted implementation and coordination monitoring for the 2010, 2011, 2012, and 2013 programs.

In total, the Corps summer jobs program has provided paychecks, job training, and environmental education to more than 1,200 young people. In addition, with the design assistance of the Consultant, the program now includes four “extended crews” that work through mid-October on Water Agency projects and one year-round crew. The program has expanded to include four community service days each year. The community service days are marketed to high school students with the dual goals of exposing them to the Corps and conducting important work on creeks and streams.

In order to develop resiliency and long-term program sustainability, the Water Agency engaged the Consultant to assist with program design, outreach to elected officials at all levels, tracking of grants and funding opportunities, the development and implementation of a sustainability plan, and replication in other areas of the state with the goal of developing a statewide network.

Successes include the creation of a Marin Youth Ecology Corps and a Riverside Youth Ecology Corps. In addition, with the assistance of the Consultant, the Corps created a partnership with the Parks Alliance of Sonoma County called Youth@Work in Our Parks. This program was funded exclusively through grants, donations, and partnerships and resulted in three additional crews being hired for the 2013 summer season. The park “hot shots” worked throughout the county improving park trails, removing trash, and rebuilding aging structures.

#### SERVICES TO BE PERFORMED

Under the proposed amended contract, the Consultant will assist with program design, replication, sustainability, and expansion. Specifically, the Consultant will provide input on program elements and improvement, give feedback to the County of Sonoma program evaluator, identify other areas in the state with replication potential, coordinate regular communications between the Corps and Riverside and Marin programs, assist with the coordination of legislative visits and communication, update and help implement the sustainability plan, seek out new opportunities for expansion within the county, and develop and edit materials that provide a history of the program and its outcomes.

The Water Agency and Consultant entered into an agreement for Consulting Services for Sonoma County Youth Ecology Corps 2012 and 2013, dated February 28, 2012 in the amount of \$124,800.

1. Original Agreement: Term: 02/28/12 to 09/30/13; amount budgeted: \$124,800; amount expended: \$124,800. Project total: \$124,800.
2. Proposed First Amended Agreement: Term: 08/20/13 to 09/30/14; amount budgeted: \$87,400. Proposed project total: \$212,200.

#### SELECTION PROCESS

The Water Agency doesn't have the expertise or the in-house staff to perform the work. In 2008, New Ways to Work worked with staff from the Water Agency, the Human Services Department and Sonoma County Youth Probation on a small program that would provide crews to assist the Water Agency in its stream maintenance

program. When American Recovery and Reinvestment Act funding became available in early 2009, the Consultant was selected to assist with the development of a large-scale program because of its unique qualifications as one of the few firms nationwide with the experience in designing similar programs. As the original designer of the Corps, Consultant is uniquely qualified to refine and expand the program. A competitive selection process will be used in the future, if the Water Agency determines that ongoing assistance is needed.

**Prior Board Actions:**

- 02/28/2012: Approved agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Ecology Corps 2012 and 2013 (\$124,800; term end 9/30/2013).
- 11/02/2010: Approved agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment (\$80,000; term end 9/30/2011).
- 06/07/2010: Approved fourth amended agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment Program (\$25,000; term end 12/31/2010).
- 12/15/2009: Approved third amended agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment Program (\$85,000; term end 12/31/2009).
- 10/28/2009: Approved second amended agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment Program (\$20,000; term end 12/31/2009).
- 06/16/2009: Approved first amended agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment Program (\$166,300; term end 12/31/2009).
- 05/01/2009: Approved agreement between Water Agency and New Ways to Work for Consulting Services for Sonoma County Youth Employment Program (\$25,000; term end 9/30/2009).

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This project supports Goal 2 as the Corps provides paychecks and job training to young people, while teaching them about watershed management, parks maintenance, and environmental stewardship.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 71,800	Water Agency Gen Fund	\$ 71,800
Add Appropriations Req'd.	\$ -0-	State/Federal	\$ -0-
	\$	Fees/Other	\$ -0-
	\$	Use of Fund Balance	\$ -0-
	\$	Contingencies	\$ -0-
	\$		\$
<b>Total Expenditure</b>	<b>\$ 71,800</b>	<b>Total Sources</b>	<b>\$ 71,800</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Fiscal Year 2013/2014 appropriation of \$71,800 is from Flood Control Zones 1A, 2A, 3A, and 5A. An additional \$15,600 will be encumbered from flood control zones in 2014/2015. No additional appropriation is required.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

None.

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

Amended Agreement (4 Copies).



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Susan Haydon - 547-1937

**Supervisorial District(s):**

First

**Title:** Funding for Low Impact Development Demonstration Project

### **Recommended Actions:**

Authorize Chair to execute a funding agreement with Sonoma Ecology Center for a Low Impact Development Demonstration Project, that will feature stormwater retention and groundwater recharge elements, in the amount of \$115,000; agreement terminates on 12/31/2015.

### **Executive Summary:**

This item requests approval to enter into a funding agreement with Sonoma Ecology Center for a Low Impact Development Demonstration Project in the amount of \$115,000; agreement terminates on 12/31/2015. Implementation of such a project helps to fulfill Water Agency goals in managing stormwater and provides a public demonstration project of on-site water retention, reuse, and recharge at a small scale and features another project example that reduces energy demand and improves energy efficiencies.

### **HISTORY OF ITEM/BACKGROUND**

On March 20, 2012, the Board approved a funding agreement between Sonoma County Water Agency (Water Agency) and City of Sonoma (City) for a Low Impact Development Demonstration Project at Marcy House. The agreement cost was \$115,000; term end 12/31/2012. The Marcy House project was cancelled before beginning the work because of site feasibility issues; the proposed agreement is for funding of a similar project at an alternate location in Sonoma.

Low Impact Development is a term used to describe a land planning and engineering design approach to managing storm water runoff. Low Impact Development emphasizes conservation and use of on-site natural features to protect water quality. This approach implements engineered small-scale hydrologic controls to replicate the pre-development hydrologic regime of watersheds through infiltrating, filtering, storing, evaporating, and detaining runoff close to its source. The Water Agency is developing a WaterSmart Guidebook to be used as a reference document for developing WaterSmart Low Impact Development projects.

### Flood Protection Zones

Flood Control Zone 3A, established under the Water Agency's enabling legislation, encompasses the Valley of the Moon (Upper Sonoma Creek) watershed and provides funding for the construction of flood protection and drainage facilities, the maintenance of natural waterways, the preparation of master drainage plans for areas subject to flooding, and erosion and sediment control activities. The City has requested that the Water Agency provide Zone 3A funds so that the City may construct a WaterSmart/Low Impact Development Demonstration Project on City-owned property. The City's request was presented at the November 18, 2010 meeting of the Zone 3A Advisory Committee and funds for the Project were included in the Fiscal Year 2011/2012 budget, approved by this Board in June 2011. The Marcy House, owned by the City, was identified by the City as the demonstration site, and the Water Agency entered a funding agreement with the City in March 2012 to fund the demonstration project at the Marcy House site. Following execution of the funding agreement, the City deemed the Marcy House site as no longer feasible and appropriate for the proposed project. Subsequently, a project partner, the Sonoma Ecology Center, which manages the city-owned Sonoma Garden Park, proposed a similar demonstration project as a substitution. City staff concurs with implementing the demonstration project with the Sonoma Ecology Center at the Sonoma Garden Park in lieu of the Marcy House site. The former funding agreement with the City (for the Marcy House) has been terminated in favor of the proposed agreement (for Sonoma Garden Park). The proposed project is consistent with the flood protection objectives of Zone 3A, and the Water Agency's General Manager is recommending the Board enter into a funding agreement with the Sonoma Ecology Center to implement the project.

### Project Description

The project consists of designing and installing a Low Impact Development demonstration project at the Sonoma Garden Park. The proposed project will demonstrate stormwater runoff reduction and stormwater quality treatment measures at smaller scale that utilize Low Impact Development features, which will be accessible to the public for demonstration. Demonstration of the project's water management techniques for Low Impact Development featuring stormwater retention and groundwater recharge implements Water Agency goals and objectives to increase awareness under its stormwater management program and features community collaborations. The Sonoma Garden Park, located at 19996 7th Street East in Sonoma, is managed by the Sonoma Ecology Center and owned by the City. Low Impact Development features may include (as feasible and as budget permits) features such as vegetated swales, low-water use plantings, rainwater harvesting, permeable surfaces and rain gardens. The project will also include project signage and development of public flyers/brochures describing the various Low Impact Development features.

### SERVICES TO BE PERFORMED

Under the proposed Agreement, Sonoma Ecology Center will design and install a Low Impact Development demonstration project at the Sonoma Garden Park. The proposed project will demonstrate stormwater runoff reduction and stormwater quality treatment measures that utilize Low Impact Development features at the Sonoma Garden Park.

### **Prior Board Actions:**

03/20/2012: Approved agreement between Water Agency and City of Sonoma for a Low Impact Development Demonstration Project at Marcy House. Cost \$115,000; term end

12/31/2012. The Marcy House project was cancelled because of site feasibility issues; the subject agreement is a comparable project at an alternate location.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship    Project demonstrates stormwater retention techniques and conservation best management practices that help to protect watersheds, enhance and conserve water and energy resources, and support thriving economy.

Water Agency Energy Goals and Strategies, Goal 1: Provide “carbon free water” by reducing overall energy use, improving system efficiency, and developing and utilizing renewable energy sources

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$ 115,000	State/Federal	\$ 0
	\$	Fees/Other	\$ 115,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 115,000</b>	<b>Total Sources</b>	<b>\$ 115,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Additional appropriations are required to process this expense. With Board approval, appropriation will be made in the next quarterly consolidated budget adjustments.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

None

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

Agreement (4 Copies)





## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jon Niehaus - 521-1845

**Supervisorial District(s):**

First, Third, Fourth, and Fifth

**Title:** Creek Stewardship Program

### **Recommended Actions:**

Authorize Chair to execute an agreement with City of Santa Rosa for joint funding and implementation of creek stewardship program for the amount of \$486,000; agreement terminates on June 30, 2019.

### **Executive Summary:**

This item recommends an agreement with City of Santa Rosa for joint funding and implementation of creek stewardship program.

### **HISTORY/BACKGROUND**

The Sonoma County Water Agency (Water Agency), City of Santa Rosa (City), and County of Sonoma (County) are co-permittees for a National Pollutant Discharge Elimination System storm water permit. As part of the permit work plan, the Water Agency agreed to develop and support an Adopt-A-Creek Program (Program) that would increase citizens' awareness of the value provided by the creeks within the permit boundary by providing opportunities for groups and individuals to assist in creek cleanups, trail maintenance, and public outreach. The permit boundaries are the city limits of Santa Rosa, therefore, the project incorporates all creeks within the city limits of Santa Rosa.

The Santa Rosa Creek Master Plan (adopted in 1993 by the Santa Rosa City Council, the Sonoma County Board of Supervisors, and the Water Agency Board of Directors) includes goals for 1) encouraging community use of creeks to learn about natural processes and habitat, 2) caring for the creeks through adopt-a-stream programs, and 3) providing docent-guided walks.

The Water Agency and City have implemented the Creek Stewardship Program (Program) since 2002, through two previous Joint Funding Agreements. Involvement in the Program fulfills the Water Agency's commitment to develop an Adopt-A-Creek Program.

FY 2013/2014 – 2018/2019 AGREEMENT

Under the proposed agreement, the City will provide a full time Environmental Specialist position in its Utilities Department that will act as the Creek Stewardship Program Coordinator (Program Coordinator). Water Agency will fund half of this position, and the Program Coordinator will work half-time on stewardship programs in Zone 1A flood control channels. Funding will be provided using flood control Laguna-Mark West Watershed Zone 1A maintenance funds. The Program Coordinator will organize volunteers, coordinate educational and recreational activities, facilitate City and Water Agency cooperation, and integrate the expertise and resources offered by community organizations into the Program.

In addition, the Water Agency will provide force account and supervised adult crew labor for associated stewardship work in creeks operated by the City and will be fully compensated for these services by the City.

A complete description of the Creek Stewardship Program is included as Exhibit A (A1).

Funding for the agreement is as follows:

<b>Fiscal Year</b>	<b>Water Agency Budget for Program Coordinator Services</b>	<b>City Budget Available for Water Agency Services</b>
2013/2014	\$ 76,000	\$ 40,000
2014/2015	\$ 78,000	\$ 41,000
2015/2016	\$ 80,000	\$ 42,000
2016/2017	\$ 82,000	\$ 43,000
2017/2018	\$ 84,000	\$ 44,000
2018/2019	\$ 86,000	\$ 45,000
<b>Total</b>	<b>\$486,000</b>	<b>\$255,000</b>

**Prior Board Actions:**

- 03/18/08 Approve Agreement for Funding and Joint Implementation of Creek Stewardship Program (FY 2007/2008 – FY 2012/2013)
- 05/07/02 Approve Agreement for Funding and Joint Implementation of Creek Stewardship Program (FY 2001/2002 – FY 2006/2007)

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship. Work under the subject item will help to protect, maintain, and manage public lands; promote recreation and health; protect watersheds; and enhance the County’s natural environment.

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, Operate, and Modify Flood Protection Facilities to Meet Current and Future Public Needs

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 76,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 76,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 76,000</b>	<b>Total Sources</b>	<b>\$ 76,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

FY 2013/2014 appropriation of \$76,000 is from the Water Agency's Zone 1A fund. Future expenditures for the remaining six years of the agreement will be budgeted in those fiscal years.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Exhibit A - Description of Creek Stewardship Program (A1)

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

Agreement (4 Copies)

# Exhibit A

## Description of Creek Stewardship Program

### 1. **BACKGROUND**

- 1.1. The Santa Rosa Creek Master Plan (adopted in 1993 by the Santa Rosa City Council, the Sonoma County Board of Supervisors, and the Water Agency Board of Directors) includes goals for 1) encouraging community use of creeks to learn about natural processes and habitat, 2) caring for the creeks through adopt-a-stream programs, and 3) docent-guided walks.
- 1.2. The Santa Rosa City-wide Creek Master Plan reaffirms the goals listed in paragraph 1.1, above, and applies these goals to all creeks within the City's Urban Growth Boundary.
- 1.3. An informed, supportive, and proactive citizenry will help the City and Water Agency protect water quality, identify maintenance needs, and enhance the many benefits creeks provide to the community.

### 2. **GOAL**

- 2.1. Implement, support, and realize the benefits of a successful Creek Stewardship Program that maximizes community involvement to help restore, maintain, and protect creeks.

### 3. **OBJECTIVES**

- 3.1. Increase citizens' awareness of the values provided by the creeks within the Program area by providing creek restoration, education, and recreation activities in conjunction with local community and environmental organizations.
- 3.2. Recruit and train volunteer Creek Stewards to help maintain and enhance creeks.
- 3.3. Provide timely and effective response to citizens' concerns regarding creek related maintenance, environmental, safety, and recreational issues.
- 3.4. Designate a Program Coordinator to organize volunteers, coordinate educational and recreational activities, facilitate City and Water Agency cooperation, and integrate the expertise and resources offered by community organizations into the Program.

### 4. **WORK PLAN**

- 4.1. The City's Utilities Department shall hire and supervise a Program Coordinator with a full time classification of Environmental Specialist. Half of the Program Coordinator's hours will be dedicated to Program development and implementation on Water Agency-maintained channels. Program Coordinator shall meet with Water Agency staff on a bi-weekly basis.

- 4.2. The City and Program Coordinator shall:
- a. Work with the Water Agency to identify and prioritize creek areas requiring attention
  - b. Coordinate activities with Water Agency storm water and water education programs and City departments such as Recreation and Parks, Police, Transportation and Public Works, and Community Development
  - c. Develop materials for volunteer Creek Stewards including agreements, liability releases, contact lists pertaining to the jurisdiction of each particular reach of creek, logbooks, and guidelines for procedures and safety. Materials will contain City and Water Agency contact information and/or logos.
  - d. Develop a Creek Steward training manual that includes maps and educational materials on creek related topics such as history, hydrology, and natural history; provide a hard copy and an electronic copy of training manual to Water Agency.
  - e. Recruit Creek Stewards who will:
    - i. “adopt” and care for a specific reach of creek with public access, in their neighborhood, or fronting a business.
    - ii. participate as individuals or represent neighborhoods, groups or businesses.
    - iii. perform minor maintenance and monitoring tasks such as picking up litter, removing non-native invasive plants, clearing trails of debris, and caring for restoration areas.
    - iv. participate in work days for maintenance and restoration projects.
    - v. provide suggestions to enhance creek areas.
    - vi. follow formulated procedures to alert the City or Water Agency to problems associated with creeks.
  - f. Train Creek Stewards to recognize and report undesirable conditions such as water pollution, habitat degradation, and unlawful activities.
  - g. Supervise Creek Stewards and other volunteer activities.
  - h. Promote the Program, including providing recognition of Water Agency participation through placement of Water Agency’s name, and/or logo on publicity materials, and acknowledging Water Agency’s partnership at public events. Provide Water Agency with hard copy and electronic copy (reasonably available) of publicity materials.
  - i. Develop and sponsor recreational and educational opportunities for the community to increase citizens’ appreciation and support for the environmental, economic, and social benefits provided by creeks. Activities may include walks, bike rides, nature interpretation, youth summer camps, tree planting, restoration work days, and presentations on creek topics.
  - j. Utilize the community’s expertise and resources to organize and maximize opportunities for restoration, education, and recreation.

- k. Suggest to Water Agency content and location of interpretive and warning signage for Water Agency channels that provides information on creek-related topics such as the proper management of pet waste, prohibited activities, geography, history, aquatic life, plants, and watershed processes.
  - l. Follow up on reports regarding trash, water pollution, natural habitat, trail maintenance, flooding concerns, neighborhood safety, graffiti, homeless encampments, and other situations that arise.
  - m. Facilitate communication between the various government services responsible for creeks and assist in the formulation of effective means for preventing and resolving problems.
  - n. Provide recordkeeping and reports.
  - o. Apply for and obtain all permits and authorizations necessary to perform services contemplated by this Work Plan.
  - p. Comply with all applicable environmental laws and regulations.
- 4.3. The Water Agency currently utilizes full time Supervised Adult Crews on channels that are under the Water Agency's maintenance responsibility. During the term of this agreement, Supervised Adult Crews will work on City creeks for up to 30 days per year to perform clean up, trail repair, revegetation work, and other maintenance along creeks that are not currently the responsibility of the Water Agency for FY 2013/2014 through 2018/2019.
- 4.4. The Program's priority area for half of the Program Coordinator's hours will be Water Agency-maintained channels within the City urban boundary and any extensions of those channels beyond the boundary, either upstream to the headwaters or downstream to the Laguna de Santa Rosa (Exhibit B). Other Water Agency-maintained channels flowing to the Laguna de Santa Rosa will be incorporated into the Program as the Water Agency determines half time resources allow.
- 4.5. Yearly Report:
- a. City shall submit 2 copies of a yearly report at the end of each fiscal year. The report shall include the following:
    - i. Table of Contents.
    - ii. Summary of activity results.
    - iii. A description of the work performed, including methodology.
    - iv. Other information as may be requested by Water Agency to support the efficacy of the Creek Stewardship Program.



## 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 Directors, Sonoma County Water Agency

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Kevin Campbell 547-1921

**Supervisory District(s):**

Fourth

**Title:** Dry Creek Habitat Enhancement Demonstration Project – Right of Way

### **Recommended Actions:**

Authorize General Manager to execute agreements with Carole Mascherini for acquisition of real property rights for the Dry Creek Habitat Enhancement Demonstration Project Phase Two in the form provided to the Board for \$97,000 and authorize the General Manager to execute any other documents and pay any ancillary costs necessary to close the transaction.

### **Executive Summary:**

This item requests delegated authority for the General Manager to execute agreements with Carole Mascherini for acquisition of real property rights for the Dry Creek Habitat Enhancement Demonstration Project Phase Two in the form provided to the Board and authorize the General Manager to execute any other documents and pay any ancillary costs necessary to close the transaction.

### History Of Item/Background:

On November 15, 2011, the Board of Directors of the Sonoma County Water Agency (Water Agency) approved the Dry Creek Habitat Enhancement Demonstration Project (Project) to implement habitat enhancement projects within a one mile reach of Dry Creek. The Project area is located within the Dry Creek Valley approximately a half-mile upstream and downstream of Lambert Bridge Road. Project activities consist of dewatering and bypass flow pumping, stockpiling of materials, removal of vegetation, excavation of backwater/alcove areas, and placement of boulder and log structures and revegetation. The Project was designed to demonstrate the feasibility of habitat improvement projects in Dry Creek, to evaluate their effectiveness, and to acquire knowledge that could be beneficial to future habitat improvement projects in Dry Creek.

On June 11, 2013 the Board delegated authority to the General Manager to acquire the property rights necessary to construct the Project, provided that the form of the agreements and the amount of compensation were substantially the same as provided to the Board for approval. Due to the amount of time needed for negotiation of the necessary property rights needed to construct the Project, the

Project has been separated into two phases. Phase one was constructed during the summer and early fall of 2012. Phase two began construction in June of 2013. In order to construct the Project, the Water Agency must obtain property rights to facilitate construction.

Due to permit requirements that only allow for construction of Project improvements within Dry Creek between June 15th and October 15th, the Board delegated additional authority for the General Manager to execute agreements with the property owners for agreements that exceeded the original delegated authority (Attachment A-1). All but one owner have agreed to the form and amount of compensation as authorized by the Board on June 11, 2013.

Acquisition Of Property Rights:

One owner, Carole Mascherini, agreed to the form approved by the Board on June 11th but required \$5,000 of additional compensation above the Board authorized compensation to close the transaction. Although the additional \$5,000 compensation is above the value that was appraised for the property, Water Agency staff is of the opinion that the value of the property with the additional compensation is still within the range of fair market value for the property rights to be obtained.

**Prior Board Actions:**

- 06/11/13 Authorize General Manager to execute agreements for acquisition of property rights for Dry Creek Habitat Enhancement Demonstration Project.
- 11/15/11 Resolution approving Project and authorizing acquisition of Property Rights for Project
- 05/04/10 Approved Agreement for Design of Dry Creek Habitat Enhancement Demonstration Project

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This item supports the County’s goal regarding Economic and Environmental Stewardship by providing habitat for endangered salmonid species while maintaining a reliable water supply for Sonoma County.

Water Agency Water Supply Goals and Strategies, Goal 1:

Work with water contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 97,000	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 97,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 97,000</b>	<b>Total Sources</b>	<b>\$ 97,000</b>



**Narrative Explanation of Fiscal Impacts (If Required):**

Amount budgeted for 2013/2014 fiscal year in account #673806-9480

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

June 11, 2013 delegated authority (A-1)

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

1. Agreement for Purchase and Sale of Property Rights, and
2. Agreement and Grant of Easement

## June 11, 2013 Delegated Authority

History of Item/Background:

On November 15, 2011, the Board of Directors of the Sonoma County Water Agency (Water Agency) approved the Dry Creek Habitat Enhancement Demonstration Project (Project) to implement habitat enhancement projects within a one mile reach of Dry Creek. The Project area is located within the Dry Creek Valley approximately a half-mile upstream and downstream of Lambert Bridge Road. Project activities consist of dewatering and bypass flow pumping, stockpiling of materials, removal of vegetation, excavation of backwater/alcove areas, and placement of boulder and log structures and revegetation. The Project was designed to demonstrate the feasibility of habitat improvement projects in Dry Creek, to evaluate their effectiveness, and to acquire knowledge that could be beneficial to future habitat improvement projects in Dry Creek.

The Board delegated authority to the General Manager to acquire the property rights necessary to construct the Project, provided that the form of the agreements and the amount of compensation were substantially the same as provided to the Board for approval. Due to the amount of time needed for negotiation of the necessary property rights needed to construct the Project, the Project has been separated into two phases. Phase one was constructed and completed during the summer and early fall of 2012. Phase two is scheduled to begin construction in June of 2013. In order to construct the Project, the Water Agency must obtain property rights to facilitate construction (see Attachment A for list of properties, and Attachment B for further details).

Acquisition of Property Rights:

Property rights are needed from twelve property owners to construct the Project. Two of the property owners have executed agreements with the Water Agency within the delegated form and for the appraised amount of compensation; however, ten property owners have either negotiated changes to the form of the agreements for the property rights, the amount of compensation required to grant the property rights, or both. As the changes requested by the ten property owners exceed the existing delegated authority, Water Agency staff is requesting additional authority for the General Manager to execute the agreements. All of the property rights that are to be acquired are listed in Attachment B.

Permit requirements only allow for construction of Project improvements within Dry Creek between June 15th and October 15th. Although the Water Agency is still finalizing negotiations with the remaining twelve property owners, the Project has been awarded to a contractor. The Water Agency is currently planning to issue a Notice to Proceed for construction of the Project on June 17<sup>th</sup>. In order to facilitate recordation of each easement as soon as the property owner executes the agreement and/or consent/subordination is received from the property owner's bank (which will

allow the Water Agency's contractor maximum flexibility to access various Project sections), Water Agency staff is requesting delegated authority to the General Manager to execute the property rights documents.

Most of the properties are subject to Deeds of Trust that require the consent/subordination of the beneficiary of said Deed of Trust. Water Agency staff has contacted and worked with each beneficiary to meet their requirements for their consent/subordination of the Water Agency's easement. The beneficiaries have required a fee for processing the consent/subordination. The processing costs demanded by the beneficiaries are estimated to total approximately \$13,000.

A property owned by Entrust Administration Inc. (Entrust) was originally identified as a property affected by the Project. An offer was made to Entrust for the acquisition of the necessary property rights. After this offer, the Project design was revised to exclude the portion of the Project affecting the Entrust property. The Water Agency rescinded the offer to purchase the property rights; however, Entrust incurred costs of \$3,745 associated with their due diligence reviewing the Water Agency's offer. Entrust has requested that the Water Agency reimburse their cost. Water Agency staff recommends that Entrust be reimbursed their due diligence costs.

The property rights needed for the Project were appraised at \$369,500. The revised value of the property rights after negotiations and/or changes to the property rights total \$346,750. Including processing costs for consent/subordination, and reimbursement of due diligence costs to Entrust, the total cost for the acquisitions is \$363,495. The purchase cost for the acquisitions and any cost for closing of the acquisitions were budgeted for in the Fiscal Year 2012/2013 budget.

#### California Environmental Quality Act Compliance:

The Sonoma County Water Agency, as the Lead Agency pursuant to the California Environmental Quality Act, completed environmental documentation in accordance with the California Environmental Quality Act for the Project. The Water Agency prepared an Initial Study/Mitigated Negative Declaration (Initial Study/Declaration), which addresses the potential impacts related to the Project and measures to mitigate adverse effects of the Project. The Initial Study/Declaration was adopted by the Board on November 16, 2011. The Water Agency prepared and filed a Notice of Determination in accordance with the California Environmental Quality Act, the State California Environmental Quality Act Guidelines, and the Water Agency's Procedures for the Implementation of the California Environmental Quality Act. With the incorporation of the mitigation measures identified in the Mitigated Negative Declaration, the Project would not have an adverse impact upon the environment.

**ATTACHMENT "A"****List of Affected Properties**

Execution of Property Purchase and Sale Agreements to be delegated to General Manager

<u>GRANTOR</u>	<u>Assessor's Parcel Number</u>	<u>AMOUNT</u>
Dry Creek Vineyard, Inc.	090-120-014 & 015, 090-160-024 & 043	\$49,750
Donald and Kim Wallace	090-150-050	\$17,000
Ronald and Pamela Wollmer	090-140-023	\$11,000
Douglas Lipton	090-130-013	\$17,000
Peter and Marian Van Alyea	090-120-027	\$76,000
Carole Mascherini	090-190-030 & 031	\$92,000
Chen's Vineyard LLC	090-190-001, 003, & 015	\$3,000
Steven and Sonia Rued	090-190-026	\$5,500
Richard E. Rued Family Trust	090-160-034	\$3,500
Thomas Rued	090-160-038	\$5,000

**ATTACHMENT "B"****Description of Acquired Property Rights**

The following property rights are needed to construct the Project:

1. From Dry Creek Vineyard, Inc., a California corporation, a 25-year easement containing 4.776 acres and a temporary construction easement containing 0.263-acres. The easement and temporary construction easement to be acquired are part of four larger parcels (Assessor's Parcel Numbers 090-120-014 & 015 and 090-160-024 & 043) totaling 39.50-acres. Negotiated compensation for this acquisition is \$49,750.
2. From Donald Wallace and Kim Stare-Wallace, a 25-year easement containing 1.303-acres and a temporary construction easement containing 0.103-acres. The 25-year easement and temporary construction easement to be acquired are part of a larger parcel (Assessor's Parcel Number 090-150-050) totaling 11.840-acres. Negotiated compensation for this acquisition is \$17,000.
3. From Ronald and Pamela Wollmer, a 25-year easement containing 0.601-acres and an access easement containing 0.191-acres. The 25-year easement and access easement to be acquired are part of a larger parcel (Assessor's Parcel Number 090-140-023) totaling 15.260-acres. Negotiated compensation for this acquisition is \$11,000.
4. From Douglas Lipton, a 25-year easement containing 2.018-acres. The 25-year easement to be acquired is part of a larger parcel (Assessor's Parcel Number 090-130-013) totaling 16.200-acres. Negotiated compensation for this acquisition is \$17,000.
5. From Peter and Marian Van Alyea, a 25-year easement containing 8.315-acres and an access easement containing 0.497-acres. The 25-year easement and access easement to be acquired are part of a larger parcel (Assessor's Parcel Number 090-120-027) totaling 43.950-acres. Negotiated compensation for this acquisition is \$76,000.
6. From Carole Mascherini, a 25-year easement containing 1.307-acres and an access easement containing 0.976-acres. The 25-year easement and access easement to be acquired are part of a larger parcel (Assessor's Parcel Number 090-190-030 & 031) totaling 32.460-acres. Negotiated compensation for this acquisition is \$92,000.
7. From Chen's Vineyard LLC, a temporary construction easement containing 0.662-acres. The temporary construction easement to be acquired is part of a larger parcel (Assessor's Parcel Number 090-190-001, 003, & 015) totaling 53.840-acres. Negotiated compensation for this acquisition is \$3,000.
8. From the Steven and Sonia Rued, a 10-year easement containing 1.005-acres and access easement containing 0.518-acres. The 10-year easement and access easement to be acquired are part of a larger parcel (Assessor's Parcel Number 090-190-026) totaling 15.63-acres. Negotiated compensation for this acquisition is \$5,500.
9. From the Richard E. Rued Family Trust, a 10-year easement containing 1.059-acres. The 10-year easement to be acquired is part of a larger parcel (Assessor's Parcel Number 090-160-034) totaling 17.08-acres. Negotiated compensation for the 10-year easement is \$3,500.
10. From Thomas Rued, a 10-year easement containing 1.519-acres. The 10-year easement to be acquired is part of a larger parcel (Assessor's Parcel Number 090-160-038) totaling 27.53-acres. Negotiated compensation for the 10-year easement is \$5,000.



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:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Erick Roeser 565-3289

**Supervisorial District(s):**

4<sup>th</sup> & 5<sup>th</sup>

**Title:** Gold Ridge Resource Conservation District Fund Transfer

**Recommended Actions:**

Approval of the Resolution of the Board of Supervisors, County of Sonoma, State of California, authorizing the Auditor-Controller Treasurer-Tax Collector to establish a temporary fund transfer for Gold Ridge Resource Conservation District in an amount up to \$750,000.

**Executive Summary:**

The Gold Ridge Resource Conservation District (“the District”) was established in 1941 as one of the original resource conservation districts, and the first in Sonoma County. The 134,000 acre district is located in West Sonoma County and is bordered by Marin County to the south, the Russian River to the north, the Pacific coastline to the west, and the Laguna de Santa Rosa to the east. The diverse resources of the region include rangeland, woodland, wildlife habitat, vineyards, dairies, orchards, cropland, streams, coastal areas, as well as rural and urban areas. The District was established to ensure the continuation of strong, productive, and viable agricultural endeavors in Western Sonoma County by improving soil and water quality in order to provide an economically and ecologically viable and healthy agricultural community.

Toward that end, the District has applied for and been granted several awards, from federal, state and local sources for specific ongoing projects, to be continued in the FY 2013-14. The following is a brief summary of the major awards:

Agency	Contract/Grant Amount	Project
CEMAR	\$181,235	Russian River Coho Salmon Partnership Project.
State Water Resources Control Board	\$198,545	Estero Americano Watershed Sediment Reduction Project Phase II.
State Department of Fish & Game	\$498,165	Fisheries Restoration Grant Program

State Department of Conservation	\$184,865	Watershed Coordinator Grant Program
Department of Water Resources	\$205,575	NCIRWMP Phase 2
So Co Open Space District	\$99,190	Consultant Services
Total	\$1,367,575	

The District must expend the funds prior to reimbursement from awarding agencies. The District does not have adequate cash to cover these upfront expenditures, and has therefore, by resolution, requested a temporary fund transfer under Article XVI, Section 6 of the State Constitution. This fund transfer takes form of a line of credit with a limit of \$750,000 requested for FY 13-14. This line of credit is necessary to allow the District to maintain operations prior to reimbursements being received.

Your Board has delegated authority to the Auditor-Controller Treasurer-Tax Collector for temporary fund transfers to those agencies with a source of funding through the secured property tax system. Gold Ridge RCD does not receive sufficient tax support to meet the requested line of credit; therefore, Board of Supervisors approval is required as revenue used to calculate the fund transfer is from outside sources.

In summary, the District in conjunction with the Auditor-Controller Treasurer-Tax Collector, is requesting the Board to approve a Fund Transfer in an amount not to exceed \$750,000 for the District, to provide sufficient cash to complete their contracted projects.

**Prior Board Actions:**

Last year the board approved a similar transfer on 8/21/12, Resolution No. 12-0406

**Strategic Plan Alignment**      Not Applicable

**Fiscal Summary - FY 13-14**

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

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1) Resolution establishing temporary fund transfer. 2) Gold Ridge RCD Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			





County of Sonoma  
State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Auditor-Controller-Treasurer-Tax-Collector To Establish A Temporary Fund Transfer For Gold Ridge Resource Conservation District In An Amount Up To \$750,000.**

**Whereas,** the Gold Ridge Resource Conservation District (Gold Ridge RCD) has been awarded State/Federal Grants, and contracts with various local agencies in the amount of \$1,842,681 to complete several water projects that will protect and restore the watersheds within the Districts for the current fiscal year, and;

**Whereas,** the District does not have sufficient funds on hand to provide for the operation of the District during the 2013/2014 fiscal year, and;

**Whereas,** Article XVI, Section 6, of the State Constitution authorizes the temporary transfer of funds in the custody of the County Treasurer upon the approval of the Board of Supervisors, and;

**Whereas,** the District has anticipated grant revenues of \$1,842,681 and total budgeted revenues for fiscal year 2013/2014 of \$2,599,529;

**Now, Therefore, Be It Resolved** the Board of Supervisors of the County of Sonoma hereby authorizes the establishment of a temporary funds transfer to the Gold Ridge RCD in the amount not to exceed \$750,000.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

Resolution No. 2013-7

Dated: July 26, 2013

RESOLUTION OF THE GOVERNING BOARD OF GOLD RIDGE RESOURCE CONSERVATION DISTRICT OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, REQUESTING FUND TRANSFER UNDER ARTICLE XVI, SECTION 6 OF THE STATE CONSTITUTION

RESOLVED by the Governing Board of the GOLD RIDGE RESOURCE CONSERVATION DISTRICT, a District of the County of Sonoma, State of California, that:

WHEREAS, this District does not have sufficient funds on hand to provide for the operation of the District during the 2013/14 fiscal year, and

WHEREAS, Article XVI, Section 6 of the State Constitution authorizes a temporary transfer of funds in the custody of the County Treasurer upon approval of the Board of Supervisors, and

WHEREAS, the revenues to said District for the current fiscal year, July 1, 2013 to June 30, 2014, are budgeted at \$2,599,529;

NOW, THEREFORE, IT IS DETERMINED AND ORDERED as follows:


1. That the Board of Supervisors of the County of Sonoma be and it is hereby requested to authorize a temporary transfer to this District on an as-needed basis of not to exceed \$750,000.00 during the 2013/14 fiscal year; said sum will not exceed 85% of the revenues to said District during said fiscal year.
2. For the convenience of the County Treasurer and County Auditor a schedule of monthly-anticipated cash flow is attached hereto.
3. That the County Treasurer of the County of Sonoma be requested to recommend and the County Auditor of the County of Sonoma be requested to acknowledge said transfer.
4. That certified copies of this resolution be forwarded by the Clerk of this Board to the Board of Supervisors of the County of Sonoma, the County Auditor and County Treasurer of this County.

The foregoing resolution was introduced by ANN CASSIDY, who moved its adoption, seconded by DON PETERSEN, and adopted on roll call on \_\_\_\_\_ July 26, 2013 by the following vote:

<u>Board Member</u>	<u>Vote</u>
<u>Joe Dutton</u>	<u>Aye</u>
<u>Don Petersen</u>	<u>Aye</u>
<u>AnnCassidy</u>	<u>Aye</u>
<u>Richard Hughes</u>	<u>Aye</u>
<u>Jill Butler</u>	<u>Aye</u>
_____	_____

Ayes: 5 Noes: 0 Absent or not voting: 0

WHEREUPON, the Chair declared the foregoing resolution adopted, and  
SO ORDERED.

  
Brittany Heck, Executive Director  
Gold Ridge Resource Conservation District

CLERK'S CERTIFICATE

I, Brittany Heck, Clerk of the Governing Board of the Gold Ridge Resource Conservation District of the County of Sonoma, State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a special/regular meeting of the Governing Board of said District, regularly held at the regular meeting place thereof, on July 26, 2013 July 26, 2013 of which meeting all the members of said Governing Board had due notice.

I further certify that said resolution has not been amended, modified, or rescinded since the date of its adoption and the same is now in full force and effect.

ATTEST: This 26th day of July 2013.

*Ann Cassidy*

Clerk of the Governing Board of the Gold Ridge Resource Conservation District  
County of Sonoma, State of California

**COUNTY TREASURER'S AUTHORIZATION**

(Per County of Sonoma Resolution 91-0271)

The attached request for borrowing complies with the requirements of Article XVI, Section 6, of the State Constitution and with Resolution 91-0271 of the County of Sonoma.

Approved By:

\_\_\_\_\_  
David Sundstrom  
Auditor, Controller/Treasurer-Tax Collector  
County of Sonoma

Date: \_\_\_\_\_

Amount to be collected on Property Tax Bill \_\_\_\_\_

Amount requested \_\_\_\_\_

Percent of Property Tax Bill Requested \_\_\_\_\_  
(Not to exceed 85% of outstanding Grant Revenues)



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 13**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Mike McGuire, 565-2241

**Supervisorial District(s):**

Fourth.

**Title:** Disbursement of FY 13/14 District 4 Advertising Funds.

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute contracts with the following entities for advertising and promotions activities for FY 13/14: Cloverdale Arts Alliance for "Sculpture Trail" promotions (\$1,000); Friday Night Live at the Plaza (\$1,200); Cloverdale Performing Arts Center, Inc. (\$6,500); and Geyserville Chamber of Commerce for costs associated with new office space to be open to visitors and tourists (\$5,000).

### **Executive Summary:**

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Fourth District has reviewed applications and wishes to make the following FY 13/14 advertising grant awards:

- 1.) Cloverdale Arts Alliance for the promotion of, and advertising efforts related to "Tour Northern Sonoma County – Cloverdale & Geyserville", an extension of the 'Sculpture Trail' plan; grant award of \$1,000.
- 2.) Cloverdale Arts Alliance for promotion and advertising activities related to Friday Night Live at the Plaza; grant award of \$1,200.
- 3.) Cloverdale Performing Arts Center, Inc. for the promotion and advertising of their 2013 season and music events, grant award of \$6,500.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contracts will be executed by the County Administrator. The contracts 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.

In addition, the Geyserville Chamber of Commerce has made a request for funding in the amount of \$5,000 to assist with the start up of a new office space dedicated to visitors and tourists as a visitor center operation. Category A2 – Visitor Centers of the Policy allows for funding of such non-advertising efforts, however this Category was fully funded and awarded during the FY 13/14 budget hearings and the application window for this Category is closed for FY 13/14.

As such, the Fourth District is requesting the Board approve this grant to be awarded under Category A2 using the District’s discretionary funds as an exception to the Policy which allows discretionary funds for advertising costs only.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity which will be executed by the County Administrator. As with other awards, the contract will require the County logo on any 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.

**Prior Board Actions:**

7/30/13 – Awarded FY 13/14 Category E grants.  
 Previous grants were awarded through District 4 during FY 12/13.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

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

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 13,700	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 13,700
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 13,700</b>	<b>Total Sources</b>	<b>\$ 13,700</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Funds are included in the FY 13/14 budget. The District was allocated a total of \$29,232. To date \$6,500 has been awarded. Following today’s actions, \$9,032 will remain for award.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A.			
<b>Attachments:</b>			
FY 13/14 Grant Award Agreement Template			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the «Organization», (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 Program 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 has applied for and received funding under Category E – Local Events and Organizations category of the Advertising and Promotions Program Policy, 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, 2013 to June 30, 2014, COUNTY shall pay to ADVERTISER the total sum of \$«Amount» (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2013 and June 30, 2014. Receipts must be remitted to the COUNTY by July 31, 2014. If receipts are not submitted by July 31, 2014, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2014. 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, 2013 to June 30, 2014:

All actions as set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the COUNTY's program coordinator.



4. ADVERTISER agrees to keep complete and accurate 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.
5. 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.
6. 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.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
  - a. ADVERTISER 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 ADVERTISER, that arise out of, pertain to, or related to ADVERTISER's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. ADVERTISER'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 ADVERTISER's expense, subject to ADVERTISER'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 ADVERTISER or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this Agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. 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.
15. Attorneys' Fees: In the event the COUNTY brings an action or proceeding for damages arising out of the ADVERTISER's performance under this Agreement or to establish the COUNTY's right or remedy, the COUNTY shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER 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.
17. AIDS Discrimination: ADVERTISER 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.
18. 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.
19. 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

«Organization»  
«Street»  
«City», «StateZip»

DATE: \_\_\_\_\_

By \_\_\_\_\_  
«Contact»  
«Event»



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 14**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Shirlee Zane, 565-2241

**Supervisorial District(s):**

Third

**Title:** Disbursement of FY 13/14 District 3 Advertising Funds.

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 13/14: Law Enforcement Chaplaincy of Sonoma County, Tour de Fuzz event, grant award of \$500; Sonoma County Book Festival, Book Festival 2013 event, grant award of \$500.

### **Executive Summary:**

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Third District has reviewed applications and wishes to make the following FY 13/14 advertising grant award:

- 1.) Law Enforcement Chaplaincy of Sonoma County for advertising and promotions activities for FY 13/14: Tour de Fuzz event, grant award of \$500.
- 2.) Sonoma County Book Festival for advertising and promotions activities for FY 13/14: Sonoma County Book Festival 2013 event, grant award of \$500.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with each 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.

### **Prior Board Actions:**

Previous grants were awarded through District 3 during FY 12/13.

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby

promoting economic development and growth.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 1,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,000</b>	<b>Total Sources</b>	<b>\$ 1,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Funds are included in the FY 13/14 budget. The District was allocated a total of \$18,352. To date, \$1,000 has been awarded. Following today's actions, \$16,352 will remain for award.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A.

**Attachments:**

FY 13/14 Grant Award Agreement Template.

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

None.

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the «Organization», (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 Program 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 has applied for and received funding under Category E – Local Events and Organizations category of the Advertising and Promotions Program Policy, 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, 2013 to June 30, 2014, COUNTY shall pay to ADVERTISER the total sum of \$«Amount» (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2013 and June 30, 2014. Receipts must be remitted to the COUNTY by July 31, 2014. If receipts are not submitted by July 31, 2014, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2014. 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, 2013 to June 30, 2014:

All actions as set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the COUNTY's program coordinator.

4. ADVERTISER agrees to keep complete and accurate 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.
5. 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.
6. 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.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
  - a. ADVERTISER 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 ADVERTISER, that arise out of, pertain to, or related to ADVERTISER's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. ADVERTISER'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 ADVERTISER's expense, subject to ADVERTISER'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 ADVERTISER or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this Agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. 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.
15. Attorneys' Fees: In the event the COUNTY brings an action or proceeding for damages arising out of the ADVERTISER's performance under this Agreement or to establish the COUNTY's right or remedy, the COUNTY shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER 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.
17. AIDS Discrimination: ADVERTISER 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.
18. 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.
19. 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

«Organization»  
«Street»  
«City», «StateZip»

DATE: \_\_\_\_\_

By \_\_\_\_\_  
«Contact»  
«Event»



## County of Sonoma Agenda Item Summary Report

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

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

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Veronica Ferguson, 565-2431

**Supervisorial District(s):**

All.

**Title:** Interim Appointment of Permit and Resource Management Director

### **Recommended Actions:**

Appoint Deputy Director of Engineering and Construction, Dewayne Starnes, as Interim Director of Permit and Resource Management, effective September 1, 2013.

### **Executive Summary:**

The Director of Permit and Resource Management (PRMD) retired on September 2, 2013 which his last day in the office being August 30, 2013. The Director of PRMD is appointed by the Board of Supervisors and provides overall leadership and administrative direction to the department, including guidance on planning, construction and land use regulations as well as environmental review. This is a crucial position to the success of the department and provides an important regulatory and safety function to the community.

DeWayne Starnes has been the Deputy Director of Engineering and Construction and the Chief Building Official since 1999. Mr. Starnes is also a licensed Professional Engineer. Staff recommends Mr. Starnes' interim appointment to the position of Director of PRMD until such time that a regular appointment is made.

### **Prior Board Actions:**

None.

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

The Director position ensures services provided to the community to ensure safe building, construction, and environmental development are provided in a successful manner.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 24,704	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 24,704
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 24,704</b>	<b>Total Sources</b>	<b>\$ 24,704</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Mr. Starnes will be appointed pursuant to Salary Resolution 95-0926 Section 7.11 in which he will receive an increase of 5% from his current salary as the Deputy Director of Engineering and Construction. Mr. Starnes is at I step (\$139,900 annually salary only) of his current position and a 5% increase will put him at D step of the Director position with a salary of \$148,224 annually. The salary range for the Director of PRMD is \$137,729 - \$167,408 annually.

Staff estimates this interim appointment for a duration of two months or less until a permanent hire is made. The salary associated with the interim appointment for two months is \$24,704. The PRMD budget includes the appropriations for a permanent director hire for the duration of FY 13/14 and as such, the budget includes the costs for this interim appointment.

Salary savings of \$26,476 are estimated as a result of this action due to the interim position compensated at less than top salary step and the vacancy that will result in the Deputy Director position in the interim. Actual savings may vary dependent upon the timing of permanent hires. These salary savings have been included in the PRMD budget.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

<b>Related Items "On File" with the Clerk of the Board:</b>



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 16**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Christina Rivera 707-565-2048

**Supervisory District(s):**

Countywide

**Title:** Adoption of FY 2013-14 Appropriation Limits

### **Recommended Actions:**

Concurrent resolution establishing FY 2013-14 appropriation limits for County and Board of Supervisors-Governed Special Districts, County Service Areas, other Board of Supervisors-Governed Agencies, Agricultural Preservation and Open Space District, and Sonoma County Water Agency.

### **Executive Summary:**

This item details the FY 2013-14 Appropriations Limit calculations for the County of Sonoma and Board of Supervisors-Governed Special Districts and Agencies. The County's Proposition 4 appropriation limit is \$585 million or \$350 million more than the FY 2013-14 adopted Proposition 4 revenues of \$235 million. The establishing of the FY 2013-14 Appropriation Limits was noticed on, August 26, 2013 in the Santa Rosa Press Democrat. The documentation and supporting materials to establish the FY 2013-14 appropriation limits have been available for public review since August 26, 2013 at the County Administrator's Office. Pursuant to Section 1.5 of Article XIII B of the California Constitution, and Section 7910 of the Government Code, the attached resolution formally establishes the FY 2013-14 including notice of the appropriate period of judicial review, and instructs the County Administrator and County Counsel to advise the Board of any changes to law affecting the Appropriations Limit, if necessary.

### **History**

On November 6, 1979 voters approved the Gann Spending Limitation or Proposition 4, which established Article XIII-B of the State Constitution. It sets limits on the amount of tax revenues the State and most local governments can appropriate within a given fiscal year. The limits are to be established in accordance with the constitutional amendment and enabling state legislation (SB 1352 of 1980, also known as Chapter 105, Statutes of 1980). These limits for Fiscal Year 2013-14 must be adopted for County government and those Board of Supervisors-governed special districts and county service areas that had a property tax rate of 12.5 cents or more per \$100 of assessed valuation in 1977-78. Charges for services, regulatory fees, grants, loans, donations, and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior January 1, 1979, and the cost of compliance with court or

Federal government mandates.

In addition, Proposition 111 (The Traffic Congestion Relief and Spending Limitation Act of 1990) amended the State Constitution's Appropriations Limit to update it to allow for funding for congestion relief, mass transit, health care, services for the elderly and other priority programs, while still providing an overall limit on state and local spending. Proposition 111 changed the previous Constitutional cost-of-living and population factors for both the state and local appropriations limits and changed exclusions from the appropriations limit as described in attachment A. However, none of the above exclusions were employed in the County's calculation for FY 2013-14, as total available revenues are far below the new limit.

In general the County may not exceed the appropriation limit adopted today. However, in the event of a declared emergency the appropriation limit may be increased. In the case of transfer of responsibilities between entities, as in annexation or incorporation, the appropriation limit transfers along with the revenue. Should revenues exceed the adopted appropriation limit for two consecutive fiscal years, the County would return the excess through a revision of the tax rates in the two subsequent fiscal years. Based on the current appropriation limit, which far exceeds projected revenues, it is very unlikely that this would occur.

**FY 2013-14 CALCULATIONS**

**A. Proposition 111 - Factors for Limit Calculation**

Pursuant to Proposition 111, the State Department of Finance, by letter of May 2013, has provided key factors to adjust the FY 2013-14 spending limit. The following percentages are utilized in computing the appropriations limits for the County and special districts governed by the Board of Supervisors:

<b>Year</b>	<b>Total County Population Change Factor (County)</b>	<b>Unincorporated Population Change Factor (Special Districts)</b>	<b>California Per Capita Income Factor</b>
1-2012 to 1-2013	0.57%	0.55%	5.12%

**B. County Appropriation Limit Calculation**

The FY 2013-14 Appropriation Limit is based on the adopted limits for FY 2012-13 and the limit factor adjustments provided by Proposition 111 adopted by voters in June 1990.

The FY 2013-14 limit adjustment is the combination of the income factor change 5.12% and the total county population percentage of .57%. These two factors are combined to provide a single limit adjustment factor as follows:  $[(5.12+100)/100] \times 1.0057 = 1.057$  (Appropriation Limit Adjustment Factor)

<b>FY 2012-13 Appropriations Limit (exclusive of Refuse Disposal and Transit FY 08-09 Adjustments)</b>	\$551,086,008
Multiplied by the <b>FY 2013-14 Adjustment Factor</b>	<b>x 1.057</b>
FY 2013-14 Limit Prior to Transit	\$582,497,910
Less Reduction of FY 1981-82 Tax Support for Refuse Disposal	(\$647,046)
Plus limit increase per the Agreement for Transit Services between County and Sonoma County Cities for FY. See 6/14/13 Resolution Exhibit A for approved TDA/STA Coordinated Claim.	<u>\$3,659,317</u>
<b>FY 2013-14 Appropriations Limit</b>	<b>\$585,510,181</b>

The first adjustment decrease to the FY 2013-14 limit is due to the reduction of tax support for refuse disposal operations. The Constitution and enabling state legislation requires that if tax support of a service is reduced, and fees are increased to offset the reduction of tax support, the limit must be decreased by an equivalent amount. The previously provided County tax support of \$647,046 for refuse disposal has been terminated.

The second adjustment increasing for transit services is made pursuant to the FY 2013-14 agreement for transit services between the County and cities in Sonoma County (see Resolution Exhibit A for the summary of the coordinated claim approved by the Board of Supervisors on June 4, 2013). The limit exchange from the cities is to allow the County to provide transit services to the cities without adversely impacting the County's available appropriation limit for provision of other tax supported activities.

C. District Appropriations Limit Calculation

The appropriation limit calculation for special districts or other governmental entities under the financial/budget control of the Board of Supervisors uses the unincorporated change population factor (.57%) and the California per capita personal income factor (5.12%) provided by the California Department of Finance in their letter of May 2012.

These two factors are combined to provide a single limit adjustment factor in the following manner:  
 $[(5.12+100)/100] \times 1.0057 = 1.057$  (Appropriation Limit Adjustment Factor for Districts).

The 1.057 factor is then multiplied by the FY 2012-13 limit in order to establish the FY 2013-14 appropriation limit for special districts and other governmental agencies. The full list of new district limits is included in the resolution for your consideration.

FY 2013-14 district limits list excludes the following individual lighting districts in lieu-of the Board's 4/12/12 decision to consolidate into County Service Area #41: Belmont Terrace, Carmet, Cinnabar, Country Manor, Forestville, Geyserville, Graton, Guerneville, Jenner, Madrone Acres, Monte Rio, Pacific View, Penngrove, Rio Nido, South Park, Summer Home Park, Valley of the Moon, and Westside.

<b>Prior Board Actions:</b>			
The Board annually adopts the appropriation limit.			
<b>Strategic Plan Alignment:</b>		Goal 3: Invest in the Future	
By adopting appropriation limits the County demonstrates fiscal responsibility and maintains appropriate reserves, in compliance with State law.			
<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
There are no direct Fiscal Impacts of the Recommended Action.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Concurrent resolution adopting appropriations limits for County and Board of Supervisors-governed districts and other entities, County Service Areas, Agricultural Preservation & Open Space District and Sonoma County Water Agency.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			





# County of Sonoma

## State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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CONCURRENT RESOLUTION OF THE BOARD OF SUPERVISORS OF SONOMA COUNTY, AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, AND SONOMA COUNTY WATER AGENCY ESTABLISHING APPROPRIATIONS LIMITS FOR COUNTY GOVERNMENT AND BOARD OF SUPERVISORS GOVERNED SPECIAL DISTRICTS AND COUNTY SERVICE AREAS FOR FY 2013-14 AS REQUIRED BY ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION WHICH WAS ADDED BY PROPOSITION 4 IN NOVEMBER 1979, GIVING INSTRUCTION TO THE COUNTY ADMINISTRATOR AND COUNTY COUNSEL, AND GIVING NOTICE OF APPROPRIATE PERIOD OF LIMITATION FOR JUDICIAL REVIEW

WHEREAS, Article XIII B of the California Constitution was added by Proposition 4 (November, 1979) and requires that appropriation limits be established for each entity of government having a secured property tax rate of 12.5 cents or more per \$100 of assessed valuation in 1977-78; and

WHEREAS, staff from the offices of the County Administrator and Auditor-Controller have prepared documentation necessary to establish the appropriations limits for the FY 2013-14 for county government and Board of Supervisors governed special districts and county service areas; and

WHEREAS, fifteen days prior to the meeting documentation used in the determination of the appropriations limit and other necessary determinations was available to the public, and a duly noticed public hearing on the establishment of the limits by this Board of Supervisors date was completed; and

WHEREAS, the establishment of the limits has been conducted by this Board of Supervisors pursuant to State law on September 10, 2013 at a regularly scheduled meeting; and

WHEREAS, pursuant to that notice, the County Administrator has made available to interested members of the public a copy of this resolution including the following documentation:

1. Summary of the FY 2013-14 coordinated claim for Sonoma County Transit Services dated June 4, 2013 marked Exhibit 'A' and attached hereto;

Resolution #

Date:

Page 2

2. Letter from the Department of Finance, dated May 2013 marked Exhibit 'B' and attached hereto;
3. Notice of Revenue and Appropriation Limit Public Meeting, marked Exhibit 'C' and attached hereto;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that the following appropriations limits are hereby adopted for Sonoma County and special districts and county service areas governed by the Board of Supervisors:

	<u>FY 2013-14 (A)</u>
Sonoma County (See Note B)	585,510,181
Sonoma County Water Agency – Zone 2A	10,049,338
County Service Area #41 (Roseland)	427,886
County Service Area #41 (Sonoma Valley)	496,414
County Service Area #41 (Lighting District)	1,585,862
County Service Area #40 (Fire Services)	4,595,261
CFD #4 Wilmar	399,052
CFD #5 Dry Creek	399,052
CFD #7 Mayacamas	99,757
Bittner Lane Permanent Road District	9,162
Monte Rosa Div. #1 Permanent Road District	8,180
Peaks Pike Permanent Road District	9,163
Sonoma County Open Space District	54,550,930

- (A) The FY 2013-14 limits reflect a 1.057% increase from the FY 2012-13 limit.
- (B) Sonoma County limit includes the County Library Funds and has also been increased for FY 2013-14 pursuant to the city-county agreement for transit services. The appropriations limit increase includes \$3,659,317 for FY 2013-14 to the County from the cities for transportation tax (Transportation Development Act) financed transit services performed by County for cities.

BE IT FURTHER RESOLVED that the public meeting of September 10, 2013 the FY 2013-14 Appropriations Limits was noticed on August 26, 2013 by publication in the Santa Rosa Press Democrat. The documentation and materials supporting necessary determinations to establish the FY 2013-14 Appropriations Limit have been available for public review since August 26, 2013 at the County Administrator's Office, and that pursuant to the provisions of Section 1.5 of Article XIII B of the California Constitution, and Section 7910 of the Government Code, any action or proceeding to review, attack, set aside, void or amend the action taken by the Board of Supervisors, acting as the governing body of the County of Sonoma and the governmental entities described herein, by this Resolution or the appropriations described herein must be commenced within 45 days of the date of adoption of this Resolution; and

Resolution #

Date:

Page 3

BE IT FURTHER RESOLVED that this Board anticipates additional clarification of the provisions of Article XIII B of the California Constitution through anticipated opinions of the County Counsel of this County and counsel for other counties and other public agencies, opinions of the Attorney General, case law and additional implementing legislation. Because these clarifications may result in the necessity of reviewing the base year calculations, the County Administrator and the County Council are directed to advise this Board, from time-to-time, on changes in the law that may necessitate such base year modifications.

BE IT FURTHER RESOLVED that this Board will authorize via a resolution any adjustments to the limit as permitted by Article XIII B for transfers of responsibility for services.

BE IT FURTHER RESOLVED that this Board reserves the authority to make changes to the appropriations limits based on revised Appropriations Limit Procedure Guidelines when issued by the State Controller's County Accounting Standards and Procedures Committee, and when other necessary population and non-residential property value change information becomes available.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**Sonoma County Transit**  
 FY 2013-14  
 TDA/STA Coordinated Claim Summary  
 Prepared: 8 20 13

**TDA Claim Summary**

County TDA Apportionment	\$5,554,837	
County Contribution to Golden Gate Transit	(1,603,151)	
<b>Subtotal - County TDA</b>	<b>3,951,686</b>	<b>51.92%</b>
City TDA Contributions*	3,659,317	48.08%
*Includes City contributions for County provided local transit services, intercity transit services, ADA paratransit and municipally operated services in Cloverdale and Healdsburg.		
<b>Total TDA Available</b>	<b>\$7,611,003</b>	<b>100.00%</b>

**STA Claim Summary\* (FY 2014 funds only, does not include prior year funds available to claim)**

County - Population Based Fund	\$1,209,884	
County - Revenue Based Fund	162,134	
County - Regional Paratransit Fund	247,257	
<b>Total</b>	<b>\$1,619,275</b>	
<b>STA - County Funds</b>	<b>1,567,483</b>	
<b>STA - City Contributions to SCT*</b>	<b>51,792</b>	

**TDA/STA Combined Claim Summary**

TDA - County	\$3,951,686	
STA - County	1,567,483	
<b>Total County TDA/STA</b>	<b>5,519,169</b>	<b>59.79%</b>
TDA - City Contributions	3,659,317	
STA - City Contributions	51,792	
<b>Total City TDA/STA</b>	<b>3,711,109</b>	<b>40.21%</b>
<b>Total FY 2014 TDA/STA Revenue</b>	<b>9,230,278</b>	<b>100.00%</b>

## Resolution Exhibit B



DEPARTMENT OF  
**FINANCE**  
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR  
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2013

Dear Fiscal Officer:

### **Subject: Price and Population Information**

#### **Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

#### **Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website:  
<http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

#### **Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS  
Director  
By:

MICHAEL COHEN  
Chief Deputy Director

Attachment

May 2013

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

**2013-14:**

Per Capita Cost of Living Change = 5.12 percent  
 Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio:  $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio:  $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14:  $1.0512 \times 1.0079 = 1.0595$

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment B Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2012-2013	1-1-12	1-1-13	1-1-2013
Sonoma				
Cloverdale	0.32	8,641	8,669	8,669
Cotati	0.33	7,286	7,310	7,310
Healdsburg	0.45	11,458	11,509	11,509
Petaluma	0.96	58,245	58,804	58,804
Rohnert Park	0.32	40,902	41,034	41,034
Santa Rosa	0.61	169,070	170,093	170,093
Sebastopol	0.40	7,415	7,445	7,445
Sonoma	0.48	10,680	10,731	10,731
Windsor	0.34	27,041	27,132	27,132
Unincorporated	0.55	145,560	146,364	147,696
County Total	0.57	486,298	489,091	490,423

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
Alameda			
Incorporated	1.25	1,384,393	1,401,754
County Total	1.21	1,526,953	1,545,490
Alpine			
Incorporated	0.00	0	0
County Total	-0.09	1,088	1,087
Amador			
Incorporated	1.31	12,078	12,236
County Total	0.60	33,612	33,813
Butte			
Incorporated	0.93	136,861	138,128
County Total	0.55	220,263	221,485
Calaveras			
Incorporated	-0.82	3,784	3,753
County Total	-0.66	45,124	44,828
Colusa			
Incorporated	0.40	11,248	11,293
County Total	0.35	21,598	21,674
Contra Costa			
Incorporated	0.82	903,146	910,569
County Total	0.77	1,066,061	1,074,247
Del Norte			
Incorporated	-0.49	4,287	4,266
County Total	0.21	25,266	25,319
El Dorado			
Incorporated	0.18	31,883	31,939
County Total	0.32	181,594	182,175
Fresno			
Incorporated	0.98	771,883	779,485
County Total	0.88	938,467	946,724

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
Glenn			
Incorporated	0.65	13,698	13,787
County Total	0.47	28,116	28,247
Humboldt			
Incorporated	0.24	62,942	63,096
County Total	0.37	134,506	135,010
Imperial			
Incorporated	1.44	137,037	139,004
County Total	1.40	170,490	172,870
Inyo			
Incorporated	0.03	3,876	3,877
County Total	0.18	18,431	18,464
Kern			
Incorporated	1.24	521,812	528,279
County Total	1.11	822,954	832,126
Kings			
Incorporated	1.30	101,507	102,822
County Total	1.20	128,416	129,956
Lake			
Incorporated	0.11	19,884	19,905
County Total	0.20	64,305	64,435
Lassen			
Incorporated	2.06	9,304	9,496
County Total	1.87	24,626	25,087
Los Angeles			
Incorporated	1.03	8,817,728	8,908,540
County Total	0.69	9,879,254	9,947,906
Madera			
Incorporated	0.95	74,494	75,199
County Total	0.72	146,360	147,408

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
<b>Marin</b>			
Incorporated	0.45	185,651	186,479
County Total	0.42	248,608	249,652
<b>Mariposa</b>			
Incorporated	0.00	0	0
County Total	0.44	17,852	17,931
<b>Mendocino</b>			
Incorporated	0.26	28,644	28,718
County Total	0.41	87,750	88,112
<b>Merced</b>			
Incorporated	0.93	169,183	170,751
County Total	0.93	258,491	260,898
<b>Modoc</b>			
Incorporated	-0.54	2,769	2,754
County Total	-0.19	9,433	9,415
<b>Mono</b>			
Incorporated	0.45	8,270	8,307
County Total	0.55	14,282	14,361
<b>Monterey</b>			
Incorporated	0.85	299,137	301,667
County Total	0.81	399,930	403,167
<b>Napa</b>			
Incorporated	0.48	110,262	110,788
County Total	0.47	135,539	136,174
<b>Nevada</b>			
Incorporated	-0.11	31,679	31,644
County Total	-0.35	97,279	96,938
<b>Orange</b>			
Incorporated	0.79	2,937,140	2,960,463
County Total	0.78	3,056,919	3,080,859

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
<b>Placer</b>			
Incorporated	0.72	245,959	247,724
County Total	0.56	355,455	357,463
<b>Plumas</b>			
Incorporated	-0.44	2,048	2,039
County Total	-0.28	19,698	19,643
<b>Riverside</b>			
Incorporated	1.14	1,865,131	1,886,380
County Total	1.01	2,222,466	2,244,853
<b>Sacramento</b>			
Incorporated	1.03	867,351	876,284
County Total	0.96	1,427,262	1,440,941
<b>San Benito</b>			
Incorporated	1.02	37,604	37,989
County Total	0.95	56,137	56,669
<b>San Bernardino</b>			
Incorporated	0.89	1,741,806	1,757,281
County Total	0.85	2,027,285	2,044,617
<b>San Diego</b>			
Incorporated	0.83	2,605,607	2,627,324
County Total	0.80	3,054,217	3,078,711
<b>San Francisco</b>			
Incorporated	1.08	816,079	824,870
County Total	1.08	816,079	824,870
<b>San Joaquin</b>			
Incorporated	0.88	550,642	555,501
County Total	0.95	689,194	695,749
<b>San Luis Obispo</b>			
Incorporated	0.60	151,338	152,247
County Total	0.52	264,557	265,930

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
San Mateo			
Incorporated	1.10	664,601	671,881
County Total	1.09	727,548	735,484
Santa Barbara			
Incorporated	0.55	288,018	289,611
County Total	0.71	419,220	422,215
Santa Clara			
Incorporated	1.60	1,727,466	1,755,154
County Total	1.57	1,812,694	1,841,236
Santa Cruz			
Incorporated	0.57	134,879	135,650
County Total	0.50	265,261	266,577
Shasta			
Incorporated	0.35	110,648	111,037
County Total	0.29	177,985	178,493
Sierra			
Incorporated	-0.40	749	746
County Total	-0.38	3,178	3,166
Siskiyou			
Incorporated	-0.14	20,591	20,562
County Total	0.00	44,721	44,720
Solano			
Incorporated	0.79	385,285	388,343
County Total	0.78	403,348	406,491
Sonoma			
Incorporated	0.58	340,738	342,727
County Total	0.57	486,298	489,091
Stanislaus			
Incorporated	1.32	408,241	413,644
County Total	0.92	519,339	524,124

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

## Resolution Exhibit B

Fiscal Year 2013-14

### Attachment C Annual Percent Change in Population Minus Exclusions\* January 1, 2012 to January 1, 2013

County	<u>Percent Change</u> 2012-13	<u>--- Population</u> 1-1-12	<u>Minus Exclusions</u> 1-1-13
Sutter			
Incorporated	0.81	73,588	74,182
County Total	0.77	95,119	95,851
Tehama			
Incorporated	0.51	22,122	22,234
County Total	0.58	63,206	63,573
Trinity			
Incorporated	0.00	0	0
County Total	-0.13	13,355	13,338
Tulare			
Incorporated	1.02	306,062	309,176
County Total	0.92	450,929	455,061
Tuolumne			
Incorporated	-0.06	4,850	4,847
County Total	0.15	51,243	51,322
Ventura			
Incorporated	0.78	730,745	736,471
County Total	0.73	824,599	830,652
Yolo			
Incorporated	1.11	178,831	180,813
County Total	0.81	204,349	205,999
Yuba			
Incorporated	1.06	15,578	15,743
County Total	1.12	70,969	71,766

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Resolution Exhibit "C"

Notice of Fiscal Year **2013-14** Appropriation Limit Adoption  
for County Government and Board of Supervisors Governed  
Special Districts and Service Areas in Compliance with  
Article XIII B of the State Constitution

Notice is hereby given that the Board of Supervisors of the County of Sonoma, as the governing body of said county and various Special Districts and County Service Areas, will complete the establishment of appropriations limits in compliance with Article XIII B of the State Constitution for said county including said Special Districts and County Service Areas, for the **2013-14** fiscal year, commencing July 1, **2013** and ending June 30, **2014**, and that supporting documentation will be available to citizens requesting them at the Office of the County Administrator, 575 Administration Drive, Room 104A, Santa Rosa, California on and after **August 26, 2013**. The governmental entities having appropriation and revenue limits established may include, but are not limited to, the Sonoma County Government; Water Agency; County Service Area #40 (Fire Services), County Service Area #41 (Multi-Services), Community Facilities Districts #4 (Wilmar), #5 (Dry Creek), and #7 (Mayacamas); Bittner Lane Permanent Road District; Monte Rosa Division #1 Permanent Road District; Peaks Pike Permanent Road District and Sonoma County Agricultural and Open Space District.

NOTICE IS FURTHER GIVEN that appropriation limits will be adopted on **September 10, 2013**, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California. In accordance with law, appropriation limits supporting documentation is available for review at the County Administrator's Office, 575 Administration Drive, Room 104, Santa Rosa, California.

VERONICA A. FERGUSON  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Clerk of the Board of Supervisors



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 17**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors/Board of Directors

**Board Agenda Date:** September 10, 2012

**Vote Requirement:** 4/5

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

**Staff Name and Phone Number:**

Christina Rivera 707-565-3779

**Supervisorial District(s):**

All

**Title:** FY 2012-13 Year End Report and Budgetary Adjustments

### **Recommended Actions:**

Accept FY 2012-13 Year End Report and Ratify Close of Books Budgetary Adjustments

### **Executive Summary:**

Annually staff reports to the Board the prior fiscal year General Fund ending balance and presents for approval the budgetary adjustments completed by the County Administrator and Auditor-Controller-Treasurer-Tax Collector staffs, which were necessary to close the books for prior fiscal year.

Total General Fund year-end actual fund balance available to finance the new fiscal year budget was \$17.5 million, exceeding by \$3.2 million the \$ 14.3 million assumed in the FY 2013-14 Adopted Budget. Consistent with Board of Supervisors' direction documented in the FY 2013-14 Adopted Budget resolution, the surplus was used to increase the General Reserve by \$2.9M and increase contingencies by \$297,057 for a total new Contingency beginning balance of \$3,557,057. Since \$18,825 has been approved for use by the Board this fiscal year. To date, the current FY 2013-14 available contingencies balance is \$3,538,231.

### General Fund

The FY 2013-14 Budget was financed in part by an estimate of General Fund dollars to be available at the end of FY 2012-13. The year end fund balance available represent savings from the prior fiscal operations where expenditures were less than budget and revenues were greater than budget at \$17.5 million. FY 2013-14 budget development assumed \$14.3 million in General Fund carryover savings. The \$3.2 million surplus in year-end savings was generated as follows:

- \$1.3 million unanticipated revenues in Court Support Services budget managed by County Administrator. State's 5 year audit successful completion allowed the release of \$700,000 set aside to address potential negative audit finding, and also translated into \$600,000 over remitted revenues to the state returned to the General Fund.
- One time \$1.7 million release to the General Fund from the Internal Service Fund, which is now

the accounting mechanism to account for prefunding retirement payments to the Sonoma County Employee Retirement Association.

- \$200,000 in overall departments' operating savings and/or increased revenue collected.

#### Other Funds

The fiscal books were also closed for all of the County's non-General Fund government funds. Per Board's FY 2013-14 Adopted Budget Resolution, the County Administrator and Auditor-Controller-Treasurer-Tax Collector, reviewed all funds to ensure funding designations or set asides for special purposes either as directed by the Board or dictated by external granting/legislative agencies are properly accounted. In the course of closing the fiscal books some designations were established and approximately \$4,000 mostly in Capital Projects residual balances transferred to the Capital Projects County Facilities Resource Fund. Before closing the fiscal year two General Fund designations were established as follows:

- \$2.8 million for pre-paid permit fees collected by Permit & Resource Management for reviews to be completed in the next couple of years. Designation represents yet to be earned revenues.
- \$343,446 for the Agricultural Commission for approved prior year expenses that will be re-budgeted into FY 2013-14 during 1<sup>st</sup> Quarter Consolidated Adjustments.

#### Year-End Closing Budgetary Adjustments

As past, each year there is a need for budgetary adjustments to reconcile appropriations within a Departments' internal budget units, some of the changes may include the use of available special fund balance and/or recognition of unanticipated revenue reimbursing expenditures exceeding budget, such as 2011 Public Safety Realignment. Consistent with prior years' practice and Board authority staff completed budgetary actions as described in the attached FYE 2012-13 Budgetary Adjustment Resolution. In total 53 adjustments increased expenditure authority by \$107 million offset by \$108.6 million in revenues, for a total all funds net cost FYE reduction of \$1.5 million derived from recognizing Redevelopment Agencies Dissolution residual funds received before the close of the books.

Of the total budgetary adjustments changes, those in the General Fund were \$6.5 million in expenditure and \$6.4 million in revenues, resulting in \$97,969 increased year-end net cost mostly in the Animal Care & Control (ACC) program. ACC increased cost represents year-end financial support for operations and for the effort of identifying an appropriate and effective Governance Model, as directed by the Board on 8/21/12.

The following lists significant Fiscal Year-End budgetary included in the attached Year-End Budget Adjustment Resolution:

- \$83 million to record annual pension transactions using an Internal Service Fund where employer contributions are collected for the purpose of funding the county's pension cost.
- \$9.3 million mostly due to recognition of Human Services 1991 Realignment final FY 12-13 allocation adjustment, including appropriations necessary to transfer \$3.4 million in prior year caseload growth backfills to the General Fund.
- \$4.5 million property tax apportionment from Dissolved Redevelopment Agencies allocated to the General Fund then transferred out to the new Reinvestment & Revitalization (R&R) fund as a revenue. R&R was established by the Board to finance, amongst other program, the priority projects initiated by the former unincorporated area Redevelopment Agencies.



- \$3.5 million represents various Transportation & Public Works programs' budget adjustments including \$1 million for proper year-end transaction for the Consolidated Lighting District and \$1 million for federally funded Bridge projects' expenses.
- \$1.4 million in General Fund both revenue and expenditure appropriations to address a state audit request to record the annual county services cost allocation as a Roads program cost.
- \$1.3 million accounting appropriations necessary to terminate the Hospital Close-Out fund, which included using \$235K from Internal Service Fund for Medical Malpractice to cover retiree medical costs for former hospital retirees.
- \$1.1 million to properly record accounting of the amortization of the Human Resources Management System

The attachment to the enclosed Budgetary Adjustment Resolution includes descriptions for all year-end requested changes under the Board authority delegated to the County Administrator and Auditor-Treasurer-Tax Collectors for the purpose of timely and properly closing and balancing the 2012-13 fiscal year.

**Prior Board Actions:**

06/11/2013 Resolution adopting FY 2013-14 Budget authorized CAO and ACTTC to take actions necessary to close FY 2012-13 fiscal year end books and assign year-end fund balances based on prior Board direction.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

Fiscal year-end report ensures sufficient resources are available for the new fiscal year budget and document for fiscal transparency the necessary budgetary adjustments completed by staff.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$ 6,599,701
Add Appropriations Req'd.	\$ 107,053,317	State/Federal	\$ 10,667,187
	\$	Fees/Other	\$ 89,786,429
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 107,053,317</b>	<b>Total Sources</b>	<b>\$ 107,053,317</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Fiscal year end 2012-13 close of books budgetary adjustments increased expenditure authority by \$107 million, which was offset by \$108.6 million in upgraded revenues and/or use of available fund balances. Thus, resulting in a total year-end net cost reduction for all funds of \$1.5 million.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
Fiscal Year-End 2012-13 Budgetary Resolution			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None			



County of Sonoma  
State of California

Date: September 10, 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 Sonoma  
County Community Development Commission, Adjusting The Adopted FY 2012-  
13 Budget. (4/5 Vote Required.)**

**Whereas**, the Board has adopted the Fiscal Year 2012-13 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

**Whereas**, the Government Code allows for adjustments to the Adopted Budget during the 2012-13 Fiscal Year, and

**Whereas**, the Board authorized the County Administrator and the Auditor Controller Treasurer Tax Collector to make necessary adjustments to the budget in order to facilitate appropriate closing of the books at fiscal year end.

**Now, Therefore, Be It Resolved** that approval of the actions of the County Administrator and County Auditor-Controller adjusting the Fiscal Year 2012-13 Adopted Budget for the attached increases/decreases listed in Exhibit "A" is hereby confirmed.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

<b>FY 12-13 Year End Budget Adjustment</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<b>Community Development Commission</b> Use of unreserved Housing Assistance fund balance to cover final program expenses (\$550k) and reimburse department for administrative costs (\$62K).	612,000	31,000	581,000
<b>Sonoma County Water Agency</b>  Additional appropriations for final power purchase payments, staff costs allocated to Airport-Larkfield-Wikiup Sanitation Zone, and audit adjustment to move costs from capital to operations for replacement filters. Transfer WA General Fund to the Water Conservation Fund for final claims and to the Sustainability Fund covering costs for closed projects.	790,183	153,055	637,128
<b>Health Services</b>	0	126,423	(126,423)
<b>Health Services-General Fund</b>	126,423	0	126,423
Increased General Fund support to Animal Care and Control to cover employee back-pay requirements and costs associated with the Animal Services Workgroup - Governance Model effort.			
<b>Fire &amp; Emergency Services</b>	0	14,281	(14,281)
Increase appropriations to transfer property tax received in CSA 40 to CSA 40/Sea Ranch financing year-end operating expenses.			
<b>Human Services</b>	9,249,770	9,249,770	0
<b>Human Services-General Fund</b>	28,097	28,097	0
Recognition of revenues and expenses for 1991 Realignment funded Human Services programs. Including \$3.4 million prior years' caseload growth payment.			
<b>Salmon Creek Water District</b>	7,250	26,250	(19,000)
Appropriate unanticipated revenue to cover administrative staffing costs (\$6,250), Special Projects fund balance for administration of USDA grant/loan program for system wide improvements (\$20,000), and use fund balance for unanticipated legal services (\$1,000).			
<b>County Counsel-General Fund</b>	15,000	15,000	0
Increase revenue and expenditure appropriations related to negotiating the Intergovernmental Mitigation Agreement with the Federated Indians of Graton Rancheria.			
<b>Auditor Controller Treasurer Tax Collector</b>	83,880,151	82,744,212	1,135,939
Increase appropriations to properly record annual transactions in the retirement and pension Internal Service Fund (\$82,744,212), and account for the amortization of the Human Resources Management System (\$1,135,939).			

<b>FY 12-13 Year End Budget Adjustment</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<b>Information Systems Department</b>	364,063	40,266	323,797
<b>Information Systems Department-General Fund</b>	439,103	467,557	(28,454)

Appropriate revenue and expenses for Public Safety Consortium radio services \$250K/\$250K respectively; recognize unanticipated hardware expenses of \$647k offset by \$261K in reimbursements/charges; and miscellaneous balancing of expenses -\$93K and revenue -\$3K.

<b>TPW</b>	3,525,903	3,458,903	67,000
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Administrative adjustment to properly record A-87 costs for state audit compliance (\$1,396,128), appropriate Rio Nido Lighting Fund balance for expense of traffic radar system (\$45,000), appropriations to set aside the Road Maintenance District formation funding (\$350,000), adjustments to reflect consolidation of various small lighting districts into Countywide Lighting District under CSA #41(\$1,041,075), transfer appropriations between funds to cover Bridge expenditures pending federal reimbursement (\$1,000,000), record reimbursement for electric vehicle charging stations installed at the Airport (\$21,700), and use of Salmon Creek fund balance to cover administrative costs.

<b>Sheriff's Office</b>	361,228	361,228	0
Adjustments to record year-end Public Safety Realignment revenues and expenditures.			

<b>PRMD-General Fund</b>	24,474	24,474	0
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Increase appropriations for IT Projects for the permitting software RFP work financed from unanticipated permit revenue.

<b>Non-Departmental: Open Space Special Tax Account</b>	0	204,142	(204,142)
Transfer of undesignated fund balance to cover annual debt service for Measure F Revenue Bonds.			

<b>Hospital Closeout</b>	1,341,581	864,565	477,016
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Appropriations in the Hospital Closeout Fund and Medical Malpractice Fund to cover retiree health care premiums and to record accounting transactions to terminate the Hospital Closeout Fund.

<b>Clerk-Recorder-Assessor</b>	85,000	85,000	0
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Record year-end administrative costs and reimbursements from the various department programs.

<b>FY 12-13 Year End Budget Adjustment</b>	<b>Gross Expenditure</b>	<b>Revenue and Reimbursement</b>	<b>Net Cost</b>
<b>Human Resources</b>	235,000	0	235,000
Transfer from Medical Malpractice Internal Service Fund to Hospital Close-out budget to cover retiree health premiums.			
<b>District Attorney</b>	29,939	29,939	0
Adjustments to record year-end Public Safety Realignment revenues and expenditures.			
<b>Probation</b>	0	188,520	(188,520)
Reclassify appropriations to transfer Supervised Adult Crew equipment replacement funds to department's operating budget for expenses incurred.			
<b>Non-Departmental</b>	0	4,542,022	(4,542,022)
<b>Non-Departmental-General Fund</b>	5,938,150	5,938,150	0
Appropriate year-end remaining Redevelopment Dissolution Agencies' residual and asset distribution funds received in the General Fund (\$4.5M), which are subsequently appropriated as a transfer from General Fund (\$4.5M-expense) to the new Reinvestment & Revitalization fund (\$4.5M-revenue). In addition, \$1.4M in revenue and expense is recognized to properly account for General Fund support to Roads for county services costs, as prescribed by recent state audit.			
Non-General Fund	100,482,069	102,119,577	(1,637,508)
General Fund	6,571,247	6,473,278	97,969
<b>Total Requested Adjustments</b>	<b>107,053,316</b>	<b>108,592,855</b>	<b>(1,539,539)</b>



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 18**

(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:** September 11, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Counsel

**Staff Name and Phone Number:**

**Title:** Conflict of Interest Code Review.

### **Recommended Actions:**

Approve Conflict of Interest Code of the Sonoma Clean Power Authority.

### **Executive Summary:**

State law requires that each local agency adopt a conflict of interest code identifying those positions in which officers or employees make decision affecting government spending (“designated employee”), and the types of personal interests which could be affected by those decisions (“disclosure categories”). The Sonoma Clean Power Authority adopted a conflict of interest code on August 1, 2013.

Under the Political Reform Act, Gov. Code §87303, a conflict of interests code is not effective until it is approved by the agency’s code reviewing body. The Sonoma County Board of Supervisors serves as the code reviewing body for the Sonoma Clean Power Authority. The Sonoma Clean Power Authority now submits its Conflict of Interest Code for approval.

County Counsel has advised that the Code as submitted appears to comply with the requirements of the Political Reform Act, and recommends that the Code be adopted.

### **Prior Board Actions:**

Approved Sonoma Clean Powers Authority Joint Powers Agreement – 12/4/12; Adopted Ordinance 6016 Authorizing Implementation of Sonoma Clean Power Community Choice Aggregation Program – 12/11/12

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

The code is designed to ensure proper conduct and inform the public of such potential conflicts.

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

This action is administrative in nature; no budgetary impacts are associated with this action.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

SCPA Resolution Approving Conflict of Interest Code

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





# County of Sonoma

## State of California

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Date: September 10, 2013

Resolution Number: \_\_\_\_\_

4/5 Vote Required

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### **Resolution of the Board of Supervisors of the County of Sonoma, State of California, Approving a Conflict of Interest Code for the Sonoma Clean Power Authority**

**Whereas**, the Political Reform Act, Government Code section 81000 et seq. requires state and local government agencies to adopt conflict of interest codes; and

**Whereas**, the Board of Supervisors is the code reviewing body for agencies within the geographic jurisdiction of the County, and charged with the responsibility of ensuring that the codes comply with law; and

**Whereas**, the Sonoma Clean Power Authority has adopted a conflict of interest code to specify positions where Board members, employees, and committee members participate in decisions that affect financial interests; and

**Whereas**, County Counsel has reviewed the code and determined that it complies with the Political Reform Act.

**Now, Therefore, Be It Resolved** that the conflict of interest code of the Sonoma Clean Power Authority is approved. The Clerk is directed to send a copy of this resolution to the Sonoma Clean Power Authority and County Counsel.

#### **Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

RESOLUTION NO. 2013-0002

RESOLUTION OF THE BOARD OF DIRECTORS OF SONOMA CLEAN POWER  
AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE

---

WHEREAS, the Political Reform Act, Government Code sections 81000 et seq., requires state and local government agencies to adopt conflict of interest codes, and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code and which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act, and

WHEREAS, the Sonoma Clean Power Authority (“Authority”) Board of Directors (“Board”) has determined that the Authority should have a conflict of interest code, and wishes to adopt this standard code and designate which officers and employees should disclose financial interests and describe which interests must be disclosed:

NOW, THEREFORE, BE IT RESOLVED THAT:

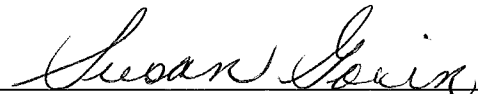
1. The terms of the model code contained in 2 Cal. Code Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix A and Appendix B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Sonoma Clean Power Authority. The current version of the model code is attached hereto as Appendix C.

2. Pursuant to Section 4 of the model code, designated officers and employees shall file statements of economic interest with the Board of Directors of the Authority. Any Authority board member or other designated employee already required to submit a disclosure statement (Form 700) pursuant to Government Code section 87203 may submit a copy of that statement in lieu of any filing required by this code provided that no additional disclosure would be required by this code.


3. The Board hereby directs the Chief Executive Officer to arrange for the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in employee or official designations. If no revisions to the Code are required, the Authority shall submit a report to the Board of Supervisors of Sonoma County no later than October 1 of the same year, stating that amendments to the Code are not required.

ADOPTED AND APPROVED by the Board of Directors of the Sonoma Clean Power Authority this 1st day of August, 2013, by the following vote:

Director		Aye	No	Absent/Abstain
Sonoma County #1	Gorin	X		
Sonoma County #2	Zane	X		
Windsor	Okrepkie	X		
Cotati	Landman	X		
Sebastopol	Kyes	X		
Sonoma	Barbose	X		
Santa Rosa #1	Ours	X		
Santa Rosa #2	Swinth	X		

  
Chair, Sonoma Clean Power Authority

Attest:

  
Secretary, Sonoma Clean Power Authority

## APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Member of the Board of Directors	1, 2, 3, 4
Member of the Board of Directors (Alternate)	1, 2, 3, 4
Chief Executive Officer	1, 2, 3, 4
General Counsel	1, 2, 3, 4
Communications Director/Marketing Staff	1, 2, 3, 4
Members of the Ratepayer Advisory Committee	1, 2, 3, 4
Members of the Business Operations Committee	1, 2, 3, 4
Consultants	5

## **SONOMA CLEAN POWER AUTHORITY – CONFLICT OF INTEREST CODE**

### **APPENDIX B**

#### **CATEGORY 1**

Persons in this category shall disclose all interests in real property located within the jurisdiction of the Sonoma Clean Power Authority. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within, or not more than two miles outside of, the boundaries of the jurisdiction, or within two miles of any land owned or used by the Authority.

Persons are not required to disclose property used primarily as their principal residence or any other property that they utilize exclusively as their personal residences.

#### **CATEGORY 2**

Persons in this category shall disclose reportable income from persons or business entities that contract with the Authority or that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.

#### **CATEGORY 3**

Persons in this category shall disclose reportable investments in business entities that contract with the Authority or that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.

#### **CATEGORY 4**

Persons in this category shall disclose reportable business positions in business entities that contract with the Authority or that provide, plan to provide or have provided within two years from the time a statement is required under this Conflict of Interest Code, contractual services, or other services, supplies, materials or equipment of the type utilized by the Authority.

#### **CATEGORY 5**

For consultants who serve in a staff capacity with the Authority, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

For consultants who do not serve in a staff capacity, the following disclosure categories shall be used:

Persons required to disclose in this category must disclose pursuant to subcategories A, B, C, and D below unless the Chief Executive Officer Director determines in writing that a particular

consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C, or D.

Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and must be retained for public inspection in the same manner and at the same location as the Authority's conflict of interest code.

- A. Reportable interests in real property in the jurisdiction as specified above in Category 1.
- B. Reportable personal and business entity income, as specified above in Category 2.
- C. Reportable investments, as specified above in Category 3.
- D. Reportable business positions, as specified above in Category 4.

## **Sonoma Clean Power Authority – Conflict of Interest Code**

### **Appendix C**

#### **Provisions of FPPC Model Conflict of Interest Code as of August 1, 2013**

##### Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

##### Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

##### Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and
- (C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

#### Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.

#### Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

#### Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the



making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

#### Section 6. Contents of and Period Covered by Statements of Economic Interests.

##### (A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

##### (B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

##### (D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

#### Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

##### (A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

Section 8.1. Prohibition on Receipt of Gifts in Excess of \$440.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$440 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made

or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

### Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece,

aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

#### Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of \$100 or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

#### Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$440 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

#### Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

#### Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

#### Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

#### Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

#### Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 19**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1877

**Supervisorial District(s):**

Second, Third

**Title:** Consolidation of Elections.

### **Recommended Actions:**

Adopt resolution authorizing the City of Rohnert Park to consolidate elections, as allowed by Elections Code §10402. Consequently, the City of Rohnert Park measure will be placed before the voters on November 5, 2013.

### **Executive Summary:**

The Consolidated Elections are set to be held on Tuesday, November 5, 2013. A local agency has called an election in its area for the same date and has requested consolidation as authorized by state law. Elections Code §10402 provides that elections called on the same day may be consolidated, and as provided by Elections Code §10416, costs of the election are shared among the entities involved.

A copy of the resolution received in this office from the local agency wishing to consolidate with the Consolidated Elections is on file with the clerk.

As of August 9, 2013, the consolidation deadline, the following city has requested consolidation to place a measure on the November 5, 2013, ballot:

**CITY:** City of Rohnert Park.

### **Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

By consolidating with elections held on the same day, there are some shared costs between jurisdictions.



**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

Total costs of the election will be shared among all entities involved.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Resolution.

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

Copy of resolution from local agency.



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Authorizing Consolidation of any Local Election Which May Be Held on Tuesday, November 5,  
2013.**

**Whereas,** Tuesday, November 5, 2013, is an established election date; and

**Whereas,** Elections Code §10402 provides that when two or more elections for local jurisdictions are called to be held on the same day, they may be consolidated upon the order of the governing body;

**Now, Therefore, Be It Resolved** that the Board of Supervisors does hereby authorize the consolidation of any local election which may be held on Tuesday, November 5, 2013, provided that the local jurisdiction calling the election pay its pro-rata share of the costs incurred throughout the conduct of said election.

**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: 20**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services

**Staff Name and Phone Number:**

Gene Clark, 707-565-2463

**Supervisorial District(s):**

All

**Title:** Amendment #1 to PSA with Management Partners

### **Recommended Actions:**

Authorize the General Services Director to execute an amendment to the Agreement for Professional Services with Management Partners for real estate services, to increase the funding by \$25,000, for a total agreement of \$120,000.

### **Executive Summary:**

**Background.** General Services initially performed a competitive process for a real estate operational assessment and awarded an agreement to Management Partners, a firm specializing in organizational analysis and consulting for government entities. When the assessment was taking place, the real estate manager retired. Management Partners then identified an expert in public sector real estate to assist with running the county's real estate operations on an interim basis. The services include drafting, reviewing and editing licensing agreements, performing negotiations and reviewing appraisals and property lease opportunities. General Services is requesting Board approval to increase the expenditure authority for the existing professional services agreement ("PSA") between the County and Management Partners. Ratification of the initial PSA was approved by your Board on January 29, 2013, and subsequently executed on January 29, 2013, in the amount of \$95,000. Staff proposed the contract, as a means to continue to provide the real estate services required for existing, incoming and projected workload in response to the unanticipated retirement of the former real estate manager. The contract provided the Department consultant resources with public sector real estate expertise and experience.

Concurrent with procuring consultant resources, staff has been engaged with the Human Resources Department ("HR") in evaluating the real estate staff resources required by the Department. In response to a recently completed assessment of functions and composition with like counties, HR is in the process of processing revisions to the classification through the Civil Service Commission ("CSC"), which is scheduled for September 5<sup>th</sup>, 2013. Final action and adoption of the recommended revisions is required before the Department can recruit and hire an in-house real estate resource.

Staff has determined that continued, additional real estate consultant services are required for assistance with various projects, including, but not limited to, multiple communication tower site lease and property acquisitions, the pending Sutter Hospital relocation and lease termination; subsequent real estate actions pertaining to the new Santa Rosa Criminal courthouse; securing and leasing office space for multiple department programs on behalf of Human Services, Health Services, Clerk-Recorder-Assessor and the Economic Development Board; and dealing with the Tidelands leases.

**In-House Real Estate Resource Recruitment.** As previously noted, General Services is working with the Human Resources Department to update the job classification for the real estate manager recruitment, which also requires assessment and approval by the CSC. Upon approval by the CSC, the job classification must then receive Board approval. Pending the recruitment and hiring of a new real estate manager, staff anticipates the necessity for the continued services of Management Partners through December 31, 2013.

**Funding.** Staff is requesting Board approval to increase the expenditure authority for the existing PSA with Management Partners, which expires on January 9, 2014. The additional cost of services associated with this amendment will not exceed \$25,000, for a total cumulative contract value of \$120,000. Costs were appropriated and included under the General Services Real Estate Fiscal Year 13-14 budget.

**Recommendation:** Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute an amendment to the Agreement for Professional Services with Management Partners, to increase the funding by \$25,000, for a total agreement of \$120,000.

**Prior Board Actions:**

01-29-13 – Approved ratification of the agreement for professional services with Management Partners

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

The proposed amendment will assist the County in meeting its mandated responsibility to provide timely and efficient services, by meeting the real estate-related needs of County departments, who provide those program services to its clients.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 25,000	County General Fund	\$ 25,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 25,000</b>	<b>Total Sources</b>	<b>\$ 25,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The costs for the proposed amendment to the PSA or Management Partners are being offset by the cost savings realized from the vacancy of the FTE real estate manager position.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

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

Copy of proposed amendment.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 21**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** General Services / Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

Gene Clark, General Services, 565-2463  
Ray Leonard, Clerk-Recorder-Assessor, 565-1880

**Supervisorial District(s):**

3<sup>rd</sup> District

**Title:** Lease amendments for the Clerk-Recorder-Assessor warehouse space at 3343 Industrial Drive Unit #3 and 3345 Industrial Drive, Unit #13, Santa Rosa

### **Recommended Actions:**

Authorize the General Services Director to execute lease amendments for Clerk-Recorder-Assessor warehouse space with: (A) the Linda Chambers Bianchi Survivor's Trust, for approximately 3,029 sq. ft. of storage space at 3343 Industrial Drive, Santa Rosa to: 1) extend the respective terms through June 30, 2014; 2) increase the monthly payments by 1%; and 3) provide for discretionary termination of the lease; and (B) Michael and Sheila Biaggi, for approximately 3,029 sq. ft. of storage space at 3345 Industrial Drive, Santa Rosa, in order to: 1) extend the respective terms through June 30, 2014 at the current monthly rate; and 2) add options to extend the lease term annually, for up to three years at no additional cost.

### **Executive Summary:**

In June, 1994, the Human Services Department ("HSD") entered into a lease with Michael and Sheila Biaggi ("Unit #13 Landlord"), for approximately 3,029 rentable sq. ft. of warehouse space located at 3345 Industrial Drive, Unit #13, Santa Rosa ("Unit #13"). In 2005, HSD vacated Unit #13 and moved its equipment to HSD's leased location at 3600 Westwind Boulevard, Santa Rosa. The Clerk-Recorder-Assessor ("CRA") subsequently took over the Unit #13 lease, and this lease expired on June 30, 2011. County is currently holding over on a month-to-month basis.

In May, 2002, HSD entered into a lease with the Linda Chambers Bianchi Survivor's Trust ("Unit #3 Landlord"), for approximately 3,029 rentable sq. ft. of warehouse space located at 3343 Industrial Drive, Unit #3, Santa Rosa ("Unit #3"). In 2005, HSD vacated Unit #3 and likewise moved its equipment to 3600 Westwind Boulevard, and CRA subsequently took over the HSD lease for Unit #3. The Unit #3 lease expired on April 30, 2010, and County is currently holding over on a month-to-month basis.

**CRA warehouses:** CRA leases Unit #3 and Unit #13 warehouse locations for storage of their voting supplies, machines and equipment, and other items for its Registrar of Voters Division ("ROV"). In the past year CRA has been working with the General Services Department to develop a long-term strategy

to provide sufficient space for CRA's administrative offices as well as warehouse storage. To date a viable office space and warehousing option has not been identified.

In the interim and pending any future relocation of CRA administrative offices and/or warehouse storage, CRA desires to extend its current leases for Unit #3 and Unit #13 for continued storage of its ROV equipment and materials. The Unit #3 lease expired on April 30, 2010, and the Unit #13 lease expired on June 30, 2011. The County continues to lease these premises on a month-to-month basis under preset continuation terms and conditions, however there are no additional options remaining to extend the lease terms. Thus, the intent is to amend the lease terms allowing extension through 2014 and to provide for additional extension options for Unit #13 should ROV have the need to use the warehouse spaces after 2014. CRA has indicated that there is a continued need for both warehouse spaces through June 30, 2014. There is no suitable vacant County-owned space available for this purpose and the leased locations continue to meet the needs of CRA-ROV. General Services staff will continue to work closely with CRA-ROV staff to ensure that any significant changes will be managed in such a manner so as to reduce impact on CRA-ROV staff during election cycles, as well as potential relocation costs.

Staff is recommending that both leases be extended based on the continued need for warehouse space for CRA ROV equipment storage. The proposed monthly rents were developed after a review of comparable space availability and suitability in the area, and the costs and time associated with relocation of these warehouse spaces.

**Proposed Lease Amendment Terms.** Staff has negotiated amendments for both leases, the proposed terms of which are as follows:

**3345 Industrial Drive, Unit #13:**

**Initial Term:** The initial term would be extended through June 30, 2014.

**Rent:** No increase. Rent would remain flat at \$2,660 per month (\$0.88 per sq. ft. (psf)) for the period of July 1, 2012 through June 30, 2014, and for the additional three, 1-year options, if these options are exercised by County. This rental rate appears reasonable, given that CRA has leased this space since 1994 and there is a cost savings realized as there would be no business disruption and/or relocation expenses if CRA were to move to another facility location. In addition, the rent will be kept flat for the proposed four-year extended term, therefore protecting the County from any potential increases due to CPI and/or increased market demand because of the improved real estate market.

**Options:** Three, 1 -year options to extend the lease term.

**Termination:** County may terminate the lease with 30 days' written notice for non-appropriation of funds. County may terminate the lease, for any reason, with 90 days' written notice, and payment of a termination fee (\$125 multiplied by the number of whole months remaining in the initial term.) (According to the terms of the proposed amendment, the initial term would expire on June 30, 2014.)

**3343 Industrial Drive, Unit #3:**

Initial Term: The initial term would be extended through June 30, 2014.

Rent: Rent would increase from \$2,332 per month (\$.77 psf) to \$2,362 per month, or \$0.78 psf for the period of May 1, 2013 – June 30, 2014, representing a 1% increase from the current rent of \$2,332 (\$.77 psf). This rental rate appears reasonable, given the location of the premises and office/warehouse rental rates in Santa Rosa. Comparatively, current monthly rental rates for the adjacent Units #14 and #15 are \$0.92 psf and \$0.82 psf, respectively.

Options: The landlord for this property (Unit #3) currently has the property listed for sale, but is willing to extend County’s lease through June 30, 2014, with no options. Staff has been in contact with the landlord for Unit #13, who indicated there may be an opportunity for CRA to lease a warehouse space coming available in February, 2014, and in close proximity to Unit #3. Lease of this future space may allow CRA to relocate ROV equipment and materials without undue hardship to CRA and the program.

Termination: County may terminate the lease with 30 days’ written notice for non-appropriation of funds, and may terminate the lease for any reason with 90 days’ notice to the landlord.

**Recommendation:** Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute lease amendments with (1) the Linda Chambers Bianchi Survivor’s Trust, for approximately 3,029 sq. ft. of storage space at 3343 Industrial Drive, Unit #3, Santa Rosa; and (2) Michael and Sheila Biaggi, for approximately 3,029 sq. ft. of storage space at 3345 Industrial Drive, Unit #13, Santa Rosa, in order to: 1) extend the respective terms through June 30, 2014; 2) revise the monthly payments; 3) add options to extend the lease term for Unit #13; and 4) provide for discretionary termination for the Unit #3 lease.

**Prior Board Actions:**

Please see attached summary of prior Board actions.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

The extension of the subject leases provide the CRA-ROV Division with access to their ROV equipment necessary to provide and conduct election services.



<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 60,335	County General Fund	\$ 60,335
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 60,335</b>	<b>Total Sources</b>	<b>\$ 60,335</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>The rent cost for the Unit #3 lease will be a monthly rate of \$2,362 effective July 1, 2013 through April 30, 2014, with a 1% annual increase effective May 1, 2014, for an adjusted monthly rent of \$2,392. through April 30, 2015. Total FY13-14 cost for the Unit #3 lease will be \$28,412.</p> <p>The rent cost for the Unit #13 lease will be a monthly rate of \$2,660 effective July 1, 2013 through June 30, 2013, with no annual increases thereafter for the initial term and/or option periods. Total FY13-14 cost for the Unit #13 lease will be \$31,923.</p> <p>The total budgeted amount for FY13-14 rent is \$60,335 for the Unit #3 and Unit #13 leases.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Summary of Prior Board Actions			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Copy of the proposed lease amendment for the 3343 Premises Copy of the proposed lease amendment for the 3345 Premises			

## SUMMARY OF PRIOR BOARD ACTIONS

### **Clerk-Recorder-Assessor, Registrar of Voters - 3343 Industrial Drive, Unit 3, Santa Rosa**

07/30/13 Authorized Board Clerk to publish notice of intent to execute lease amendment  
07/21/09 Authorized General Services Director to execute second amendment to lease  
07/17/07 Authorized General Services Director to exercise option to extend term of lease  
10/03/06 Authorized General Services Director to exercise option to extend term of lease  
10/04/05 Authorized General Services Director to exercise option to extend term of lease  
04/05/05 Authorized General Services Director to execute first amendment to lease  
10/29/02 Authorized General Services Director to exercise option to extend term of lease

### **Clerk-Recorder-Assessor, Registrar of Voters - 3345 Industrial Drive, Unit 13, Santa Rosa**

07/30/13 Authorized Board Clerk to publish notice of intent to execute lease amendment  
09/16/08 Authorized General Services Director to execute second amendment to lease  
01/31/06 Authorized General Services Director to exercise option to extend term of lease  
11/30/04 Authorized General Services Director to exercise option to extend term of lease  
11/04/03 Authorized Chairman to execute first amendment to lease  
09/28/99 Directed Real Estate Manager to exercise option to extend term of lease  
05/13/97 Directed Real Estate Manager to exercise option to extend term of lease



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 22**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Gene Clark, General Services, 707-565-2463  
Rita Scardaci, Health Services, 707-565-4700

**Supervisorial District(s):**

5<sup>th</sup> District

**Title:** Lease renewals for the Department Health Services for offices located at 16390 Main Street, Guerneville

### **Recommended Actions:**

Authorize the General Services Director to execute lease renewals for Department of Health Services offices with Veale Investment Properties, located within Suite B, at 16390 Main Street, Guerneville, California for (A) approximately 583 sq. ft. of office space for Women Infants & Children program services to: 1) extend the term of the lease through November 30, 2016 and 2) initially decrease the monthly payments 5%, then annual increases of 3% effective December 1, 2013 and 3) add options to extend the lease term for two additional years; and (B) approximately 1,748 sq. ft. of office space for Driving Under the Influence program services 1) extend the term of the lease through October 31, 2016; 2) initially decrease the monthly payments 4%, then annual increases of 3% effective November 1, 2013, and 3) add options to extend the lease term for two additional years.

### **Executive Summary:**

**WIC and DUI Program Offices.** In November, 2006, the County Department of Health Services (“DHS”) entered into a lease with the landlord, Veale Investment Properties (“VIP”), for approximately 583 sq. ft. of office space in the former Bank of America building, located at 16390 Main Street, Suite B, Guerneville, to provide office space for its Women, Infants & Children (“WIC”) and Driving Under the Influence (“DUI”) programs. WIC provides specific supplemental nutritious food and nutrition education to a specific target population as a short-term intervention and adjunct to ongoing health care. The supplemental foods provided by the WIC program are designed to meet the participants enhanced dietary needs for specific nutrients during brief but critical periods of physiological development. It is ‘short term’ in that on average WIC participants receive services for approximately two years. The DUI program provides education classes and individual sessions for individuals who have been convicted of a DUI. The program serves approximately 3,500 individuals annually throughout sites in Santa Rosa,

Guerneville, Sonoma and Petaluma. Currently the County is leasing this office space on a month-to-month basis, pending execution of the proposed lease amendment.

**Community Mental Health Centers.** In October, 2007, DHS entered into a second lease with VIP, for an additional, approximately 1,748 sq. ft. of office space at 16390 Main Street, Suite B, Guerneville. This site is part of the Behavioral Division’s Community Mental Health Centers (“CMHC”) program. CMHC provides services to 300 adults with serious mental illness who are homeless and/or have co-occurring alcohol and other drug problems, and those underserved ethnic minority community members. Regionally-based CMHC’s provide intensive community services and supports, enhancing mental health services throughout Sonoma County at sites in Guerneville, Petaluma, Sonoma and Cloverdale. Currently the County is leasing this office space on a month-to-month basis, pending execution of the proposed amendment.

**County Comprehensive Facilities Plan.** The County Comprehensive Facility Plan (“CCFP”) recommends increased consolidation of core DHS functions to achieve more efficient and effective service delivery. It also recognizes that some services are best delivered or accessed at locations that are more convenient to the target community for which the services are provided. Both FDM and DHS staffs have evaluated the need for lease space in Guerneville in light of the CCFP concept and determined that the services provided by these programs are best delivered at this outlying location. In short, there continues to be a need for DHS outreach services in north, south and west Sonoma County where the client base resides. Offering these services in West Sonoma County has allowed DHS to collaborate with other local social service providers, including West County Community Services, Russian River Counselors, River to Coast Child Care Services, Face to Face, and West County Health Services. As DHS intends to continue its programs at these locations, the County is currently leasing both locations on a month-to-month basis, pending execution of the proposed lease agreements. In view of the fact that DHS will be undergoing a needs assessment by M. Arthur Gensler Jr. & Associates as approved by your Board on July 30, 2013, should a finding be made that these leases are not compatible with the needs assessment, these leases may be terminated pursuant to the provisions included in each lease.

**Rental Analysis:** These offices are located in Guerneville in rural West County, which has extremely limited commercial office space available for lease. Taking into account the types of programs and services being offered, the amount of space required at each site, the limited availability in Guerneville and resultant rental rates in the area, the proposed rents are reasonable and within budget for the proposed use.

**Proposed Lease Amendment Terms.** Staff has negotiated terms for the proposed lease amendments, as follows:

**WIC and DUI Program Offices, 16390 Main Street, Guerneville (583 sq. ft.):**

Term: The initial term would be extended through November 30, 2016.

Rent: Rent would be held flat at the current amount of \$1,465.25 per month (\$2.51 per sq. ft.) through November 30, 2013. Rent would decrease to \$1,399 per month (\$2.40 per sq. ft.) effective December 1, 2013 through November 30, 2014,

representing a 5% decrease in monthly rent. Rent would be subject to 3% increases thereafter on December 1<sup>st</sup> of each year, including options.

**Lease Options:** The proposed amendment provides County with two, 1-year options to extend the lease through November 30, 2018.

**Termination:** County may terminate the lease with 30 days' written notice for non-appropriation of funds, and for any reason with 60 days' prior written notice.

**Community Mental Health Center, 16390 Main Street, Guerneville (1,748 sq. ft.):**

**Term:** The initial term would be extended through October 31, 2016.

**Rent:** Rent would be held flat at the current amount of \$3,541.31 per month (\$2.03 per sq. ft.) through October 31, 2013. Rent would decrease to \$3,408 per month (\$1.95 per sq. ft. per month) effective November 1, 2013 through October 31, 2014, representing a 4% decrease in rent. Rent would be subject to 3% annual increases thereafter on November 1<sup>st</sup> of each year.

**Lease Options:** The existing lease contains two, 1-year options to extend the lease through October 31, 2018.

**Termination:** County may terminate the lease with 30 days' written notice for non-appropriation of funds, and for any reason with 60 days' prior written notice.

**Recommendation:** Staff recommends that the Board authorize the General Services Director, or his Deputy, to execute lease amendments with Veale Investment Properties, for approximately 583 sq. ft. of office space and approximately 1,748 sq. ft. of office space, both located within Suite B, at 16390 Main Street, Guerneville, California, in order to: 1) extend the respective terms through November 30, 2016 and October 31, 2016; 2) revise the monthly payments, and 3) add options to extend the lease term for the Community Mental Health Centers lease.

**Prior Board Actions:**

**WIC and DUI Program Offices lease:**

07/30/13—Declared intent to enter into subject lease amendment

**DHS Community Mental Health Center lease:**

07/30/13—Declared intent to enter into subject lease amendment

10/09/07—Authorized General Services Director, or his Deputy, to execute subject lease

09/11/07—Declared intent to enter into lease with Veale Investment Properties

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

The proposed lease amendments will promote continuity in the delivery of needed services in West Sonoma County that are convenient and familiar to the clientele.

<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 58,583		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 58,583
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 58,583</b>	<b>Total Sources</b>	<b>\$ 58,583</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p><b>WIC and DUI Program Offices lease (583 sq. ft.):</b>  Rent costs for the lease will reflect a monthly rate of \$1,465 for the months of July 2013 through November 2013, with a 5% decrease in rent to \$1,399 per month, for the months of December 2013 through June 2014. Total rent for FY13-14 will be \$17,120.</p> <p><b>Community Mental Health Center (1,748 sq. ft.)</b>  Rent costs for the lease will reflect a monthly rate of \$3,548 for the months of July 2013 through October 2013, with a 4% decrease in rent to \$3,408 per month, for the months of November 2013 through June 2014. Total rent for FY13-14 will be \$41,462.</p> <p>Pursuant to the proposed amendments, the total FY13-14 rental costs for both leases would be \$58,583.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
None.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Copies of proposed lease amendments (2)			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 23**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, x7876; Alfredo Perez, x6627

**Supervisorial District(s):**

Countywide

**Title:** First 5 CARES Plus Matching Grant and Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to accept a matching grant award of \$450,000 for the CARES Plus Program from First 5 California.

Authorize the Director of Health Services to execute an agreement with the Sonoma County Office of Education to administer the CARES Plus Program for the period October 1, 2013 through June 30, 2016, in an amount not to exceed \$1,570,500.

### **Executive Summary:**

This item requests approval to accept a matching grant award of \$450,000 for the Comprehensive Approaches to Raising Educational Standards (CARES) Plus Program from First 5 California and approval of an agreement with the Sonoma County Office of Education (SCOE) to administer the CARES Plus Program for the period October 1, 2013 through June 30, 2016, in an amount not to exceed \$1,570,500.

The First 5 Sonoma County Commission is an agency of the County with independent authority over its strategic plan and local special revenue fund. As required by ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services. The actions requested in this agenda item are consistent with the goals and objectives approved in the First 5 Sonoma County Strategic Plan 2011-2020.

Developed by First 5 California, CARES Plus is a statewide professional development program designed to increase the quality of early learning programs for children 0 to 5 and their families by supporting the education and preparation of an effective, well-compensated, and diverse early learning workforce. The program provides stipends to early childhood educators who successfully complete defined coursework and training requirements and educational/professional development advisement sessions.

In March 2013 First 5 California issued a Request for Applications (RFA) for CARES Plus Round 2. First 5 Sonoma County responded to the RFA as the lead agency with SCOE as subcontractor. In June 2013 First 5 California notified First 5 Sonoma County of approval of a matching grant award of \$450,000

(\$150,000 annually) for the period July 1, 2013 through June 30, 2016.

Implementation of a CARES Program is a strategy in the First 5 Strategic Plan that was selected to increase the skills and qualifications of early care and education providers, thereby improving the developmental outcomes of children in their care. CARES Plus Round 2 will offer three separate components for participants aimed at increasing the effectiveness of early educators including increasing the quality of teacher-child interactions, increasing retention and wages of teachers in the Early Childhood Education field, and improving outcomes for children 0-5.

The Department recommends executing an agreement with SCOE to administer the CARES Plus Program for the period October 1, 2013 through June 30, 2016, in an amount not to exceed \$1,570,500. Funding for this agreement includes the \$450,000 First 5 California grant and \$1,120,500 from First 5 Sonoma County fund balance. The Purchasing Agent has determined that SCOE, through its Child Care Planning Council (CCPC), is the single source for CARES Plus. The CCPC has successfully administered CARES Plus and is the only entity with the experience and capacity to administer the program. CCPC is the only agency in the consortium with evaluators that have received specialized training. CCPC also has significant experience with designing the required professional development plans and with handling incentive stipends as required to accomplish the objectives of the CARES Plus Program.

Services that will be provided through this agreement include the following:

- Program development: Develop effectiveness and access plan, develop contracts for support services, train CARES Plus enhanced academic counselors (advisors), contract with and train peer cohort leaders, establish database collection and reporting systems, develop program materials, and perform translation and printing of program materials
- Outreach activities: Distribute targeted mailings and perform flyer placement; make presentations at settings such as professional associations, child care centers, and directors meetings; and perform outreach to family child care providers
- Application processing: Assist applicants in completing applications and assign applicants a CARES Academic Advisor
- Academic planning and support services: Assist in development of growth plans, provide support services participation guidance, assist with application and retention of California child development permits, and assist with textbook access programs
- Issue stipends
- Develop a project evaluation plan in consultation with First 5 staff and evaluators
- Collect and maintain detailed demographic data on populations served
- Cooperate in site visits and participate in the Commission's evaluation processes
- Provide progress reports

Anticipated enrollment in the first year is 217 participants with estimated stipends to child care teachers totaling \$286,436. The Commission has allocated funding to continue a local CARES Program for FY 13-14 and FY 14-15. First 5 will go back to the Commission in FY 13-14 to authorize the third year of funding for the CARES Program.

More about the CARES Program in Sonoma County:

Since 2004, CARES participants in Sonoma County have completed 7,132 academic units and 53 participants achieved academic degrees, ranging from associate's degree to graduate degrees. The program has provided advising and support to a total of 1,987 early care and education providers over



this period of time. Wages of providers have improved along with their qualifications. CARES Plus was awarded placement on Tier 2 of the Upstream Programs in September 2012.

In October 2012 an independent evaluation conducted by Learning For Action determined that the CARES Plus Program:

- Motivated Early Childhood Education providers to increase their educational attainment: 88% of successful participants reported that the program encouraged them to take new college courses toward a degree
- Promoted movement on the Child Development Permit Matrix: CARES Plus assisted 27 participants in applying for their first permit and helped 12 participants acquire or upgrade their permit level
- Supported ECE provider retention: 79% of successful participants reported that the program encouraged them to remain in the child care field
- Reduced barriers and increased support for ECE providers in their efforts to pursue higher education: 61% of successful participants benefitted from support services, and 81% utilized alternative educational options to address scheduling and transportation challenges

**Prior Board Actions:**

2/15/11 - Authorized acceptance of a matching grant award of \$375,000 for the CARES Plus Program from the State Children and Families Commission, adopted a resolution adjusting the FY 10-11 budget increasing revenue and appropriations by \$75,000 to fund the CARES Plus Program and authorized a contract with SCOE to administer CARES Plus in the amount of \$1,337,979. 2/9/10 - Authorized a contract amendment with SCOE increasing CARES amount by \$210,696 for FY 09-10 bringing the contract amount to \$2,144,248. 12/9/08 - Authorized a contract amendment with SCOE increasing CARES amount by \$111,787. 10/24/06 - Authorized acceptance of a matching grant award of \$236,943 for the CARES Program from the State Children and Families Commission. 1/27/04 - SCOE contract to implement CARES approved.

**Strategic Plan Alignment**      Goal 3: Invest in the Future

The CARES Plus Program is an example of investing in the future. CARES Plus provides for the professional development of early care and educators, which in turn enhances the quality of the community's early care facilities. High-quality early childhood programs are an upstream investment as they have been shown to reduce grade-level retention and special education placement while increasing school achievement and social skills.

CARES Plus is also consistent with the Commission's Strategic Plan Goal Area 3: *Ensure that Early Care and Education is High Quality* by enhancing early care environments through the professional development and retention of qualified early care providers.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 597,500	State/Federal	\$ 150,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 447,500
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 597,500</b>	<b>Total Sources</b>	<b>\$ 597,500</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The \$597,500 for the SCOE agreement, of which \$150,000 is state grant revenue from this award and \$447,500 is First 5 Sonoma County fund balance, will be added to the FY 13-14 Budget through the First Quarter Consolidated Budget Adjustment process. The additional \$973,000 for the SCOE agreement, of which \$300,000 is state grant revenue from this award and \$673,000 is First 5 Sonoma County fund balance, will be included in appropriate subsequent year budgets (FY 14-15: \$150,000 state grant revenue and \$336,500 First 5 Sonoma County fund balance; FY 15-16: \$150,000 state grant revenue and \$336,500 First 5 Sonoma County fund balance).

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

Agreement with Sonoma County Office of Education

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

None

AGREEMENT  
BY AND BETWEEN  
COUNTY OF SONOMA  
FIRST 5 SONOMA COUNTY  
AND  
SONOMA COUNTY OFFICE OF EDUCATION

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), on behalf of the First 5 Sonoma County Commission (hereinafter "Commission"), and Sonoma County Office of Education, a local educational agency, (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified education agency, experienced in the preparation and administration of child care provider education plans, trainings, stipends, and related services; and

WHEREAS, the First 5 Sonoma County Commission is an agency of the County with independent authority over the Strategic Plan and the local special revenue fund; and use of the term "County" in the Contract necessarily includes the Commission; and

WHEREAS, Commission desires to allocate Proposition 10 resources to implement a program to reimburse eligible early education and care providers for career-related educational expenses in accordance with the program goals and objectives outlined in the First 5 Sonoma County Commission Strategic Plan; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Contractor for the above services.

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.
- 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:

Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed one million five hundred seventy thousand five hundred dollars (\$1,570,500) without the prior written approval of County. Any remaining balance at the end of FY 13-14 and FY 14-15 shall automatically be carried forward to the subsequent fiscal year. 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 October 1, 2013 to June 30, 2016 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 9.10 (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 Health Services 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 9.4, Records Maintenance; (3) Section 9.4.1, Right to Audit, Inspect and Copy Records; (4) Section 9.14, 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 C, 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 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 seven (7) 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. 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.

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 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:                      Alfredo Perez, Executive Director  
First 5 Sonoma County Commission  
Department of Health Services  
490 Mendocino Avenue, Suite 202  
Santa Rosa, CA 95401  
[Alfredo.Perez@sonoma-county.org](mailto:Alfredo.Perez@sonoma-county.org)  
(707) 565-6627

TO: CONTRACTOR:                Carol Simmons, Program Coordinator  
Child Care Planning Council  
Sonoma County Office of Education  
5340 Skylane Blvd.  
Santa Rosa, CA 95403  
[csimmons@scoe.org](mailto:csimmons@scoe.org)  
(707) 524-2792

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.

∞ The remainder of this page has intentionally been left blank. ∞

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

CONTRACTOR:

\_\_\_\_\_  
Steven Herrington, Ph.D.  
Sonoma County Superintendent of Schools  
Sonoma County Office of Education

Date \_\_\_\_\_

COUNTY OF SONOMA:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Date \_\_\_\_\_

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

\_\_\_\_\_  
Division Director or Designee

Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

**Scope of Work / Plan for Reporting Results**

Covering period from October 1, 2013 to June 30, 2016

**Organization: Child Care Planning Council of Sonoma County**

**Project Title: Comprehensive Approaches to Raising Educational Standards (CARES) Plus**

**Project Summary: Supports the education, preparation and retention of an effective, well-compensated and diverse ECE workforce by providing financial incentives and support services.**

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. PROGRAM DEVELOPMENT  A. Develop Effectiveness and Access Plan  B. Develop contracts with SRJC, SSU and 4Cs for support services (Enhanced Counseling/Advising, Text Access, CLASS Support).  C. Train CARES Plus Enhanced Academic Counselors (Advisors)  D. Contract with and train Peer Cohort Leaders	August 2013	The CARES Plus Consortium will collaborate on the planning phase of program development, with the lead of the following personnel:  A. CCPC Coordinator  B. CCPC Coordinator  C. CCPC Coordinator, Program Specialist  D. CCPC Coordinator, Program Specialist	A. Effectiveness and Access Plan developed and ready for implementation  B. Contracts signed with SRJC and SSU for enhanced support services  C. Enhanced Academic Counselors (Advisors) will be trained and ready to support participants.  D. Peer Cohort Leaders and Cohort Liaison will be trained and ready to facilitate Cohort services	N/A

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
E. Set-up database collection and reporting systems  F. Develop program materials  G. Translate and print program materials		E. CCPC Coordinator, Program Specialist and Program Assistant  F. CCPC Coordinator, Program Specialist and Program Assistant  G. CCPC Coordinator, Program Specialist and Program Assistant	E. Database and reporting systems will be ready for implementation  F. CARES Plus flyer, forms and other materials will be ready for implementation.  G. Program materials will be translated to Spanish.	
2. OUTREACH: Conduct outreach activities, including, at a minimum:  A. Create outreach postcard, targeted postcard, and flyers in English and Spanish and distribute to all known child care providers (contact information provided by 4Cs and River to Coast Children’s Services). Place flyers at Resource & Referral agencies, SRJC, SSU, Head Start, Mentor Director Meetings, etc.  B. Make presentations at settings such as professional associations, child care centers, directors’ meetings (e.g. 4Cs Food Program, family child care association, Head Start, SSU classes, SSU faculty, SRJC classes, etc.).	April – Sept. 2013, 2014 and 2015  April-Sept. 2013, 2014 and 2015	A. CCPC Coordinator, Program Specialist and Program Assistant  B. Program Specialist	Flyers will be developed and disseminated.  A minimum of 5 Presentations will be made in the ECE community; at least 2 will be made in Spanish.	Program is known by 100% of early care and education providers in Sonoma County.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
C. Targeted outreach to Family Child Care Providers, Hispanics/Latinos and Primary Spanish-speakers.	April-Sept. 2013, 2014 and 2015	C. Program Specialist	Focused outreach materials will be sent to 100% of licensed family child care providers. 100% of outreach materials will be in Spanish as well as English	15% of enrolled participants will be family child care providers, 40% of enrolled participants will identify as Hispanic/Latino and 30% of enrolled participants will be those whose primary language is Spanish.
3. APPLICATION PROCESS:  A. Assist applicants, including non-English speakers, to complete applications at Enrollment appointments or workshops. Spanish language assistance will be available.  B. Assign each applicant to a CARES Academic Advisor.	July - Sept. 2013, 2014 and 2015	A. Program Specialist and Program Assistant  B. Program Specialist and Program Assistant	217 applications will be received in program year #1; 156 will be received in program year #2; 155 will be received in year #3..	N/A
4. ACADEMIC PLANNING AND SUPPORT SERVICES:  A. Participants will meet with CARES Academic Advisors, and have clear professional growth plans that address their goals and objectives, their selected component requirements and permit needs (if applicable) defined by their Advisors.	A. Soon after enrollment in CARES and at the end of the program year.	A. SRJC and SSU CARES Academic Advisors	A. In Year 1, 217 participants will enroll and meet with Academic Advisors. In Year 2, 156 participants will enroll and meet with Academic Advisors. In Year 3, 155 participants will enroll and meet with Academic Advisors.	A. 100% of successful participants will have professional development plans approved by the CARES Advisor, and will know which course-work will support their career pathway progress.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
<p>B. Participants will participate in a variety of support services (computer labs, CLASS Implementation support) and/or for Component B only: Peer Cohorts, Study Groups, Text Access Program.</p> <p>C. CA Child Development Permit: Component B participants will hold or apply for a California Child Development Permit. (RFA Narrative)</p> <p>D. Text Access: Participants attending SRJC will have access to a library textbook loan program. Participants of SRJC &amp; SSU will have access to a textbook voucher.</p>	<p>B. Throughout the program years.</p> <p>C. Througho ut the program years.</p> <p>D. Througho ut the program years.</p>	<p>B. Program Specialist and contracted personnel.</p> <p>C. Program Specialist</p> <p>D. Program Specialist</p>	<p>B.60% of successful participants will utilize one or more of the offered CARES Plus support services.</p> <p>C. Program Specialist will support participants in completing Permit Requirements.</p> <p>D. 100% of Participants in Component B attending SRJC will receive a Textbook Loan card; Component B participants at SRJC or SSU will receive a Textbook Voucher.</p>	<p>B. 75% of participants who received one or more support services will complete the activities in their professional development plan.</p> <p>20% of successful Component B participants will participate in Peer Cohorts.</p> <p>C. 100% of the successful Component B participants will hold/receive/upgrade Child Development Permits.</p> <p>D. 55% of the successful Component B participants who need to complete ECE coursework at SRJC will have economic barriers addressed by facilitated access to course materials (i.e. texts).</p>
<p>5. ISSUE STIPENDS</p>	<p>June – August 2013, 2014 and 2015</p>	<p>CCPC Coordinator, Program Specialist and Program Assistant</p>	<p>At least 60% of enrolling participants will successfully fulfill all program requirements, and will receive stipends in a timely manner (within 30 business days of approval).</p>	<p>60% of enrolled participants will be rewarded for academic and professional progress as demonstrated by completing CARES Plus requirements.</p>



**Scope of Work / Plan for Reporting Results  
 (continued)**

**Organization: Child Care Planning Council of Sonoma County/SCOE**

**Project Title: CARES Plus**

<b>Evaluation and Reporting</b>				
Develop an evaluation plan for the project in consultation with First 5 staff and evaluators.	First quarter of contract		Approved evaluation plan (Pathway to Results) in place.	N/A
Collect and maintain detailed demographic data on population(s) served	Ongoing		Duplicated and unduplicated counts of population(s) served to include: #’s of children 0-5 served gender, ethnicity, primary language, special need status of all service recipients, service provided, units of service, and length of service units	N/A
Prepare and submit timely progress reports in a format approved by First 5, including quarterly cumulative data summaries with client profiles. Cooperate in site visits, and participate in the Commission’s evaluation processes which may result in modification to the work plan and/or documentation procedures, as agreed to by the Commission and contractor.	Quarterly		Quarterly progress reports each year (due 10/31, 1/31, 4/30 and 7/31) Quarterly progress reports will include monthly data as well as the narrative “story” about the successes, challenges and lessons learned during the reporting period Quarter 4 progress reports to include cumulative year-end data summary and analysis of demographics for children 0-5	N/A

Exhibit B  
 Sonoma County Office of Education  
 CARES Plus Program  
 Multi-year Budget  
 2013-2016

		FY 13-14	FY 14-15	FY 15-16	Total Budget
<b>PERSONNEL COSTS</b>					
Title	Annual Salary/FTE				
CCPC Coordinator	\$88,815/.36 FTE	31,973	33,000	33,000	97,973
CARES Administrator	\$54,171/.84 FTE	45,504	46,000	48,000	139,504
Program Assistant	\$43,472/.75 FTE	32,604	33,000	34,000	99,604
<b>Sub-Total Salaries</b>		<b>110,081</b>	<b>112,000</b>	<b>115,000</b>	<b>337,081</b>
FRINGE BENEFITS @ 42-45%		47,117	49,000	51,000	147,117
<b>TOTAL PERSONNEL COSTS</b>		<b>157,198</b>	<b>161,000</b>	<b>166,000</b>	<b>484,198</b>
<b>OPERATING EXPENSES</b>					
Office Expenses		2,990	2,983	2,979	8,952
Communications		500	500	500	1,500
Copying/Printing/Other Services		3,400	3,400	3,400	10,200
Stipends		286,436	229,416	223,584	739,436
Subcontracts for Support Services		100,000	50,000	50,000	200,000
Support Services		1,000	1,000	1,000	3,000
Staff Travel and Conferences		1,500	1,500	1,500	4,500
Equipment		1,500	1,500	1,500	4,500
<b>TOTAL OPERATING EXPENSES</b>		<b>397,326</b>	<b>290,299</b>	<b>284,463</b>	<b>972,088</b>
<b>Subtotal</b>		<b>554,524</b>	<b>451,299</b>	<b>450,463</b>	<b>1,456,286</b>
7.75%/7.8%/8% SCOE Indirect Costs		42,976	35,201	36,037	114,214
<b>TOTAL CCPC/SCOE BUDGET</b>		<b>597,500</b>	<b>486,500</b>	<b>486,500</b>	<b>1,570,500</b>

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## 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. **First 5 Sonoma County Commission and the County of Sonoma, their 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: 24**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Animal Shelter Veterinarian Services Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute an agreement with John Strathman, DVM for veterinary services in the County animal shelter for the period September 14, 2013 to June 30, 2016 in an amount not to exceed \$334,969.

### **Executive Summary:**

This item requests approval to execute an agreement with John Strathman, DVM for veterinary services in the County animal shelter for the period September 14, 2013 to June 30, 2016 in an amount not to exceed \$334,969.

The Animal Care and Control Unit (ACC) of the Department of Health Services operates an open-admission shelter that takes in nearly 6,000 animals annually, primarily dogs and cats. ACC must provide appropriate veterinary care for every animal taken in at the shelter. Additionally, every dog and cat is spayed or neutered before being adopted out by ACC.

ACC does not have a veterinarian on staff and therefore contracts for veterinary care services for animals in its care. On June 18, 2013 the Department issued a Request for Qualifications (RFQ) inviting proposals for veterinary services to be provided at the County animal shelter. Consistent with the competitive procurement process, the RFQ was posted on the County purchasing website. The RFQ was also posted on the Department of Health Services website and emailed to local veterinarians, clinics, and the Redwood Empire Veterinary Medical Association.

One proposal was received, from Dr. John Strathman, the current veterinary services provider at the shelter. The proposal was evaluated based on criteria established prior to release of the RFQ, including demonstrated ability and experience in diagnosis and treatment of animal diseases, infectious disease prevention, and high volume spay/neuter surgery. Based on its review, the evaluation team, comprised of the president of the Redwood Empire Veterinary Medical Association and Department staff, recommends that the Board approve a veterinary services contract with Dr. Strathman.

In addition to the exemplary proposal score as determined by the evaluation team, during the years that

Dr. Strathman has provided care at the shelter he has contributed significantly to the overall health and well-being of shelter animals. His ability to perform safe and efficient high-volume spay/neuter surgeries provides an expedited path to adoptability for puppies and kittens. Dr. Strathman’s care and concern for special needs cases gives those animals an opportunity for an improved quality of life once they leave the shelter. He also established a partnership with Santa Rosa Junior College in which students enrolled in the veterinary technician curriculum intern in the shelter clinic to gain hands-on experience.

**Prior Board Actions:**

July 13, 2010 – Authorized a three-year veterinary services contract with Dr. John Strathman.

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

The veterinary services provided at the County Animal Shelter will provide care and ensure the health of homeless animals in Sonoma County.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 94,715	County General Fund	\$ 94,715
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 94,715</b>	<b>Total Sources</b>	<b>\$ 94,715</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The FY 13-14 Budget includes \$94,715 for this agreement. Funding for future years will be included in the appropriate year budgets (FY 14-15 \$120,127, FY 15-16 \$120,127).

**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:**

Agreement with John Strathman, DVM

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

None.

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2013, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and John Strathman, DVM, an individual (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified veterinarian, experienced in providing veterinary care and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Contractor for veterinary services;

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

AGREEMENT

1. 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 (Termination); 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.
- 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:

Contractor shall be paid for services on a time only basis as described in "Exhibit B – Budget" (hereinafter "Exhibit B") at the rate of **\$86.00 per hour** provided, however, that total payments to Contractor shall not exceed **\$334,969** for the term of the contract without the prior written approval of County (\$94,715 for FY 13-14, \$120,127 for FY 14-15, and \$120,127 for FY 15-16).

Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of 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(s) of the person(s) 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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 any of the following: (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 California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). 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 **September 14, 2013 to June 30, 2016** unless terminated earlier in accordance with the provisions of Article 4 (Termination) 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 business days' advance 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 (Termination for Cause), 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 County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of 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 that any State and/or Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that County has exhausted all funds legally available for payments due under this Agreement.

4.8. Contractor Right to Terminate

Contractor shall have the right, in his sole discretion, to terminate this Agreement by giving 30 days written notice to County.

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 Article 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 C, 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 Sections 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 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, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. 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.

9.4. 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 7 years following completion of work hereunder.

9.4.1. 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, monitoring the 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.

9.5. 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.

9.6. 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.

9.7. 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 County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8. 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.

9.9. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and 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 party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10. 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.

9.11. Authority

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

9.12. 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 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, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), 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.

9.13. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.14. 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 Section 9.15 shall survive termination of this Agreement.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party'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 party 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 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 (Termination).

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 party, 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:                      County of Sonoma  
   Animal Care and Control  
   Attn: Tammy Geronimo  
   1247 Century Court  
   Santa Rosa, CA 95403-1043  
   (707) 565-5403  
   Tammy.Geronimo@sonoma-county.org

TO CONTRACTOR: John Strathman  
14430 Morelli Lane  
Sebastopol, CA 95472  
(707) 326-0009  
Strathman14430@msn.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 Article 12.

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 party. 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.

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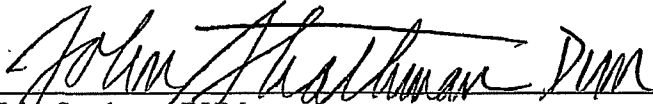


Contract No. 164350-6500-2125

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

**CONTRACTOR:**

  
\_\_\_\_\_  
John Strathman, DVM

8/30/13  
Dated


**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services


\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

8/30/13  
Dated

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

9/4/13  
Dated

### **Exhibit A. Scope of Work**

1. Provide veterinary services for animals at the Sonoma County Animal Shelter:
  - a) Preferred days/hours Monday-Friday 10am and 3pm and/or as needed.
  - b) Veterinary services include, but are not limited to, examination and treatment of animals for adoption, diagnosing and medicating of sick and injured impounded animals, and high-volume spaying and neutering of dogs, cats, and rabbits.
  - c) Direct and coordinate the implementation of the shelter medical program in collaboration with the Director of Sonoma County Animal Care and Control.
  - d) Provide clinical supervision of medical care provided to animals by Animal Health Technicians and ensure that all medical services are performed in compliance with all laws including the California Veterinary Medicine Practice Act.
2. Oversee administration of the rabies vaccination program, perform brain removals of rabies suspect animals (when trained staff is unavailable), and observe quarantined animals as directed by the Director of Animal Care and Control and/or the County Public Health Director.
3. Provide training and guidelines for County's staff on the care of impounded animals.
4. Provide consultation during animal cruelty investigations, including court testimony.
5. Provide telephonic veterinary consulting for Sonoma County Animal Care & Control Registered Veterinary Technicians regarding the health of impounded animals in accordance with the California Veterinary Medical Practice Act;
6. Maintain a Premise Permit and DEA Permit(s)/Registration for the agency.
7. Act as professional liaison with the veterinary community.

### **Exhibit B. Budget**

Contractor shall submit monthly invoices in arrears detailing actual hours of service provided in the following categories:

1. Veterinary exams and medical care
2. Surgeries including spay/neuter
3. Phone consultation with shelter staff
4. Shelter support including veterinary program development, staff training and consultation, meetings

Services shall be billed at 15-minute intervals, i.e. 0-15 minutes paid at 15 minutes etc.

### **Exhibit C. Insurance Requirements**

With respect to performance of work under this Agreement, Contractor 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 Contractor 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 Contractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees, Contractor 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 Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor 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 Contractor 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 Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limit: \$300,000 Combined Single Limit per Accident; or Bodily Injury: \$100,000 per person/\$300,000 per accident and Property Damage: \$50,000 per accident.
- b. Required Evidence of Insurance:
  - i. Copy of Auto Policy Declarations Page; or
  - ii. Certificate of Insurance

**4. Professional Liability/Errors and Omissions Insurance**

- c. Minimum Limit: \$1,000,000 per claim or per occurrence.
- d. 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.
- e. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- f. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- g. Required Evidence of Insurance: Certificate of Insurance.

**5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**6. Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. 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

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**7. Policy Obligations**

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

**8. Material Breach**

If Contractor 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 Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor 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: 25**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Endowment of 2002 Chevrolet Van and 2003 Eldorado Bus to Community Action Partnership for use in community outreach programs

### **Recommended Actions:**

Adopt a Resolution authorizing endowment of a 2002 Chevrolet van and a 2003 Eldorado bus to Community Action Partnership for use in providing transportation and outreach to the community.

### **Executive Summary:**

This item requests that the Board adopt a Resolution authorizing endowment of a 2002 Chevrolet van and a 2003 Eldorado bus to Community Action Partnership for use in providing transportation and outreach to the community.

As part of the FY 2001-2002 Budget, the Board allocated realignment funding in the amount of \$90,000 for the purchase of two paratransit vans for use by Friends Association of Services for the Elderly, otherwise known as Friends House, a local nonprofit organization. The vans were used by Friends House to provide transportation to Medi-Cal eligible seniors participating in the Adult Day Health Care program, allowing the seniors to delay or avoid admission to skilled nursing facilities. Friends House discontinued their Adult Day Health Care programs mid-July 2012 and their services and equipment were transferred to Southwest Community Center. Southwest Community Center determined they had no use for the vehicles and returned them to the Sonoma County Department of Health Services in 2012.

Government Code Section 25372 authorizes the Board to donate surplus personal property to tax exempt organizations that are organized to provide health or human services. The Department has determined that it has no use for the two paratransit vehicles and desires to make the resource available to a similar provider in the community. Estimated vehicle values are \$13,200 for the 2002 Chevrolet van and \$21,500 for the 2003 Eldorado bus. The van is equipped with a wheelchair ramp and the bus is equipped with a wheelchair lift.

In June 2013 the Department released a Request for Proposals to specific community organizations providing them the opportunity to submit proposals for use of the vehicles. The Department received a

single proposal from Community Action Partnership (CAP) to use the vans for their AVANCE Parent-Child Education and Pasitos Playgroups programs and provide transportation services for 60 Latino parents and children. Program participants primarily reside in the City of Santa Rosa.

The AVANCE Parent-Child Education Program provides weekly three-hour classes to low-income Latino parents who have children under age 3 and includes early education for the children. Classes focus on parent education, early childhood development, literacy, and school readiness and are conducted in Spanish. The program has been proven to significantly improve kindergarten readiness, maternal involvement in children’s education, maternal education, and to reduce reliance on public benefits over time. AVANCE children followed into the K-12 system showed increased attendance, reading and math proficiency, and high school graduation.

Pasitos Playgroups for Spanish-speaking parents and their 3 and 4-year olds effectively prepare children for school success while providing parents with a social network. Culturally competent strategies for fostering positive child development and early literacy and for nurturing family relationships are modeled by family advocates. Families are linked to resources for parenting, health, nutrition, and special needs, as well as facilitated enrollment in preschool or Head Start.

**Prior Board Actions:**

On September 10, 2002 the Board approved a Capital Grant Agreement with Friends Association of Services for the Elderly, dba Friends House for use of the two paratransit vehicles.

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

These vehicles will support programs which provide important services to the community and opportunity to those served.

**Fiscal Summary - FY 13-14**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

N/A



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



County of Sonoma  
State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Donation of a 2002 Chevrolet Van and a 2003 Eldorado Bus to Community Action Partnership for use in community outreach programs.**

**Whereas**, it is in the best interest of the community to enable a community-based organization to provide transportation services in support of health and human services programs;

**Whereas**, Government Code Section 25372 authorizes the Board of Supervisors to donate personal property that the board declares to be surplus to any organization exempt from taxation pursuant to 26 U.S.C. Section 501(c)(3) that is organized to provide health or human services;

**Whereas**, the Department of Health Services has determined that it has no use for two paratransit vehicles currently owned by the County and desires to make the resources available to a provider in the community; and

**Whereas**, Community Action Partnership, a local 501(c)(3) organization providing health and human services, desires to take ownership of the vehicles for use in providing transportation related to their AVANCE Parent-Child Education and Pasitos Playgroups programs.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma declares the vehicles to be surplus personal property; and

**Be It Further Resolved** that the Board of Supervisors of the County of Sonoma hereby donates a 2002 Chevrolet Van and a 2003 Eldorado Bus to Community Action Partnership for use in community outreach programs.

**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: 26**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Medical Therapy Unit Therapist Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Robert Rowan-Herzog, for specialized pediatric physical therapy services, increasing the contract by \$25,000 resulting in a new total not to exceed amount of \$49,900 and extending the term from December 31, 2013 to June 30, 2014.

### **Executive Summary:**

This item requests approval to execute the first amendment to an agreement with Robert Rowan-Herzog, for specialized pediatric physical therapy services, increasing the contract by \$25,000 resulting in a new total not to exceed amount of \$49,900 and extending the term from December 31, 2013 to June 30, 2014. Services will be provided at the California Children's Services Medical Therapy Unit.

California Children's Services (CCS) is a state-mandated program providing diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and infectious diseases producing major sequelae. CCS also provides medical therapy services that are delivered at public schools.

Currently over 1,800 local children are enrolled in this program. In addition, CCS funds a Medical Therapy Unit (MTU) to ensure that those children who need it have access to specialized physical and occupational therapy services to maximize their functional potential and quality of life. In Sonoma County the MTU is located at Meadowview Elementary School with two satellite centers located at the Steele Lane and La Fiesta School campuses. Currently, over 350 children are receiving regular therapy services at these sites by qualified therapists with experience serving this population.

An ongoing challenge for the MTU has been the recruitment of physical therapists with interest and experience providing long-term specialized therapy for this unique population of children. For a variety of reasons there are few qualified physical therapists that live in this area and those that do are mostly

interested in working only part-time for the MTU so that they can also maintain broader skills by also working part-time in local hospitals. The Department is in the second month of a recruitment for a part-time position and currently have no applicants. In addition, one of our full-time therapists is on maternity leave and will not resume her full-time status until January 2014.

While existing staff work to meet caseload requirements, the backlog of children needing services continues to grow. The MTU Chief Therapist has attempted to identify alternative therapy staffing services or other qualified therapists available by contract to fill-in during this shortage without success. Mr. Herzog is currently providing specialized pediatric physical therapy services on a contract that will end December 31, 2013. Based on current requirements, however, contract funds will be exhausted in early September 2013. Mr. Herzog is available to provide services for a maximum of ten hours per week. A second therapist is contracted to provide services for a maximum of six hours per week.

With the approval of this amendment, and the continuation of services provided by Mr. Herzog, the Department is confident that children with the most urgent needs will continue to receive services.

**Prior Board Actions:**

None.

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

The Medical Therapy Unit services fill a critical need for local families struggling with the emotional and financial stresses of caring for a child with chronic complex medical conditions with the purpose of improving the child’s functional status and quality of life.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 25,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$ 9,558
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$	Salary Savings	\$ 15,442
<b>Total Expenditure</b>	<b>\$ 25,000</b>	<b>Total Sources</b>	<b>\$ 25,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

The FY 13-14 budget includes \$25,000 for this agreement. Additionally, there will be sufficient salary savings accrued from the unfilled vacancy and unpaid maternity leave to fund the remaining amount.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
Agreement with Robert Rowan-Herzog.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES  
BETWEEN COUNTY OF SONOMA AND  
ROBERT ROWEN-HERZOG**

On November 1, 2012, the County of Sonoma, a political subdivision of the State of California, hereinafter referred to as "County", and Robert Rowen-Herzog, a Physical Therapist, hereinafter referred to as "Contractor", entered into a service agreement (Agreement).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Article 2 – Payment. This article is hereby revised to read as follows:

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid on a time basis of \$85.00 per hour, provided, however, that total payments to Contractor shall not exceed **\$49,900** 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), and (iii) the hourly rate(s) of the person(s) performing the task(s). 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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 any of the following: (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 California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). 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.

2. Article 3 – Term of Agreement. This article is hereby revised to read as follows:

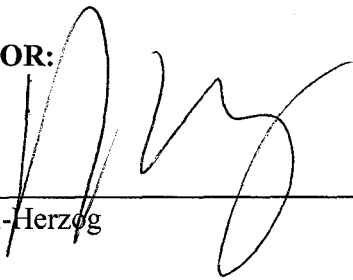
3. Term of Agreement

The term of this agreement shall be from **November 1, 2012**, to **June 30, 2014**, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

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 21<sup>st</sup> day of August, 2013.

**CONTRACTOR:**



\_\_\_\_\_  
Robert Rowen-Herzog

Dated: 8/21/13

**COUNTY OF SONOMA:**

Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

Dated: \_\_\_\_\_

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

Dated: 8/21/13



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 27**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Human Resources

**Staff Name and Phone Number:**

Carol Allen, 565-2549

**Supervisorial District(s):**

All

**Title:** Memorandum of Understanding between the County of Sonoma and the Sonoma County Public Defender Investigators' Association (SCPDI A)

### **Recommended Actions:**

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Public Defender Investigators' Association (SCPDI A) for the period of September 10, 2013 through December 15, 2015.

### **Executive Summary:**

Representatives of the County of Sonoma and of the Sonoma County Public Defender Investigators' Association (SCPDI A) 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. SCPDI A members have ratified the tentative agreement. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

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

#### **New Pension Tiers and Increased Employee Pension Contributions**

- Members hired on or after January 1, 2013 who do not qualify for reciprocity: General retirement plan with 2.0% @ 62 pension formula, Final Compensation based on 3 year average.
- Employee pension contributions: All new employees shall pay 3.03% of the employee's pensionable compensation toward the employer's contribution to retirement costs. These contributions will be used to pay unfunded pension liability.
- Employer Paid Member Contribution (EPMC): Effective September 3, 2013, the County will stop paying any part of the employee's share of normal retirement costs (currently 1%).

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

- Holiday Compensatory Time: Eliminate the ability to receive pensionable compensation for a holiday.
- Floating holiday hours converted to vacation accrual.



- 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.

**Health and Welfare Benefits**

- Eligible employees will receive a County contribution into a Health Reimbursement Arrangement (HRA) based on County medical plan enrollment.
  - Effective September 3, 2013: EE+1 = \$100/mo.; EE+2 = \$300/mo
  - Effective August 15, 2014: EE+1 = \$124/mo; EE+2 = \$400/mo
  - Effective May 12, 2015: EE+1 = \$169/mo; EE+2 = \$465/mo

**Additional Provisions**

- Salaries –Increase salary scales by 1.0% effective January 6, 2015 and increase salary scales by 2.0% effective August 18, 2015.
- Additional 4 hours of vacation accrued annually effective July, 2015.
- Eliminate 1% deferred compensation during contract period.
- Changes to overtime pay practices netting on-going operational savings.
- Rewriting of language for clarity and ease of administration.

**Prior Board Actions:**

07-13-2010: Approved SCPDIA MOU for period of 7-13-2010 through 11-30-2012

**Strategic Plan Alignment**      Goal 3: Invest in the Future

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

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

This agreement produces an average of \$39,000 in on-going savings for each full fiscal year, achieving an average net savings of 3% of total compensation costs per year. Savings are partially offset by approximately \$15,000 over the 2 years in HRA contributions, resulting in a total net savings average of 2.4%.

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:**

Resolution and A – SCPDIA Tentative Agreements

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



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Memorandum Of Understanding Between the County of Sonoma And The Sonoma County Public Defender Investigators' Association, For The Period Of September 10, 2013 Through December 15, 2015.**

**Whereas**, the Sonoma County Public Defender Investigators' Association (SCPDIA) is a recognized employee organization representing employees in the classifications of Public Defender Investigator I, II and Senior Public Defender Investigator;

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

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

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

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

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

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

**Be It Further Resolved** that the terms and conditions of the MOU shall be in full force and effect from September 10, 2013 Through December 15, 2015, except as specified otherwise in the MOU.

Resolution #

Date:

Page 2

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

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

Bargaining Unit: 0055

### TENTATIVE AGREEMENT

August 22, 2013

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

### OVERALL TENTATIVE AGREEMENT

As required by the Meyers-Miliias-Brown Act, the County and SCPDIA have met and conferred and reached this Tentative Agreement for a 2013 – 2015 Memorandum of Understanding.

The parties agree to revise the MOU as specified on the attached tentative agreements:

- Article 1 (Term)
- Article 3 (Definitions)
- Article 7 (Salaries and Administration of the Salary Schedule)
- Article 9 (Bilingual Pay)
- Article 11 (Deferred Compensation and Retirement)
- Article 13 (Hours and Overtime)
- Article 15 (Health and Welfare Benefits for Active Employees)
- Article 16 ( Medical Benefits for Future Retirees)
- Article 17 (Holidays)
- Article 18 (Vacation)
- Article 19 (Sick Leave)
- Article 23 – (No Break in Service)
- Article 27 (Grievance Procedure)
- Article 29 (Full Understanding, Modification, Acknowledgement)
- Article 32 (Voluntary Time Off)
- Appendix A ( Salary Tables)
- Appendix C (Mandatory Time Off)
- Appendix D (Staff Development Suspension)

- Appendix E (Voluntary Time Off)

Unless otherwise specified, the changes made by the Tentative Agreements described above shall become effective upon approval by the Board of Supervisors.

This Tentative Agreement sets forth the entire agreement in settlement of the meet and confer regarding the 2013 – 2015 Memorandum of Understanding. Any proposals not included in this Tentative Agreement that were made by the parties are dropped. All members of the County and SCPDIA bargaining teams agree to recommend approval of this Tentative Agreement.

FOR THE COUNTY:

Paul Allen

Date: 8/22/13

FOR SCPDIA:

Matt Byrne

Date: 8/22/13

COUNTY OF SONOMA  
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)  
Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

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

ARTICLE 1 - TERM

1.1 Effective Dates

The following items shall constitute the wages, hours and other terms and conditions for employees in classifications as listed in Article 2 of this Memorandum of Understanding. The parties agree that all changes contained herein will become effective upon adoption, unless otherwise specified. This Memorandum shall expire and otherwise fully terminate at 11:59 p.m. on ~~November 30, 2012~~ December 15, 2015.

1.2 Notice for Successor Memorandum

In the event ~~the Association~~ either party desires to negotiate a successor Memorandum of Understanding, ~~the that party Association~~ shall serve on the ~~County by June 1, 2012~~ other party, its written request to commence negotiations. The request shall be served at least six (6) months beflro the expiration of this Memorandum specified in Section 1.1 - i.e., no later than June 15, 2015. ~~as well as its written initial proposals for any successor Memorandum of Understanding.~~

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FOR THE COUNTY:

FOR SCPDIA:

TOWNTY

Carol Allen

Date:

8/16/13

SCPDIA

Math Byrne

Date:

8/16/13



**COUNTY OF SONOMA**  
**SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION**  
**(SCPDI)**  
Bargaining Unit: 0055

**TENTATIVE AGREEMENT**

August 16, 2013

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

**ARTICLE 3 – DEFINITIONS**

3.1 Non-Application

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

3.2 Definitions

**BASE HOURLY RATE:** The base hourly rate shall be the hourly rate corresponding to the salary step in the salary range to which the employee is assigned.

**BI-WEEKLY PAY PERIOD:** Fourteen (14) consecutive calendar days which begin on a Tuesday and end with the second Monday thereafter.

**BREAK IN SERVICE:** A break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

**CALENDAR YEAR:** January 1 through December 31.

COMPENSATORY TIME: Time off with pay at the applicable hourly rate to which an employee is entitled, as provided for in this Memorandum, instead of cash compensation.

COUNTY: The County of Sonoma, any of its organizational unit or boards and commissions, as administratively determined by the County; may include department head, Board of Supervisors, Chief Administrative Officer or a supervisor.

DEPARTMENT HEAD: The Public Defender, or designee.

DOMESTIC PARTNER: 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 in 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 or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

**EMPLOYEE:** Any person legally employed by the County and a member of the bargaining unit represented by the Association.

**EMPLOYEE FULL-TIME:** An employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

**EMPLOYEE PART TIME:** An employee who is employed in an allocated position which requires work each pay period, but less than that required of a full-time employee.

**EXEMPT EMPLOYEE:** An employee who is not covered by the provisions of the Fair Labor Standards Act (FLSA).

**EXTRA HELP EMPLOYEES:** As defined in the Civil Service Rules and not represented by this bargaining unit.

**FLEX-TIME WORK SCHEDULE:** A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule. Employees assigned to a flex-time work schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law.

**HOURS WORKED:** 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 the County knows or has reason to know that work is being performed.

**NON-EXEMPT EMPLOYEE:** An employee designated by the County to be covered by the provisions of the Fair Labor Standards Act.

**PAY-PAID STATUS:** Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

**PROBATIONARY EMPLOYEE:** An employee who is serving a probationary period as provided in the Civil Service Rules.

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

**REGULAR RATE OF PAY:** Defined in the Fair Labor Standards Act and used for computing statutory overtime for the non-exempt employee. It is calculated by taking the employee's base hourly rate times the number of hours worked in a given work period plus the total of all standby compensation and any special assignment premiums due to the employee in the work period divided by the number of hours worked in the work period.

**REGULAR WORK PERIOD:** The determination by the County of the fixed regularly recurring work period used for the determination of statutory overtime. For non-sworn, non-exempt employees the regular work period is seven consecutive days which currently begins at 12:01 a.m. Tuesday morning. For sworn, non-exempt employees the regular work period is currently 14 consecutive days which coincides with the County's bi-weekly pay period.

**REGULAR WORK SCHEDULE:** The determination by the County of an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis.

**REGULAR WORK DAY:** A 24-hour period containing a specified number of hours of work and normally interrupted by a meal break.

**SALARY:** Means only wages and premiums, but does not include benefits such as insurance, vehicle use, paid leaves, overtime, shift differential or other economic benefits.

SALARY RANGE SCALE: The salary level for any given classification. The salary ~~range-scale~~ shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letter "A" through "I". Each salary ~~range-scale~~ shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary ~~range-scale~~ shall be expressed in cents per hour.

STATUTORY OVERTIME: Overtime that is required by FLSA. Currently, for the non-sworn, non-exempt employee it is all hours worked in excess of 40 in a regular 7 day work period. For the sworn, non-exempt employee, it is all hours worked in excess of 86 in a regular 14 day work period.

UNPAID ABSENCE: Any paid or unpaid absence from work that has been approved by the employee's department head.

WORK SHIFT: The hours which an employee is scheduled to work within a regular workday.

3.3 Fair Labor Standards Act Not Incorporated

The provisions of the Fair Labor Standards Act are not hereby incorporated into this contract by the mention of the statute.

FOR THE COUNTY:

David Allen

Date: 8/16/13

FOR SCPDIA:

Matthew Byrne

Date: 8/16/13

COUNTY OF SONOMA  
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDI A)  
Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 22, 2013

The County Of Sonoma ("County") and the Sonoma County Public Defender Investigators' Association ("SCPDI A") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCPDI A bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

**ARTICLE 7 - SALARIES AND ADMINISTRATION OF THE SALARY SCHEDULE**

7.1 Salaries

- a. ~~Effective the first full pay period after Association ratification and Board of Supervisor adoption of this Memorandum (Feb. 10, 2009), all employees shall receive a 1.75% Cost of Living Adjustment (COLA). Salary ranges scales shall be specified in Appendix A for each classification contained within the unit represented by the Association.~~
  - b. Effective with the pay period that begins January 6, 2015, the County shall increase by one percent (1.0%) the A-I Step of each scale in the Salary Table specified in Appendix A and attached to this Agreement.
  - c. Effective with the pay period that begins August 18, 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 and attached to this Agreement.
- 
- b. ~~Effective the first full pay period after Association ratification and Board of Supervisor adoption on its Board Memorandum (Feb. 10, 2009), September 3, 2013, the County cease providing the will pick up one percent (1% ) pick up of the employee's share towards retirement.~~
  - c. Hourly Cash Allowance  
Effective the first full pay period closest to May 19, 2009, the County shall pay each permanent full and part time employee, in addition to their hourly

regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period (or approximately a maximum of \$600 per month).

Such hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

7.2 Salary Upon Employment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary ~~range~~ scale for the class.

7.3 Advanced Step Upon Employment

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the Department Head with approval of the County.

7.4 Reappointment Consideration

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

7.5 Extra-Help to Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position in any class and without a break in service, shall be paid at a step which is nearest in amount to that of the step received in the class held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximums of the ~~range-scale~~ may be authorized upon recommendation of the Department Head.

7.6 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years in the same class from which separated or in a closely related class in the same salary ~~range-scale~~, or in a lower salary ~~range-scale~~ than the class from which separated shall be paid at the salary step closest to but not exceeding the step of the applicable ~~range-scale~~ paid at the time of displacement, layoff or voluntary demotion. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for merit increase.

7.7 Salary Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position in a class allocated to a higher salary ~~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 (5) percent of the employee's salary step rate before promotion, but not less than the minimum salary ~~range-scale~~ of the new class nor greater than the maximum salary of the new class.

If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Article 7.21.



7.8 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a rate of pay which is higher than that to which the employee is entitled, but which in no way exceeds the top of the ~~range scale~~.

7.9 Salary Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

7.10 Salary Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 do not apply, who is demoted involuntarily to a position in a class which is allocated to a lower salary ~~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, or not more than five (5) percent lower than the salary received before demotion, except that such employee shall not be paid more than the maximum of the ~~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.

7.11 Salary Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 7.9 above do not apply, who is demoted voluntarily or who is displaced as a result of layoff to a position in a class which is allocated to a lower salary ~~range-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 ~~range-scale~~ for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary ~~range-scale~~ for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

7.12 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

7.13 Salary Upon Transfer

A full-time or part-time employee ~~may~~ who transfers from one allocated position to another allocated position in the same job class shall be placed at the same salary step which the employee was receiving prior to the transfer. ~~or in another class having a salary range scale within a maximum of plus or minus two and one half percent (2 1/2%) of the employee's current salary range scale as long as the employee meets the minimum qualifications of the new class.~~ A full or part-time employee who transfers from one allocated position in a job class to another allocated position in a closely related job class for which s/he possesses the minimum qualifications shall be paid at the step in the new scale nearest in amount to what the employee received prior to transfer.

A closely related job class is defined as a job class that has sufficiently similar duties and minimum qualifications to make a change of status compatible with Merit System Standard, and has a salary scale that is within four (4) percent above or below the employee's current job classification's salary scale.

7.14 Salary Upon Reallocation of Class

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

7.15 Salary Upon Reclassification of Position - Same Salary

Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position.

7.16 Salary Upon Reclassification of Position - Higher Salary

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary ~~range~~ scale, the salary of the incumbent shall be as provided in Article 7.7 if the incumbent is appointed to fill the position.

7.17 Salary Upon Reclassification of Position - Lower Salary

Whenever a position is reclassified to a class which is allocated to a lower salary range scale, the salary of the incumbent shall be as provided by Article 7.11, if the incumbent is appointed to fill the position. Whenever the effect of reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary range scale for the employee's class.

7.18 Merit Advancement Within Salary Ranges Scales

Merit increases within a range scale shall not be automatic. They shall be based upon merit and shall require a written performance evaluation with a minimum satisfactory overall rating. An employee with a less than satisfactory overall rating on the employee's most recent performance evaluation shall not be eligible for a merit increase until the employee receives an overall rating of satisfactory. The performance evaluation shall be reviewed by the employee's department head or Department Head and approved in writing prior to the granting of any merit increase. Merit increases shall be made within the appropriate salary range scale for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate.

7.19 Performance Appraisals

Performance appraisals of full-time and part-time employees which deny a merit salary increase or have an overall rating of "unsatisfactory" may be grieved at the employee's option through the 3rd step of the Grievance Procedure established under this Memorandum for a final decision.

7.20 Salary Upon Advancement Within a Range

Each employee shall be considered for an initial merit increase when the employee's total hours in pay status within the same class exclusive of overtime equals 1040 hours. Thereafter, an employee shall be considered for subsequent merit increases when the employee accumulates 2080 hours pay status, exclusive of overtime.

7.21 Effective Date of Merit Increase

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

7.22 Salary Upon Temporary Promotion

An employee assigned by the Department Head to perform the full range of duties of a higher classification to fill a vacancy caused by resignation, termination, promotion or an ~~approved~~ extended leave of absence, who meets the minimum qualifications ~~of~~ for the higher classification, ~~and who serves continuously in such assignment for more than 12 consecutive days of work,~~ shall be paid ~~retroactive to the first hour worked and thereafter~~ according to the salary of the ~~range~~ scale for the new class which would constitute an increase in salary at the step most closely equivalent to five (5) percent greater than the employee's salary before promotion, but not less than minimum salary of the new class, nor greater than the maximum salary of the new class. The employee shall receive this salary as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the position in accordance with the merit increase section of this Memorandum as though the employee had been appointed on the day that the employee began to receive the salary designated for the position. All other benefits to which an employee is entitled under the terms of this MOU shall continue and no additional benefits will be provided to employees temporarily assigned to a higher class.

~~7.23~~ Subsequent Reassignment

~~An employee subsequently reassigned within 12 months of the beginning date of the initial assignment to fill a vacancy in a higher position must serve in such capacity for more than three (3) consecutive days of work prior to receiving the salary provided in 7.22 above.~~

7.24 Initial Salary Adjustments

The County and the Association agree that, following the Association's ratification of the new Memorandum, the Board of Supervisors will implement any changes in the Memorandum effective ~~September 25, 2007~~ 10, 2013, or as otherwise specified herein.

The County will adjust the payroll to reflect the negotiated salary ~~range~~ scale changes effective with the pay period starting on the dates shown in ~~Appendix A~~.  
Section 7.1 Salaries.

FOR THE COUNTY:

David Allen

Date:

8/22/13

FOR SCPDIA:

Matt Byers

Date:

8/22/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

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

ARTICLE 9 – BILINGUAL PAY

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 a designated employee shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment of 95 cents (\$.95) per hour for all hours actually worked, ~~effective the second full pay period of this MOU.~~ Use of bilingual skills shall include time spent translating, answering phone calls, performing research, speaking with or writing to clients in a language other than English.

FOR THE COUNTY:

Carol Allen

Date: 8/16/13

FOR SCPDIA:

Matthew Byrne

Date: 8/16/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDI)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 22, 2013

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

### ARTICLE 11 - DEFERRED COMPENSATION & RETIREMENT

#### 11.1 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.

#### 11.2 Deferred Compensation - County Paid Program

11.2.1 ~~Effective the first pay period on or after the Board of Supervisors approves this Agreement~~ September 3, 2013, the County shall cease making contributions to the County-paid deferred compensation plan (previously 1.0% of base salary bi-weekly).

11.2.2 As part of negotiations for a successor MOU, the parties shall meet and confer regarding ~~The County will continue the~~ contributions to a County-paid deferred compensation plan for bargaining unit members eligible under federal law and plan rules. The status quo for purposes of the successor MOU meet and confer regarding County-paid deferred compensation shall be as follows (effective upon expiration of the MOU):

11.2.1.1 For each bargaining unit employee the County shall deposit ~~1.0~~ one percentage (1%) of the employee's biweekly base salary into the employee's deferred compensation account.

11.2.1.2 To receive such deferred compensation, such employees must be in ~~pay-paid~~ status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County-paid deferred compensation under this subsection (11.2.1.2) shall not be included in the calculation of retirement contributions.

11.3 414(h)(2)-Tax Deferred Retirement Contribution

All employees covered by this Memorandum who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which will have the effect of deferring Federal and State income taxes on the retirement contribution.

11.4 Retirement – Credit for Prior Public Service

In addition to any other retirement buyback provision, 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 pursuant to Government Code Sections 31641.1 and 3164.2, during the term of this MOU.

~~11.53~~ Retirement – General Employees Hired On Or After January 1, 2013

This Section 11.526-3 (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 as stated in Government Code Section 7522.02 (c).

~~1126.53.1~~ 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 11.526-3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

~~11.526-3.2~~ 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 11.526-3 who are contributing members of the SCERA.

~~11.526-3.3~~ Required Employee Contributions

As required by Government Code section 7522.30(c), SCERA members covered by this section 11.526-3 shall pay 50 percent of normal costs. In addition, SCERA members covered by this section 11.526-3 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.

11.626.4 Retirement – General Employees Hired On Or Before December 31, 2012.

This Section 11.626.4 (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 Government Code Section 7522.02 (c) and any related SCERA reciprocity requirements.

11.626.4.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 11.626.4 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

11.626.4.2 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula (CERL 31676.17) shall be available to employees covered by this section 11.626.4 who are contributing members of the SCERA.

11.626.4.3 Required Employee Contribution

SCERA members covered by this section 11.626.4 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.

11.726.5 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.

11.5—3% at 60 Retirement Program

Effective June 22, 2004, the 3% at 60 enhanced retirement program will be available to represented employees who are contributing general members of SCERA, with the understanding that the County will work with all other organizations representing general member employees, to implement this option prospectively on the same date. Both parties understand that State law required that the 3% at 60 benefit be implemented for all general members on the same date.

~~On the above date, represented general members of SCERA will begin contributing an additional 3.03% of any compensation from which retirement deductions are required to be made under the 1937 Act to their employee retirement account. This additional contribution shall be deducted from the employees' compensation pretax and shall become part of the accumulated retirement contributions of the employees. This contribution to defray the cost of the unfunded accrued actuarial liability for any past service due to the enhanced retirement programs will continue unless modified by a subsequent agreement between the County and the SCPDIA. The amortization period for funding the unfunded accrued liability for any past service due to the enhanced retirement program described above has been established by SCERA to be twenty (20). Represented employees also will pay a pretax statutory contribution of approximately 1% to 1.25%, 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 cease and will be re-directed during this twenty year period to pay one percent (1%) of the normal retirement cost going forward. Additional savings from the County Health Plan revisions are also directed to fund the normal cost above.~~

~~11.6 Retirement Program Costs~~

~~The parties agree to a reopener during the term of the agreement on the subject of implementation of new second tier "safety" and "general" retirement programs for new hires to be effective July 1, 2012.~~

FOR THE COUNTY:

Brad Allen

Date: 8/22/13

FOR SCPDIA:

Matt Byrne

Date: 8/22/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDI)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 16, 2013

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

### ARTICLE 13 - HOURS AND OVERTIME

#### 13.1 Application

This article is intended only as a basis for outlining standards for hours of work, work schedules and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to the normal maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

#### 13.2 Types of Employment

##### Full-Time

An allocated position which is regularly scheduled for 80 hours of work in a bi-weekly pay period.

##### Part-Time

An allocated position which is regularly scheduled for less than 80 hours of work in a bi-weekly pay period.

##### Extra-help

A non-allocated assignment of duties which are defined in the Civil Service Rules.

13.3 Work Schedules

The County reserves the right to establish and modify individual work schedules consistent with this Memorandum.

13.4 Flex-Time Schedule

The County reserves the right to utilize a flex-time schedule. Employees assigned to a flex-time schedule will be eligible for overtime only when the hours worked exceed 80 in a pay period or as otherwise required by law. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

13.5 Posting of Work Schedules

For the convenience of employees, work schedules will be posted in advance.

13.6 Work Schedule Change

The County reserves the right to establish and modify work schedules. Except in cases where emergency operations require less notice, a notice of change in an individual's work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change. Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to overtime compensation for all hours actually worked on the new schedule until seven (7) calendar days notice is given. If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the work site, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base rate, not at overtime, except as otherwise required by law. Part-time employees shall not be paid overtime for changes in schedule unless it results in an employee working over a normal work shift (8 or 10 or more hours) in a regular work day or over 80 hours in a pay period. The term "emergency operations" shall be construed to mean the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County or the public it serves, but "emergency operations" shall not be construed to mean situations where the County knew in advance of non-emergency situations and could have reasonably planned for any work schedule change necessary to adequately cope with the situation.

13.7 Statutory Overtime for the Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime is overtime that is required by law. Currently, for the non-sworn, non-exempt employee it is defined as all hours worked in excess of 40 hours in a regular 7 day work period. Statutory overtime for the sworn, non-exempt employee is defined as all hours worked in excess of 86 hours in a 14 day work period (which currently coincides with the pay period).

13.8 Non-Statutory Overtime

Non-statutory overtime for the non-sworn, non-exempt employee is defined as hours in ~~pay~~ paid status in excess of 40 hours in a 7 day work period. For the sworn, non-exempt employee and for the exempt employee, non-statutory overtime is defined as hours in ~~pay~~ paid status in excess of 80 in a regular 14 day work period. Non-statutory overtime for all employees is also defined as hours in ~~pay~~ paid status in excess of the normal full-time daily work shift established by the Department Head or any other circumstance except Article 13.6 where overtime pay is provided in this Memorandum.

13.9 Assignment of Overtime

A Department Head may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor.

13.10 Overtime Earned

~~Statutory Overtime~~ shall be earned at the rate of one and one half (1-1/2) hours for each one (1) hour of overtime worked. Non-statutory overtime shall be earned the rate of one (1) hour for each one (1) hour of overtime worked.

13.11 Overtime Compensation

Exempt employees shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Non-exempt employees shall first be compensated for statutory overtime in cash at the employee's regular rate of pay. Additional overtime earned by the non-exempt employee shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. The employee assigned to overtime shall make a choice whether to be compensated in cash or in compensatory time until a maximum of forty (40) hours of

compensatory time have been accrued. The Department Head in each County department has the right to specify how an employee will be compensated for overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash for any additional overtime worked.

13.12 Approval for Compensatory Time Off

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

13.13 Requests for Compensatory Time Payments

Each employee may request payment for any or all of the employee's current balance of compensatory time off with the employee's normal pay for any pay period.

13.14 Compensatory Time Payment at Separation

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

13.15 Half-Time Pay Provision

If overtime compensation causes an employee's total regular hours in a pay period to be less than the employee's ongoing schedule then the overtime hours shall be compensated at straight time and the employee shall receive half-time compensation at the base hourly rate in cash or in compensatory time off, in accordance with 13.11.

13.16 Overtime Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one overtime condition in this Memorandum may apply.

13.17 Non-Applicability of FLSA

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, consider

all overtime as non-statutory and assign all employees to a 14-day regular work period.

FOR THE COUNTY:

Paul Allen

Date: 8/16/13

FOR SCPDIA:

Matt Byrne

Date: 8/16/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 22, 2013

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

### ARTICLE 15 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

#### 15.1 Active Employee Health Plans

An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (refer to Section 15.2.8 regarding plans offered and pro-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 in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate in a County offered health plan will take place within the first 30 days following employment date of appointment to permanently allocated position of .49 FTE or greater or it shall be made during an annual open-enrollment period.

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

15.2.1 County Offered Medical Plans

~~The County offers three medical plans~~ ***For individuals covered under this MOU, there are two medical plans in addition to the HMO's described in 15.2.2: County Health Plan PPO, and County Health Plan EPO and Kaiser HMO (\$10 co-pay) plan. The benefit provisions, co-payments and deductives of each plan are outlined in the Plan's Summary Plan Description or Evidence of Coverage.***

~~15.2.2 County Offered Health Maintenance Organization (HMO) Medical Plans~~

~~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~~ 15.2.2 County Contribution Toward Medical for Active Employee Medical Benefits

The County shall contribute towards the cost of County offered medical plan for any eligible employee and their eligible dependent(s), in the following manner:

The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

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

*The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 15.2.86 (Part-Time Employees-Health Benefits).*

~~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 benefits and provisions, refer to the insurance carrier's plan document.~~ Benefit provisions, co-payments, and deductibles are outlined in the Summary Plan Description or Evidence of Coverage. The employee contribution(s) will be:

\$12.00 per pay period (\$26.09/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~~ provides vision benefits to full time active employees and their dependent(s) and computer vision care benefits to full-time active employees, with no employee contribution. ~~For all plan benefits and provision, 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 15.2.86. Benefit provisions, co-payments, and deductibles are outlined in the Summary Plan Description or Evidence of Coverage.

#### ~~15.2.6~~ Computer Vision Care (CVC) Benefits

~~The County will provide 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~~ provides, ~~at no expense to the employee,~~ a basic term-life insurance plan in the amount of \$25,000 for an allocated full-time equivalent position of sixty (60) hours or more (.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.~~ Benefit provisions are outlined in the Summary Plan Description or Evidence of Coverage.

Eligible employees may purchase additional life insurance for themselves at their own expense upon initial eligibility or during the annual open enrollment period specified in Section 15.2 (Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans. 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 maximum amounts and the necessity for evidence of

insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

#### 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. Employees working less than 32 hours bi-weekly and receiving benefits, prior to the implementation of the Human Resources Management System (HRMS), will be grandfathered and remain eligible to receive pro-rated benefits.
- b. A part-time employee covered under this MOU, whose allocated position is .75 FTE or greater bi-weekly, shall receive medical, dental and vision coverage as if the part-time employee were a full-time employee. Said part-time employee shall receive life insurance and long-term disability insurance in accordance with the employee's FTE.
- c. Except for part-time (.75 FTE+) employees referred to in this Section 15.2.68(b) part-time employees shall not be eligible to participate in the County's life insurance program.

#### 15.3 Employee Assistance Program

The County shall continue the current level of benefits under the Employee Assistance Program (EAP) for all represented employees during the term of this Memorandum.

#### 15.4 Long-Term Disability (LTD)

The County shall provide and pay the premium for a Long-term Disability (LTD) benefit, as described in the applicable plan document to all full and part-time employees (.0.4 FTE minimum) who meet the eligibility requirements. The benefit

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waiting period is the longer of 60 days of the period you elect to receive paid leave.  
~~Benefit eligibility begins after 60 calendar days of disability.~~ 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 60<sup>th</sup> day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, retirement benefits, social security, and social security disability benefits, as outlined in the Plan Document.

#### 15.4.1 Claims Disputes over LTD

~~County 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 first appealed through the Risk Management Division of the Human Resources Department for a final County decision. If the dispute remains unresolved to the satisfaction of the employee, the Union may file a grievance on behalf of the employee at the Arbitration Step of the Grievance Procedure for a final and binding decision. The arbitration process will be expedited as much as reasonably possible in the interests of a timely resolution of the dispute.~~

~~Outside Provider Plan: 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.~~

#### 15.5 Workers' Compensation Claims Disputes

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

##### 15.5.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury, compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross

earnings to equal his/her regular base salary as follows:

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

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

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

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to not less than fifty percent (50%) of the employee's allocated full-time equivalent (FTE) in a pay period, the County will continue to pay its normal benefit contributions.

##### 15.6.1 Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14<sup>th</sup>) 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 thirteen (13<sup>th</sup>) pay periods, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Article shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in pay status for at least fifty percent (50%) of the employee's allocated full-time equivalent as specified in this Section 15.6.1 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Leave without pay benefit entitlement shall run concurrent with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

~~The employee's eighteen (18) month entitlement under COBRA law shall begin 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.~~

~~The employee's eighteen (18) month entitlement under COBRA law shall begin when FMLA/CFRA has been exhausted and the employee goes on an unpaid leave, which is less than fifty percent (50%) of the employee's allocated hours. When an employee returns to work and has at least fifty percent (50%) of the employee's allocated full time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the eighteen (18) month COBRA time period starts over again. A new 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.~~

### 15.6.2 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in 15.6 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) and 15.6.1 (Health Benefits During Leaves of Absence-Non-Medical Leaves Without Pay) must notify the Auditor-Controller-Treasurer-Tax Collector (ACTTC), no later than five (5) County business days after the first (1<sup>st</sup>) day of the leave of absence, of the employee's intent to continue insurance coverage. The employee must apply for a leave by completing a Leave of Absence Form.

If the Department authorizes the leave, the Department shall forward the completed Leave of Absence Form to the ACTTC's Office. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to ~~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 (2<sup>nd</sup>) 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 1<sup>st</sup> of the month following return to paid status

#### 15.6.2.1 Part-Time Employees – Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 15.2.8 (Part-Time Employees – Health Benefits). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE.

### 15.7 COBRA

The County ~~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.~~

## 15.8 Salary Enhancement Plans

### IRS Section 414 (h)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

### IRS Section 125

#### Premium Conversion

The County shall continue under IRS Code Section 125 to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

~~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 ~~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 to the~~ 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 (DCAP), under IRS Code Section 129 s~~ Subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be subject to Article 28 (Grievance Procedure) of the Memorandum.

15.9 Plan Documents and Other Controlling Documents

While mention may be made in this MOU of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits administration, or network management. Summary Plan Descriptions and evidence of coverages are available on-line at the following location:

[http://hr.sonoma-county.org/documents/open\\_enrollment\\_2010-2011/2010-2011\\_employee\\_health\\_welfare\\_benefits.pdf](http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf)

~~15.10 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.~~

15.10 Health And Welfare Benefits Health Care Reform Compliance Reopener

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

15.11 Effective September 3, 2013 -the first pay period on or after the Board of Supervisors approves this MOU, all eligible full and part-time employees as defined in Article 3, Section 3.2, enrolled in a County-sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described herein. Eligible employees who waive medical coverage and are not enrolled in a County-sponsored medical plan will not receive a contribution into the HRA.

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 185.2.6.

<u>Coverage Level</u>	<u>Effective first pay per after adoption 9/3/13 – 8/14/2014</u>		<u>Effective 8/15/2014 - 5/11/2015</u>		<u>Effective 5/12/2015 – 12/1/2015</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>

Access to reimbursement under the HRA Plan will become effective beginning the first pay period on or after the Board of Supervisors approves this MOU. County contributions pursuant to this 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 16, Section 16.3. The parties agree that the health benefits in this Article 15 are available only to active employees. When this MOU ends on December 15, 2015, the parties agree that the health benefits in this Article 15 are subject to negotiations for a successor MOU.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended as required to reflect the above HRA contribution and benefit eligibility criteria for active employees. ~~prior to the effective date of this Section 15.11.~~

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

FOR THE COUNTY:

Carol Allen

Date: 8/22/13

FOR SCPDIA:

Matt Byrum

Date: 8/22/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 16, 2013

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

### ARTICLE 16 – MEDICAL BENEFITS FOR FUTURE RETIREES

#### 16.1 Retiree Medical Coverage

~~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.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 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 health plan.)

An eligible dependent is (as defined in each plan document/summary plan description):

- 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.

16.2 County Contribution Toward Retiree Medical Plans – Employees Hired Before January 1, 2009

Effective June 1, 2009:

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

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service, and
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

4)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 16.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Article 19.3 (County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009).

b. County Contribution:

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution. The retiree is responsible for all costs (including premiums) that exceed the total

County contribution.

c. Additional Dependents

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the County's contribution.

16.3 County Contribution Toward Retiree Medical Plans – Employees Hired On or After January 1, 2009 – Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

a. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of .5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.

3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

4) Laid-Off & Restored Employees. Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 16.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

b. County Contribution:

- 1) Initial County Contribution:

- A. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- B. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per pay status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- A. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or upon retirement from the Sonoma County Retirement System, whichever is earlier.
- B. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- C. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan, however, federal regulations do not permit the inclusion of expenses for domestic partners.

3)5) Survivors of eligible retirees with account balances:

- A. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree.
- B. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

4)6) Forfeiture of account balance:

- A. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse



them for medical expenses permitted under the relevant section of the Internal Revenue code.

- B. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

16.4 Surviving Dependent – County Contribution beginning June 1, 2009 for Employees Hired before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's 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 Section 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 County's contribution.

16.5 Surviving Dependent – County Contribution for Employees hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 16.3), eligible surviving dependents may continue

participation in the County offered medical plan but remain responsible for all costs (including premiums).

To be eligible, surviving dependents must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

FOR THE COUNTY:

FOR SCPDIA:

Carol Allen

Matt Byrne

Date: 8/16/13

Date: 8/16/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 16, 2013

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

### ARTICLE 17 - HOLIDAYS

#### 17.1 Paid Holidays

~~Paid holidays shall be authorized for regular full time and part time employees. To be entitled to pay for such paid 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.

#### 17.2 Scheduled Holidays

- (1) New Year's Day, January 1\*
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Lincoln's Birthday, February 12\*
- (4) President's Day (The 3rd Monday in February)
- (5) Memorial Day (The last Monday in May)
- (6) Independence Day, July 4<sup>th</sup>\*
- (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 formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

\* Date Specific Holidays

~~17.3 Floating Holiday~~

~~In lieu of an additional holiday, each employee who is in pay status both the last working day of June and the first working day of July shall be granted eight (8) hours of compensatory time each fiscal year of the agreement. The floating holiday may be taken as time off on a day mutually agreeable to the employee and the employee's department head, or may be accumulated as provided by this Memorandum. Each part time employee shall be entitled to a prorated number of hours as defined by Article 17.7, below.~~

17.4 Day Observed

If a ~~scheduled~~ date-specific holiday listed in Section 17.2 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a ~~scheduled~~ date specific holiday listed in section 17.2 falls on a Sunday, the following Monday shall be the County observed holiday. All other date specific ~~scheduled~~ holidays shall be observed on the date specified in Articles 17.2 and ~~17.3~~.

17.4.1 Elimination of Former Section 17.3: Floating Holiday

The parties agree that the elimination of Section 17.3 of this article 17 will be implemented effective upon approval of the SCPDIA MOU by the Board of Supervisors.

Hours accrued prior to the elimination of former section covering Floating Holidays will remain in the employee's Compensatory Bank. Such compensatory time may be taken off on a day mutually agreeable to the employee and the county or paid per article 13.13 – Requests for Compensatory Time Payments.

17.5 Compensation for Holidays

A full-time employee whose assigned work schedule does not include either the date specific holiday or includes neither the scheduled holiday nor the observed holiday, shall observe the holiday (and not work) on one of the employee's regularly scheduled work days during the same pay period as the County observed holiday or during the pay period immediately preceding or following the same pay period as the County observed holiday. ~~receive 8 hours of compensatory time.~~ All other full-time employees whose

regular assigned work schedule includes either the date specific ~~scheduled~~ holiday or the observed holiday shall receive their regular eight (8) hours pay at their base hourly rate of pay.

17.6 Compensation for Holidays - Day Worked

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be at overtime. However, only one day shall be at overtime.

17.7 Part-Time Employees

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

17.8 Holiday Pay Maximum

Holiday pay shall not exceed 8 hours for each holiday.

17.9 Holidays – Compensation - Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use that paid leave to demonstrate that the employee was in paid status on the employee's regularly scheduled workdays before and after the holiday.

FOR THE COUNTY:

FOR SCPDIA:

Bruce Allen

Matt Byrne

Date: 8/16/13

Date: 8/16/13

## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDI A)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 22, 2013

The County Of Sonoma ("County") and the Sonoma County Public Defender Investigators' Association ("SCPDI A") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCPDI A bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

### ARTICLE 18 - VACATION

#### 18.1 Maximum Accumulation

Each employee shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than as specified in 18.3.

#### 18.2 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.

#### 18.3 Accrual

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

18.3.1 To provide full credit for the elimination of the 8 floating holiday hours the vacation accrual rates listed in the table below will be effective June 25, 2013.

YEARS OF COMPLETED FULL-TIME SERVICE			RATE FOR 80 IN-SERVICE HOURS OF COMPLETED SERVICE			MAXIMUM IN-SERVICE HRS. PER PAY PERIOD	ACCUMULATE D HOURS
0	through	2	0.0	to	4173	<del>3.07</del> 38	310
2	through	5	4174	to	10434	<del>3.68</del> 99	310
5	through	10	10435	to	20870	<del>4.60</del> 91	310
10	through	15	20871	to	31305	<del>5.83</del> <u>6.14</u>	310
15	through	20	31306	to	41741	<del>6.75</del> <u>7.06</u>	310
20	through	25	41742	to	52177	<del>7.36</del> <u>67</u>	310
25	or greater		52178	or more		<del>7.67</del> <u>98</u>	310

18.3.2 Effective July 7, 2015, the table in section 18.3.1 will be replaced with the table below:

<u>YEARS OF FULL-TIME SERVICE</u>	<u>IN-SERVICE HOURS COMPLETED</u>	<u>RATE FOR 80 IN-SERVICE HRS. PER PAY PERIOD</u>	<u>MAXIMUM ACCUMULATED HOURS</u>
<u>0 through 2</u>	<u>0 to 4173</u>	<u>3.53</u>	<u>310</u>
<u>2 through 5</u>	<u>4174 to 10434</u>	<u>4.14</u>	<u>310</u>
<u>5 through 10</u>	<u>10435 to 20870</u>	<u>5.06</u>	<u>310</u>
<u>10 through 15</u>	<u>20871 to 31305</u>	<u>6.29</u>	<u>310</u>
<u>15 through 20</u>	<u>31306 to 41741</u>	<u>7.21</u>	<u>310</u>
<u>20 through 25</u>	<u>41742 to 52177</u>	<u>7.82</u>	<u>310</u>
<u>25 or greater</u>	<u>52178 or more</u>	<u>8.13</u>	<u>310</u>

#### 18.4 Reappointment

Each employee with ~~10435.6~~ in-service hours (five or more years) who resigned in good standing and is reappointed within two years, shall be credited with ~~4174.2~~ in-service hours (two years) for purposes of new vacation accrual.

Each employee who is laid off and who is reappointed within two years, shall be credited for vacation accrual purposes with the same number of in-service hours as the employee had accrued at the time of lay-off.

18.5 Vacation Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or designee. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

18.6 Payment for Vacation

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

18.7 Vacation Buyback

~~Each employee may request during any pay period and receive payment at the base hourly rate for up to 80 hours per calendar year of accrued vacation leave, provided there is a minimum remaining balance of 80 hours following payment.~~

~~Effective March 3, 2003, all buybacks will be subject to an 80 hour maximum in a twelve (12) month period.~~

FOR THE COUNTY:

David Allen

Date: 8/22/13

FOR SCPDIA:

Math Byrne

Date: 8/22/13



## COUNTY OF SONOMA

### SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)

Bargaining Unit: 0055

## TENTATIVE AGREEMENT

August 16, 2013

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

### ARTICLE 19 - SICK LEAVE

#### 19.1 Sick Leave Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.680 in-service hours for each completed eighty hour 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 prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

#### 19.2 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 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, stepchild, spouse or spouse's parent or domestic partner being a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent, is incapacitated by illness or injury and it is necessary for the employee to care for such child, stepchild, spouse or parent of the employee or spouse or domestic partner. (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 parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of parent to the employee as a child.) Sick leave under this paragraph (d) 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.

19.3 Sick Leave - Required Documentation

~~A signed affirmation-~~ medical certification for sick leave may be required for each use of such sick leave. Reasonable medical certification ~~evidence~~ of incapacity 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.

~~19.4 Sick Leave Conversion~~

~~Employees with sick leave balances may convert to cash or compensatory time as follows:~~

<del>Hours of Sick Leave Used</del>	<del>Maximum Hours of Conversion</del>
<del>0 to 8.0</del>	<del>24.0</del>
<del>8.01 to 12.0</del>	<del>22.0</del>
<del>12.01 to 16.0</del>	<del>18.0</del>
<del>16.01 to 24.0</del>	<del>16.0</del>
<del>24.01 to 30.0</del>	<del>14.0</del>
<del>30.01 to 36.0</del>	<del>12.0</del>
<del>36.01 to 40.0</del>	<del>8.0</del>
<del>40.01 or more</del>	<del>none</del>

~~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, 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.~~

19.5 ~~Sick Leave Payoff Upon Separation/Conversion at Regular Retirement~~

a. ~~Sick Leave Payoff Upon Separation~~

~~Each employee who separates from County service voluntarily or by non duty related death, lay off, 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 employee's base hourly pay.~~

b. ~~Sick Leave Conversion at Retirement~~

~~Each employee who separates from County service on regular, non-disability retirement only shall have the option of converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors through an amending ordinance to include eligible employees in the bargaining units represented in this Memorandum of Understanding under the provisions of Ordinance 3807.~~

~~The provisions of Section 19.5.b. shall not be used in conjunction with Section 19.5.a. (Sick Leave Payoff Upon Separation) of this MOU.~~

19.6 Sick Leave – Distribution at Death or Layoff

The County shall pay each employee who separates from County service by death (non-duty related) or layoff, the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

19.67 Sick Leave Payoff- Distribution at Disability Retirement or Duty-Related Death

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

19.8 Sick Leave – Payoff At Regular Retirement

For each employee who separates from County service on regular non-disability retirement, who reaches 100% of retirement benefit allowed by law, and who is prevented by law from converting some or all of the employee's remaining unused sick leave to service credit under Section 19.5 (Sick Leave – Conversion at Regular Retirement), the County shall pay the employee the monetary equivalent of twenty-five percent (25%) of all unused sick leave retaining to such employee's credit at the time of separation, computed on the basis of the employee's base hourly rate of pay.

19.97 Family Care and Medical Leave

~~Each eligible employee is entitled to Family and Medical Leave as provided by the Family & Medical Leave Act (FMLA) and California Family Rights Act (CFRA), as amended. These leaves run concurrently, as provided by law. A full time or part-time employee with at least one year of County service and 1,250 hours of service during the previous 12 month period may request up to 12 work weeks of Family Care Leave (Leave Without Pay) within a 12 month period. In some circumstances, an extra help employee may be eligible for Family Care Leave. Reason for the 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 illness of a child, spouse or parent. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in place of a parent 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 care 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 illness. Under those circumstances, each of the employees would be entitled to 12 weeks of Family Care Leave.

If an employee requests a paid or unpaid leave of absence for any reason which qualifies under FMLA/CFRA, the requested leave of absence shall run concurrent with the employee's FMLA/CFRA entitlements.

The appointing authority shall grant such Leave Without Pay in addition to the paid sick leave provided for in Article 19.2 upon submission of reasonable documentation. An employee may request to use accrued vacation and comp time as part of the leave but no accrued sick leave can be required as part of the leave, except in the case of the employee's own serious health condition. The County shall continue its contribution towards the health plan premium for up to 12 work weeks of the leave. Thereafter, the employee must pay the total benefit premium if the employee desires to continue insurance coverage under Article 15.6. Nothing in this section shall preclude the use of medical or pregnancy leave in Article 15.61 when the employee is medically incapacitated or disabled. Family Care Leave is a separate leave from a Maternity Leave.

If the event necessitating the 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 policy summarizes California law regarding Family Leave as provided in Government Code, Section 12945.2.~~

~~22.8.119.9.1 Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.~~

~~22.8.219.9.2 FMLA/CFRA Eligibility~~

~~To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the County for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.~~

~~22.8.319.9.3 Family Care And Medical Leave Entitlement~~

~~Subject to the provisions of the this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one or more, of the following reasons:~~

~~22.7.3.119.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);~~

~~22.8.3.219.9.3.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);~~

~~22.8.3.319.9.3.3 To care for the employee's child, parent, spouse, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.)~~

~~22.8.3.419.9.3.4 Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)~~

22.8.3.5 19.9.3.5 Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by a "rolling" twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

22.8.4 19.9.4 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.

22.8.4.1 19.9.4.1 An eligible employee's entitlement under Section 22.8.4-19.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

22.8.4.2 19.9.4.2 During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

22.8.5 19.9.5 Pay Status And Benefits

22.8.5.1 19.9.5.1 Except as provided in this Article, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The

employee will be required to continue to pay the employee's share of premiums payments, if any.

22.8.5.219.9.5.2 Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section—1815.6.1 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 22.819.9 or Section—1815.6.1 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section—1815.6.2 (Continuation of Health Benefits Coverage) applies.

#### 22.8.619.9.6 Relationship Of Family Care And Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section-22.819.9.14 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

#### 22.8.719.9.7 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

#### 22.8.819.9.8 Notice To The County

22.8.8.119.9.8.1 The employee must provide written notice to the County as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

22.8.8.219.9.8.2 The written notice must inform the County of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.



22.8.8.319.9.8.3 The employee shall consult with the County and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

#### 22.8.919.9.9 Medical Certification

22.8.9.119.9.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the County with recertification by the health care provider.

22.8.9.219.9.9.2 An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

22.8.9.319.9.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

22.8.9.419.9.9.4 Employees are required to use the medical certification forms available from the County Human Resources Department to meet the certification and recertification requirements of this section.

#### 22.8.1019.9.10 County's Response To Leave Request

It is the County's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

#### 22.8.1119.9.11 Dual Parent Employment

Where both parents are County employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care

and medical leave entitlement is not limited or combined for any other qualifying purpose.

22.8.1219.9.12 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

22.8.1319.9.13 FMLA/CFRA Procedures, Definitions, and Forms

A description of the required process and procedures to follow for intermittent leave and reduced leave schedules, forms to use when requesting family care and medical leave, and applicable definitions are included in the County Medical Leave Policy and found on the County Human Resources Department website, and are available from the Human Resources Department.

22.8.1419.9.14 Leaves of Absence Without Pay Usage Reference Table

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

<u>MOU Section</u>	<u>Sick</u>	<u>Vacatio n</u>	<u>CTO</u>	<u>Comment</u>
<u>Section 2219.2 (a) During the employee's own incapacity due to illness or injury.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 2219.2 (b) During the time needed by the employee to undergo medical or dental treatment or examination.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 2219.2 (c) When a woman employee is disabled by pregnancy.</u>	<u>Yes. You may keep 40 hrs.</u>	<u>No</u>	<u>No</u>	
<u>Section 2219.2 (d) When a child, spouse, or domestic partner of an employee, who is a member of the employee's</u>	<u>Yes. You may keep 40 hrs.</u>	<u>Yes</u>	<u>Yes</u>	<u>You may keep 40 hours in any combination of Vacation &amp;</u>

<u>MOU Section</u>	<u>Sick</u>	<u>Vacatio n</u>	<u>CTO</u>	<u>Comment</u>
<u>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>				<u>CTO</u>
<u>Section 2219.8.3 Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>See Section 18.6</u>
<u>Undisclosed reason or extended vacation</u>	<u>No</u>	<u>No</u>	<u>No</u>	<u>See Section 18.6</u>

22-8-1519.9.15 This Section 22-819.9 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section (22-819.9) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, and other provisions of this memorandum.

FOR THE COUNTY:

FOR SCPDIA:

Carol Allen

Math Byrne

Date: 8/16/13

Date: 8/16/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

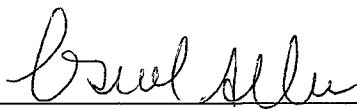
The County Of Sonoma ("County") and the Sonoma County Public Defender Investigators' Association ("SCPDIA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SCLEA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

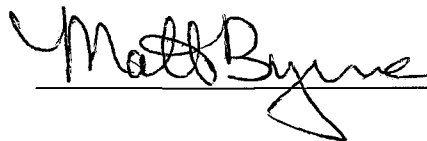
ARTICLE 23 - NO BREAK IN SERVICE

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

FOR THE COUNTY:

FOR SCPDIA:





Date: 8/16/13

Date: 8/16/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

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ARTICLE 27- GRIEVANCE PROCEDURE

27.12 Arbitrable Grievances

A grievance which directly and primarily involves the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, is arbitrable. If the grievance is submitted to arbitration by the Association, neither offers of settlement nor concessions for settlement made during the grievance procedure steps prior to mediation shall be admissible in arbitration.

Following 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 given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

27.13 Selection of Arbitrator

~~Following completion of the third step of the grievance procedure, if the grievance is subject to arbitration and remains unresolved, the Association on behalf of the grievant may request arbitration. The request for arbitration must be given to the County Counsel and the Employee Relations Manager in writing within 15 days of the receipt of the response from Step Three. An~~ The arbitrator may be selected by mutual agreement of the Association and County. ~~However, s~~ Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Mediation and Conciliation Service for a list of five qualified arbitrators. The

arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

FOR THE COUNTY:

Paul Allen

Date: 8/16/13

FOR SCPDIA:

Matt Byrne

Date: 8/16/13

COUNTY OF SONOMA  
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)  
Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

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

**ARTICLE 29 - FULL UNDERSTANDING, MODIFICATION, ACKNOWLEDGMENT**

29.1 Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. All other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

29.2 Acknowledgment

Except as provided herein, it is agreed and understood that the parties have met and conferred in accordance with their obligations under State law and the County's Employee Relations Policy in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this agreement during its term.

29.3 Meet and Confer During Term of Memorandum

a. If the County proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Agreement, it will provide the Association with written notice of the proposed policy or course of action and offer to meet and confer over the proposal in accordance with state law, ~~and the County's Employee Relations Policy (ERP), and with the provisions provided in (c) below.~~

b. The County and Association agree to meet and confer in accordance with State law, the ERP, and the provisions provided in (c) below if the County's proposal(s) include matters within the scope of representation in ~~covers one~~ (1) or more of the following

~~four matters; the County and the Association agree to meet and confer in accordance with state and County law and with the provisions as provided below:~~

1. The assignment of groups of employees to work hours, work shifts and/or work schedules. An example of such a change would be if the County proposed to change the work schedule of employees from a 4/10 to a 5/8 schedule.
2. The assignment of employees between departments as a result of reorganization or a change in the mission or program of the department(s) involved. An example of such a change would be if the County proposed to move the Investigator staff from the Public Defender Department to the Social Services Department.
3. The use and assignment of county vehicles and/or personal vehicles of employees for work-related purposes. An example of such a change would be if the county proposed to assign all Investigators to take-home County vehicles.
4. ~~Providing employees with meals or snacks. An example of such a change would be if the County proposed to charge employees for the cost of required meals or snacks produced or provided by the food service program in the Sheriff's Detention Division.~~

The provisions of this subsection (c) apply to the meet and confer process applicable to County proposals on matters within the scope of representation as described in subsections (a) and (b) above.

The County will provide written notice to the Association describing the proposed change. Upon request of the Association, the County will provide with all relevant information it has pertaining to the proposal as required by the Meyers-Milias-Brown Act (MMBA).

The Association will have up to fifteen (15) calendar days from when it received the notice to inform the County in writing if it desires to meet and confer over the proposal. If the Association fails to notify the County within the fifteen (15) days, the County may implement the proposal without any further obligation to meet and confer with the Association.

If the Association notifies the County within fifteen (15) calendar days of its desire to meet and confer, then the County and the Association shall meet and confer in good faith over the proposal and all identified impacts arising from the proposal.

Unless extended by mutual written agreement of the parties, the pre-impasse period for meeting and conferring pursuant to this Section 29.3 shall be sixty (60) calendar thirty-five



~~(35) business days (Monday through Friday) from when the Association was properly notified of the proposal by the county. If an agreement is not reached by the 35th calendar business day from the date the Association was notified, either party may declare an impasse by filing with the other party a written declaration of impasse and request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be held within two calendar business days, at which time the County shall present an impasse statement including the proposal that it intends proposes to implement after the completion of the post-impasse process required by law and this Section 29.3 60th calendar day should further discussions fail to produce an agreement.~~

~~If an agreement is not reached at the impasse meeting, if the parties so agree, the dispute may be submitted to the Board of Supervisors for determination. If they do not so agree, the dispute shall be submitted to mediation. If the parties fail to agree to submit the dispute to the Board of Supervisors, and fail to resolve the dispute through mediation within the timelines set forth in the MMBA, ten (10) days after mediation commenced, the matter may be submitted parties may agree to submit the dispute to fact finding in accordance with the provisions and timelines of the MMBA. If the parties fail to agree on fact finding, the dispute shall be submitted to the Board of Supervisors for such action, as in its legislative discretion, deems appropriate as in the public interest, if required under the County's Employee Relations Policy. In no event shall these dispute resolution procedures be applied by either party to extend the sixty (60) calendar day period without mutual written consent of the parties.~~

~~If the County complies with this Article, it shall be deemed to have fully satisfied its obligation to meet and confer under state and local law over the issues covered therein.~~

~~This Article 29.3 (2) is not subject to the grievance procedure of this agreement (Article 27) in any way except for an allegation that the County failed to provide the required notice or acted to implement the change before the procedures required by this section were completed 60 day period concluded. Any ruling by an arbitrator under this Article 29.3 (2) that is adverse to the County shall be limited to ordering the County to comply with the notice and/or time limits specified above.~~

#### 29.4 Written Modifications Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the Association and the County, unless made and executed in writing by the parties, and if required, approved and implemented by the Board of Supervisors.

29.5 No Limitation on Authority of Civil Service Commission

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

29.6 Non-Precedence

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

29.7 Side Letters

All side letters or other agreements not attached to or incorporated into this Memorandum are no longer valid. This MOU constitutes the entire agreement between the Association and the County.

FOR THE COUNTY:

FOR SCPDIA:

Carol Allen

Matthew Byrne

Date: 8/16/13

Date: 8/16/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 22, 2013

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

NEW ARTICLE - ARTICLE 32 - VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program

VTO Program eligibility, authorization of use, and conditions are specified and limited to the VTO Program document (Appendix C), which is incorporated herein by reference. The decision to use and authorize VTO is at the discretion of the department head. This section, ~~24~~<sup>32</sup> and the terms, authorization, and conditions are not grievable or subject to arbitration. <sup>MB CA</sup>

FOR THE COUNTY:

Carol Allen

FOR SCPDIA:

Matt Byrne

DATE: 8/22/13

DATE: 8/22/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT

August 16, 2013

The County Of Sonoma ("County") and the Sonoma County Public Defender Investigators' Association ("SCPDIA") have negotiated and reached a Tentative Agreement on this provision of the Memorandum of Understanding ("MOU"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the entire comprehensive agreement is subject to ratification by the SPDIA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

APPENDIX A

A 1.1 Employees in classifications in the Public Defender Investigators' Non-Supervisory bargaining unit shall be paid from the salary ranges as shown herein during the term of this ~~multi-year~~ Memorandum of Understanding. ~~The adjustments to new salary ranges shall occur on the dates specified below.~~ Effective with adoption of this MOU, County non Civil Service classifications (base wage premium classes) will be deleted from the Salary Table. Elimination of the base wage premium class will not impact current pensionable status of premiums.

The Salary Tables will be updated in the final version of the MOU to reflect salary increases agreed to in Article 7, Salaries and Administration of the Salary Schedule

A.1.2 Salary ranges effective January 13, 2009

UNIT 0055 – PUBLIC DEFENDER INVESTIGATORS

JOB CLASS		1/13/2009	1/13/2009	1/13/2009
		SALARY	MINIMUM	MAXIMUM
		RANGE		
NO.	TITLE	"A" STEP	(MONTHLY	(MONTHLY
			Y)	)
4180	SR PUB DEFENDER INVESTIGATOR	4159	\$7,234	\$8,792
4181	SR PUBLIC DEFEN INV INT POST*	4262	\$7,413	\$9,011

4182	SR PUBLIC DEFEN INV ADV POST*	4366	\$7,594	\$9,230
4193	PUB DEF INVESTIGATOR I	3386	\$5,889	\$7,159
4194	<del>PUB DEF INVESTIGATOR I INT POS*</del>	<del>3468</del>	<del>\$6,032</del>	<del>\$7,331</del>
4195	<del>PUB DEF INVESTIGATOR I APV POS*</del>	<del>3553</del>	<del>\$6,180</del>	<del>\$7,514</del>
4196	PUB DEF INVESTIGATOR II	3883	\$6,754	\$8,209
4197	<del>PUB DEF INVESTIGATOR II INT PO*</del>	<del>3979</del>	<del>\$6,921</del>	<del>\$8,411</del>
4198	<del>PUB DEF INVESTIGATOR II ADV PO*</del>	<del>7089</del>	<del>\$7,089</del>	<del>\$8,618</del>

\*The titles listed do not represent Civil Service Classifications. These titles are shown for salary purposes only.

FOR THE COUNTY:

FOR SCPDIA:

Barcl Allen

Matt Byrne

Date: 8/16/13

Date: 8/16/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

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~~APPENDIX C~~

~~LETTER OF UNDERSTANDING~~

~~COUNTY of SONOMA  
AND~~

~~SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION (SCPDIA)~~

~~The County of Sonoma and SCPDIA have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal year 2010/2011 and 2011/2012, effective July 1, 2010:~~

- ~~1.) The SCPDIA and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal year 2010/2011 and 2011/2012.~~
- ~~2.) All regular part time and full time employees represented by SCPDIA shall participate in the MTO Program.~~
- ~~3.) The MTO Program requires 8 days (64 hours) of time-off without pay for all full time County employees during the 2010/11 fiscal year. The MTO will 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 the Program Proposal) the 40 hours of MTO shall occur during Holiday Closures on December 23, 27, 28, 29, 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, 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. 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 shall occur during fiscal year 2010/2011 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 Proposal (Attachment A).~~

7.) ~~Effective July 1, 2010, the cash-out of accrued vacation (Vacation Buyback—Section 18.7) and compensatory time off (CTO) (Requests for Compensatory Time Payments—Section 13.13) shall be suspended for fiscal years 2010/11 and 2011/12.~~

8.) ~~The County agrees to reopen regarding the number of MTO hours, in the event the number of MTO hours for fiscal years 2010/2011 and/or 2011/2012 agreed to for the majority of represented employees, is less than those agreed to with SCPDIA.~~

9.) ~~The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~

10.) ~~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.~~

11.) ~~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.~~

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/ Matt Byrne~~ \_\_\_\_\_ ~~6/28/10~~

\_\_\_\_\_  
~~SCPDIA~~ \_\_\_\_\_ ~~Date~~

~~/s/ Carol Allen~~ \_\_\_\_\_ ~~6/28/10~~

\_\_\_\_\_  
~~County of Sonoma~~ \_\_\_\_\_ ~~Date~~

APPENDIX C — ATTACHMENT A

MANDATORY TIME OFF (MTO)

PROGRAM (FY 10/11 & 11/12)

Purpose

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

Participants

MTO shall apply to all regular part-time and full-time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra help employees may not be used to offset MTO staffing impacts.

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

MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12

In fiscal year 2010-11, the County shall utilize a 64-hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)

In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

In fiscal year 2011-12, the County shall utilize a 40-hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)

There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay



period in the fiscal year.

### MTO in 24/7 Operations

Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.

### Floating MTO days

Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:

- The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously
- The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.
- Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor
- Any combination of the above

### Employees

MTO shall be considered time in pay status for the accrual of benefits 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, deferred compensation and retirement credit as if the employee had worked their normal schedule.

Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.

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

MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.

### Department Conditions

In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra-

help is regularly used to cover "fixed post" positions.

### **Vacation and Compensatory Time Buyback**

~~Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.~~

~~Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.~~

### **Vacation and Compensatory Time Off Negotiated Maximums**

~~Vacation Accrual for fiscal year 10/11:~~

~~Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.~~

~~Vacation Accrual for fiscal year 11/12:~~

~~Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Vacation Accrual for fiscal year 12/13:~~

~~Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.~~

~~Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 10/11:~~

~~Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 11/12:~~

~~Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.~~

~~Compensatory Time Off (CTO) For fiscal year 12/13:~~

~~Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.~~

### **MTO Program Details**

#### **Pay Deductions - Amortization**

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

### ~~MTO Accounts and Balances~~

~~Payroll will set up accounts for each employee for MTO accumulated each pay period by payroll deduction, and MTO taken which will be credited each pay period for Holiday Closure or floating MTO days taken.~~

~~It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.~~

~~At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.~~

~~If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.~~

~~MTO shall be prorated for part time employees based upon their FTE (full-time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.~~

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

### ~~MTO Deduction - New Employees~~

~~New Full time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.~~

~~MTO for part time employees shall be prorated based upon their FTE (full-time equivalent).~~

### ~~Holiday Closure - Alternative Work Schedules~~

~~Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.~~

### ~~Holiday Pay~~

~~Full Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-ration applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-ration of holidays for part-time employees.~~

### ~~MTO - Terminating Employees~~

~~Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.~~

Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

#### **Employees Laid Off - Eligible for Severance**

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

#### **Holiday Closures - Employees with periods of Leave Without Pay (LWOP)**

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

Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts and Balances)

#### **Workers Compensation Leave**

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

If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.

#### **Long Term Disability**

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

#### **Floating Mandatory Time Off and 24/7 Operations**

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.

Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.

Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.

It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.

#### **Scheduling of Floating MTO days**

Employees designated to work during any portion of the Holiday Closures will have until the end of

~~the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.~~

~~Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.~~

~~(end)~~

FOR THE COUNTY:

FOR SCPDIA:

Carol Allen

Matthew Byrne

Date: 8/16/13

Date: 8/16/13

**COUNTY OF SONOMA**

**SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)**

Bargaining Unit: 0055

**TENTATIVE AGREEMENT**

August 16, 2013

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

**APPENDIX D  
LETTER OF UNDERSTANDING**

**COUNTY of SONOMA  
AND  
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)**

The County of Sonoma and SCPDIA have agreed to the following regarding the Staff Development Benefit Allowance (Article 26.1—26.4) provided by the current parties' MOU:

- 1.) ~~Due to the unavailability of funds, the SCPDIA and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance for fiscal years 2010/11 (7/1/10 through 6/30/11).~~
- 2.) ~~During this period 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 this suspension period.~~
- 4.) ~~This benefit will automatically be reinstated effective July 1, 2011.~~
- 5.) ~~The terms and implementation of this agreement may not be grieved through the grievance procedure of the MOU.~~
- 6.) ~~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.

~~7.) 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.~~

~~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.~~

~~10.) 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/ Matt Byrne \_\_\_\_\_ 6/17/10~~

~~\_\_\_\_\_  
\_\_\_\_\_  
SCPDA \_\_\_\_\_ Date~~

~~\_\_\_\_\_/s/ Carol Allen \_\_\_\_\_ 6/17/10~~

~~\_\_\_\_\_  
\_\_\_\_\_  
COUNTY OF SONOMA \_\_\_\_\_ Date~~

FOR THE COUNTY:

FOR SCPDIA:

Carol Allen

Matt Byrne

Date: 8/16/13

Date: 8/16/13

COUNTY OF SONOMA

SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

Bargaining Unit: 0055

TENTATIVE AGREEMENT - APPENDIX C

August 22, 2013

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

APPENDIX E

LETTER OF UNDERSTANDING

COUNTY of SONOMA  
AND  
SONOMA COUNTY PUBLIC DEFENDER INVESTIGATORS' ASSOCIATION  
(SCPDIA)

~~The County of Sonoma and SCPDIA have agreed to the following regarding Sonoma County's Voluntary Time Off Program:~~

- ~~1.) The Sonoma County Public Defender Investigators' Association (SCPDIA) 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.) The terms and implementation of this program may not be grieved through the grievance procedure of the MOU.~~
- ~~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.) 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.~~

~~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/ Matt Byrne \_\_\_\_\_ 6/17/10~~

~~\_\_\_\_\_ SCPDIA \_\_\_\_\_ Date~~

~~\_\_\_\_\_ /s/ Carol Allen \_\_\_\_\_ 6/17/10~~

~~\_\_\_\_\_ County of Sonoma \_\_\_\_\_ Date~~

APPENDIX E ATTACHMENT

VOLUNTARY TIME OFF (VTO) PROGRAM

(Extension of V.T.O. Program through June 30, 2012.)

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. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).

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).
- c. 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, and completed before the expiration of the VTO Program.~~

~~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.~~

### 5. Term

This program will expire on June 30, 2012

### 6. Communication

~~a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.~~

## **VOLUNTARY TIME OFF (VTO) PROGRAM**

**(Extension of V.T.O. Program through June 30, 2012.)**

### 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. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).

### 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 paid 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 paid 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).

c. 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 paid 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, and completed before the expiration of the MOU.

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.

5. Term

This program will expire on June 30, 2012

6. Communication

a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.

THE COUNTY OF SONOMA

VOLUNTARY TIME OFF (VTO) REQUEST

**INSTRUCTIONS:** Carefully read the conditions outlined in the Voluntary Time Off (VTO) Program. Complete this request form (***Please Print***), and submit it to your supervisor who will route it to your Department Head or designee for approval; then to the Department Payroll Clerk for processing and filing. **NOTE:** More than one request form may be submitted.

Name: \_\_\_\_\_ Employee #: \_\_\_\_\_

Job Class: \_\_\_\_\_ Bargaining Unit: \_\_\_\_\_ Department: \_\_\_\_\_

<u>REQUESTED VTO DATES:</u>		<u>TOTAL</u>
<u>FROM:</u>	<u>TO:</u>	<u>HOURS</u>

<u>REQUESTED VTO DATES:</u>		<u>TOTAL</u>
<u>FROM:</u>	<u>TO:</u>	<u>HOURS</u>
<b><u>TOTAL:</u></b>		

This request is an agreement between the employee and department head or designee as outlined above. This agreement is subject to approval, and management reserves the right to institute and revoke agreements. Employees may reduce their work schedule by up to 25% of their regular work schedule (for a full time FTE, the maximum reduction per pay period would be 20 hours). A reduction in hours will not impact non salary benefit levels for employees.

VTO may be taken in increments of not less than one-half hour. VTO shall be available to employees who are in "paid status" the work day before the beginning of the VTO as well as in "paid status" the entire work day after the completion of the VTO. VTO shall not be available to employees on leaves without pay.

**The above is in accord with my understanding:**

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Comment: \_\_\_\_\_  
—

**Department Head Authorization:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Comment: \_\_\_\_\_  
—

FOR THE COUNTY:

Paul Allen

Date: 8/22/13

FOR SCPDIA:

Matt Byrne

Date: 8/22/13



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 28**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors of the Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Barbara Lee, (707) 433-5911

**Supervisory District(s):**

Northern Sonoma County Air Pollution Control District

**Title:** Lower Emission School Bus Retrofit Grants, Healdsburg Unified School District

### **Recommended Actions:**

Adopt resolution authorizing the Air Pollution Control Officer of the Northern Sonoma County Air Pollution Control District to:

1. Execute three Funding Agreements for Bus Retrofits, between Northern Sonoma County Air Pollution Control District and Healdsburg Unified School District; Projects: "DMV Moyer 1314-01," "DMV Moyer 1314-02," and "DMV Moyer 1314-03," in a form approved by County Counsel (each agreement not to exceed \$20,000 for a total not to exceed \$60,000)
2. Amend the agreements, in a form approved by County Counsel, provided there is no increase in the grant amounts.

### **Executive Summary:**

Staff of the Northern Sonoma County Air Pollution Control District ("District") is requesting authorization to allow the Air Pollution Control Officer ("APCO") to execute three funding agreements for school bus retrofits with the Healdsburg Unified School District for funding amounts not to exceed \$20,000 per agreement. This item also requests authorization for the APCO to amend the agreements if needed, provided the amendments do not increase the authorized grant amount.

Assembly Bill 923 (Firebaugh, Statutes of 2004) ("AB 923") allows local air districts to collect a surcharge on motor vehicle registration for the purpose of funding specified projects that reduce air pollution, primarily diesel particulate matter, and specifically including school buses. Diesel particulate matter has been identified by the California Air Resources Board (CARB) as a toxic air contaminant, and studies have shown that it causes significant, adverse impacts on children, especially on the development and function of their lungs. As authorized by AB 923, in December 2004, the District's Board of Directors authorized a surcharge on motor vehicle registration in the amount of \$2 per vehicle.



Proposition 1B was approved by voters in 2006 and established the Lower Emission School Bus (LESB) Program to be implemented by CARB in cooperation with local air districts. In 2010, the Board authorized the District to administer and implement the LESB Program. The District has since expended all of its allocated Prop 1B funds on eligible school bus projects; however, additional school buses remain that could be replaced with clean technology. CARB guidelines allow for AB 923 funds to fund school bus retrofits which involve the installation of diesel particulate filters on existing buses, pursuant to a set of eligibility requirements and restrictions.

Healdsburg Unified School District (“HUSD”) submitted an application to the District for retrofit of three school buses using AB 923 funds. District staff determined that the three HUSD buses are eligible to receive funds for retrofits. CARB LESB Guidelines limit AB 923 funding to \$20,000 per bus, and District staff recommend approval of grant funds up to the total cost of each retrofit project, or \$20,000 per bus, whichever is less.

These bus retrofit projects are consistent with Board direction on award of local AB 923 funding within the County, and will prevent exposure of Sonoma County children who ride the bus to harmful emission of diesel exhaust. In light of this, District staff is requesting approval to award the funding to retrofit three school buses to HUSD.

**Prior Board Actions:**

2/23/2010: Resolution No. 10-0138 authorized the Lower Emission School Bus Program; 12/2004: Board authorized \$2 per vehicle surcharge for AB 923 DMV Moyer Program

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

Reducing contaminants in the air improves air quality and makes for a better quality of life for residents of the Northern Sonoma County Air Pollution Control District and all Californians.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 60,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 60,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 60,000</b>	<b>Total Sources</b>	<b>\$60,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Appropriations are available in the FY 13-14 District budget.

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



County of Sonoma  
State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Directors of the Northern Sonoma County Air Pollution Control District Authorizing the Air Pollution Control Officer to Award AB 923 Funds to Healdsburg Unified School District for the Retrofit of Three School Buses, in the Amount of Up To \$20,000 Per Bus, for a Total Not to Exceed \$60,000, from Funds Collected Through the \$2 Surcharge on Motor Vehicle Registration.**

**Whereas**, Assembly Bill 923 (Firebaugh, Statutes of 2004) authorizes collection of fees on registered motor vehicles to fund specified emission reduction projects, including replacing and retrofitting older, higher emitting school buses with clean technology; and

**Whereas**, by Resolution No. 04-1156, this Board established the collection and allocation of fees in the amount of \$2 per motor vehicle for projects consistent with AB 923; and

**Whereas**, Proposition 1B was approved by voters in 2006 and established the Lower Emission School Bus (LESB) Program to be implemented by the California Air Resources Board (CARB) in cooperation with local air districts; and

**Whereas**, CARB guidelines for the LESB Program allow the Northern Sonoma County Air Pollution Control District to award funds collected pursuant to AB 923 for the replacement of older, higher emitting school buses with clean technology, and

**Whereas**, Healdsburg Unified School District has three school buses eligible for a retrofit grant under the LESB Program using AB 923 funds; and

**Whereas**, The Board of Directors of the Northern Sonoma County Air Pollution Control District wants to reduce the health risks experienced by children from exposure to diesel exhaust.

**Now, Therefore, Be It Resolved** that the Board of Directors of the Northern Sonoma County Air Pollution Control District hereby finds, declares and determines as follows:

1. All of the above findings are true and correct;
2. The Air Pollution Control Officer or her designee is hereby authorized and directed to develop, execute, fund, audit, and administer three funding

Resolution #

Date:

Page 2

agreements to provide up to \$20,000 per bus in AB 923 funds, for a total not to exceed \$60,000, to Healdsburg Unified School District for retrofit of three buses under the LESB Program, subject to County Counsel approval as to form.

3. The Air Pollution Control Officer or her designee is hereby authorized to amend the funding agreements, subject to County Counsel approval as to form, so long as there is no increase in the grant amounts.

**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: 29**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

David Koch, 565-2168

**Supervisorial District(s):**

Countywide

**Title:** Evidence-Based Practice To Improve Public Safety (EBP-TIPS) grant funds for Federal FY 13-15.

### **Recommended Actions:**

Approve a resolution authorizing the Chief Probation Officer, on behalf of the Board, to accept grant funding in the amount of \$244,617 for the Evidence-Based Practice to Improve Public Safety program and to sign the Grant Agreement with the Board of State and Community Corrections.

### **Executive Summary:**

Background:

The Board of State and Community Corrections (BSCC) developed a request for proposals (RFP) that was released on May 17th, 2013 for Evidence Based Practices programs. Funding for the EBP-TIPS project is to be used to support probation departments that are prepared to participate in a two-year systems change approach in implementing or expanding the use of EBP within their local juvenile justice communities.

The Sonoma County Probation Department has been working towards implementation of evidence-based practices since 2008. Currently, the Department uses evidence-based risk/needs assessment tools in order to determine the level of risk for re-offending and to target resources to higher-risk offenders, and to match intensity of services and supervision to level of risk. Information from the risk assessment is used to develop individualized case plans. Case plans set "SMART" goals and identify interventions, supervision strategies and treatment programs that are appropriate to the offender's strengths and needs. The Department will soon launch a set of case management standards intended to guide staff on case planning, supervision and interventions.

Department staff have been trained in and currently use the following evidence based strategies and tools: Motivational Interviewing, Carey Guides and Effective Practices in Community Supervision (EPICS). The Department also contracts with local community-based organizations (CBOs) to provide evidence-based treatment programs for juvenile offenders; for example, Aggression Replacement Training, Functional Family Therapy and Interactive Journaling.

This fiscal year, Juvenile Hall staff will be trained in and begin using Core Correctional Practices for Institutions and the Department will launch the Correctional Program Checklist, a tool for monitoring program fidelity.

Given that for many of these projects, implementation has already begun or is planned for the coming year, the focus of the Department at this stage is to ensure the fidelity of new tools and to evaluate the efficacy of changes made.

Planned use of grant funds:

The Probation Department submitted an application for Evidence-Based Practice To Improve Public Safety (EBP-TIPS) grant funds for Federal FY 13-15. The Department is being awarded grant funds, and the BSCC requires an executed Resolution from the Board of Supervisors submitted on or before September 16, 2013. The award is based on the following project description:

*In year one, evaluate case management and service processes (e.g., intake and follow up assessments, referrals, etc.) and assist with the development of sustainable data collection and reporting systems for quality assurance. In year two, continue development of data collection and reporting systems, and evaluate probation case management activities, services and sanctions for effect size related to recidivism.*

In line with a continuous quality improvement model, the Department seeks to evaluate efforts made towards implementing EBPs and develop recommendations for future system-level and program-level improvements. Conducting the proposed project would support the Department's goal of continuing to expand what works in our community and eliminate practices that are ineffective.

As the Department moves forward with implementing evidence-based practices in order to reduce recidivism, it is important to expand the capacity to evaluate progress. This project would provide information about (a) the degree to which staff are achieving adherence to assessment and intervention tools, case management strategies and behavioral change programs, and (b) the degree to which those strategies, tools and programs are successful at reducing delinquent behavior in Sonoma County.

**Prior Board Actions:**

NA

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

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

The grant award is \$244,617 over the course of two years, with a 10% match, totaling \$275,649 over two years. The project allocates half the total amount to FY 13-14 and half to FY 14-15. The grant will fund a contracted evaluator (\$150,602 over two years), 520 hours of information systems programmer time (\$81,640 over two years), and administrative costs (\$12,231, 5% of the award amount). The match consists of in-kind contributions to manage the project (\$12,231), collect data (\$6,003) and assist with project evaluation (\$12,798). These activities will be conducted by the Probation Department's Research and Program Development Manager and staff. The budget adjustments will be made as part of the first quarter consolidated budget adjustments in October.

**Staffing Impacts**

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

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Date: September 10, 2013

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, to authorize the Chief Probation Officer, on behalf of the Board of Supervisors, to accept grant funding for the Evidence-Based Practice to Improve Public Safety project and to sign the Grant Agreement with the Board of State and Community Corrections**

**Whereas**, the Sonoma County Probation Department desires to participate in Evidence-Based Practices To Improve Public Safety project supported by federal Juvenile Accountability Block Grant funding and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

**Now, Therefore, Be It Resolved** that the Chief Probation Officer is authorized on behalf of this Governing Board to accept grant funding for the Evidence-Based Practice to Improve Public Safety project and to sign the Grant Agreement with the Board of State and Community Corrections.

**Be It Further Resolved** that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**Be It Further Resolved** that the Sonoma County Probation Department agrees to provide all matching funds required for said project and abide by the statutes and regulations governing the federal Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:  
Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**



Resolution #

Date:

Page 2



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 30**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

ASO Christel Querijero, 565-3923

**Supervisorial District(s):**

All

**Title:** 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application and Award

### **Recommended Actions:**

Approve and authorize the Sheriff to submit the 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application CFDA #16.738 for the County of Sonoma and execute JAG Program award documents with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$41,895.

### **Executive Summary:**

In 2005 Congress established the Justice Assistance Grant Program (JAG), which replaced funding previously disbursed through the Byrne Formula and Local Law Enforcement Block Grant (LLEBG), in order to provide state and local governments with more flexibility to prioritize and place justice funds where they are needed most. 2013 is the ninth year of the JAG Program. The 2013 allocation for Sonoma County decreased slightly this year from \$45,281 in 2012 to \$41,895 for 2013. Allocations to units of local government are determined based on state population, crime expenditure data, and Part 1 violent crime data from FBI Uniform Crime Reports.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. It provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs. JAG awards represent one-time funding. Funding has fluctuated drastically over the years from a high of the 2009 Recovery Act \$279,090 award to as low as zero funding.

The Sheriff's Office notified the Public Defender, Probation Chief, and District Attorney of the availability of these funds. By agreement among County criminal justice partners, the award rotates between the agencies each year. The Sheriff's Office will be the beneficiary of the 2013 JAG award. The Sheriff's Office wishes to fund the following critical one-time items:

- The purchase of wearable video and audio cameras that will be worn by deputies on patrol and a

server for data storage. Video and audio cameras are an effective tool in helping to substantiate the facts of an event or contact and to resolve discrepancies in citizen and deputy statements and/or conduct. They also allow for documentation of and insight into critical incidents that may be particularly useful when eyewitness accounts of an event are unreliable (\$21,000).

- The purchase of tasers to be used by correctional deputies at the detention facilities. Tasers increase deputy and inmate safety and provide correctional deputies with a tool to address anticipated staff assaults and incidents arising from inmate fights (\$20,895).

Once the JAG application has been accepted and an award made by the Department of Justice, the Sheriff's Office will make the necessary adjustments to its FY 13-14 budget.

**Prior Board Actions:**

Approval of annual JAG Program applications since 1996.

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

The Board's approval of the 2013 JAG application will enable the Sheriff's Office to purchase enhanced safety equipment for patrol and correctional deputies, which will improve citizen, deputy, and inmate safety.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 41,895	State/Federal	\$ 41,895
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 41,895</b>	<b>Total Sources</b>	<b>\$ 41,895</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Upon formal award of the JAG grant, 2013 JAG grant revenue and expenditures will be included as adjustments to the Sheriff's Office FY 13-14 adopted budget. JAG Program funds represent one-time funding.

**Staffing Impacts**

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

<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			
2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award Letter and Grant Acceptance documents 2013 JAG Local Solicitation CFDA #16.738			



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 31**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Jody Like, 565-1119

**Supervisorial District(s):**

All Supervisorial Districts

**Title:** Agreement for Internal Affairs Case Management System

### **Recommended Actions:**

Authorize the Sheriff to execute the Agreement for Internal Affairs Case Management System and Support Services with On Target Performance Systems for the term September 11, 2013 to September 10, 2018.

### **Executive Summary:**

The Sheriff's Office is requesting authorization to execute an agreement for the provision and ongoing maintenance of an Internal Affairs Case Management system (software) and support services with On Target Performance Systems for a five year term from September 11, 2013 to September 10, 2018, at a cost of \$56,150.

The Sheriff's Office currently uses various manual methods such as paper files or spreadsheets to collect and track employee performance information and to manage both Internal Affairs and background investigations. In July 2012, staff formally acknowledged the need to update these data tracking methods by implementing a system or software that would allow for the ability to collect, analyze, and report on data pertaining to employee performance and manage Internal Affairs investigations. A Request for Proposal (RFP) was issued in May 2013 to solicit proposals for an Internal Affairs case management system. The RFP was distributed electronically to eight vendors and posted on County Purchasing website. Two proposals were received; On Target Performance Systems was selected by the evaluation committee based on their ability to meet the needs of the Sheriff's Personnel Unit. The RFP included locals' preference language; no local vendors responded.

Case management software will improve the Sheriff's Office ability to monitor employee performance by centralizing information and providing reporting consistency irrespective of the employee's current assignment or supervisor. The software will provide the ability to track the number of accidents, awards, use of force incidents, citizen complaints, and policy violations for each employee. The software will also provide alerts to notify supervisors when pre-defined employee performance issues occur and will

facilitate follow-up and workflow to address these issues.

This software purchase including initial set-up, data migration, implementation, and training is being funded with DOJ asset forfeiture funds (040931). Uncommitted funds remaining after the purchase will be approximately \$300,000. Funds will be appropriated in the Sheriff's Admin operating budget through the consolidated budget adjustment process. ISD has been consulted on this project.

**Prior Board Actions:**

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

The Internal Affairs case management system supports the day-to-day operations of the Sheriff's Personnel Bureau.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 36,150	State/Federal	\$ 36,150
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 36,150</b>	<b>Total Sources</b>	<b>\$ 36,150</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

FY 13-14 expenditures including the first year of technical support and software maintenance total \$36,150. Funding for technical support and maintenance in subsequent years will be requested as part of the Sheriff's Office baseline budget request for system support. Under the Agreement, the cost of these services is \$5,000 per year for four years.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

<b>Attachments:</b>
<b>Related Items "On File" with the Clerk of the Board:</b>
Agreement for Internal Affairs Case Management System Request for Proposal Internal Affairs Case Management System.



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 32**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 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 of August 13, 2013; August 20, 2013; August 23, 2013 and September 3, 2013

**Recommended Actions:**

Approval.

**Executive Summary:**

- (A) Approval of Minutes – Minutes of the Meeting of August 13, 2013 for the following: Community Development Commission, South Park County Sanitation District, Sonoma County Water Agency, and the Board of Supervisors.
- (B) Minutes of the Meeting of August 20, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, In-Home Supportive Services Public Authority, Northern Sonoma County Air Pollution Control District, Sonoma County Public Financing Authority, Sonoma County Water Agency, and Board of Supervisors; and
- (C) Minutes of the Special Meeting of August 23, 2013 of the Board of Supervisors.
- (D) Minutes of the Special Meeting of September 3, 2013 of the Board of Supervisors.

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Not Applicable



**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

N/A

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

Minutes

**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**

**AUGUST 13, 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: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire

Supervisor Absent: Efren Carrillo

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)

## II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Gorin announced that she attended a public meeting regarding Sonoma Clean Power at the Town of Windsor; a Spring Community Alliance meeting to discuss the Highway 12 infrastructure project; and provided the Board with an update about the Redevelopment lawsuit filed against the California Department of Finance.

Supervisor Zane announced that she attended the Bay Area Air Quality Management Board meeting; made a presentation at the Sonoma County Fair 4-H and FFA award dinner; performed her first marriage ceremony for a lesbian couple; and participated and led a neighborhood night walk for the Mayors Gang Prevention Task Force.

Supervisor McGuire thanked Tim Ricard from the Economic Development Board for his work on moving forward the Jobs Plan. He announced the August 28th Ground Breaking Airport Safety Improvement Project; thanked the Transportation and Public Works Department for efforts on infrastructure improvements; and invited the public to the August 19th Windsor Town Hall meeting.

Chairman Rabbitt acknowledged the successful run of the Sonoma County Fair; attended the Golden Gate Bridge Highway and Transportation District meetings; and participated on a Water Bond Coalition conference call with Senator Lois Wolk. He announced the designation of Supervisor McGuire as alternate on the Project Labor Agreement Ad-hoc Committee; and the appointment of Supervisor Gorin as alternate on the Upstream Investments Committee. Chairman Rabbitt noted that the appointment of Supervisor Gorin as alternate would come back as an agenda item for ratification at a future meeting.

## III. CONSENT CALENDAR

(Items 1 through 19)

## PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

CONSENT CALENDAR (Continued)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution celebrating the 20th Anniversary of the Living Room. (Third District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0312

2. Adopt a Gold Resolution proclaiming August 11 through 17, 2013, as National Health Center Week. (County-wide)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0313

3. Adopt a Gold Resolution proclaiming August Child Support Awareness Month. (Child Support Services)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0314

SONOMA COUNTY WATER AGENCY

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

4. Adopt a Resolution in support of electing Grant Davis as Board Member for Region One Association of California Water Agencies for the 2014-2015 term.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0315

5. Authorize the Chair to execute an agreement with the Monte Rio Recreation and Park District for the Sonoma County Water Agency to provide two water tanks and interpretive signage design services in support of a rainwater catchment system to be located at the new Monte Rio Creekside Park (\$20,000; agreement terminates on June 30, 2014). (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

6. Authorize the Chair to execute the second amended agreement with Brown and Caldwell in an amount not-to-exceed \$38,909, modifying the scope of work to expand peak demand allocation water supply methodology development, and extending the agreement term by 7 months for a new agreement total of \$139,519 and end date of July 31, 2014.

CLOSED SESSION CALENDAR (Continued)

Item #6 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

SOUTH PARK COUNTY SANITATION DISTRICT

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

7. Authorize the Chair to execute the contract with Ghilotti Construction Company, Inc. for \$3,083,608.10, through completion date (estimated July 21, 2014), for construction of the South Park County Sanitation District Gloria Drive - Meekland Court Collection System Replacement and Gloria Drive & Valerie Way Water Main Replacement Project, and delegate authority to the General Manager of the Water Agency on behalf of South Park County Sanitation District, to execute agreement and release of any and all claims, if required. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

AUDITOR CONTROLLER-TREASURER-TAX COLLECTOR

8. Accept Agreed-Upon Procedures Report for the Sonoma County Tourism Board Business Improvement Area for the periods January 1, 2011 through December 31, 2011.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

CLERK-RECORDER-ASSESSOR

9. Authorize Clerk-Recorder-Assessor to execute agreement for software license, implementation, support and maintenance of a new Recording, Vital Records and Cashiering System with Tyler Technologies, Incorporated, for the period beginning, August 13, 2013 through June 30, 2015, for a total amount of \$560,250 with the option to renew Maintenance and Support services for two additional one (1) year periods.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

COUNTY ADMINISTRATOR / AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR / INFORMATION SYSTEMS / GENERAL SERVICES

10. Accept quarterly update on the Enterprise Financial System project implementation.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

CONSENT CALENDAR (Continued)

GENERAL SERVICES/ SHERIFF'S OFFICE

11. Approve the project plans and specifications for the Mt. Jackson Radio Tower and Vault and authorize the Chair to execute a construction contract with AE Nelson Construction for the Mt. Jackson Tower and Vault Project in the amount of \$683,800.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

HEALTH SERVICES

12. Authorize the Director of Health Services to execute an agreement with Vavrinek, Trine, Day & Company, LLP for First 5 Sonoma County independent auditing services in an amount not to exceed \$29,000 through August 31, 2014.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

13. Authorize the Director of Health Services to execute a Memorandum of Understanding with Sonoma Humane Society to provide Love Me Fix Me spay/neuter pilot program services at the Sonoma Humane Society veterinary clinic through the termination date of the Love Me Fix Me program.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

HUMAN SERVICES

14. Adopt a Resolution authorizing the Director of the Human Services Department to execute an agreement with the California Department of Education for Human Services to receive up to \$154,442 for the local administration of subsidized child care services for the period of July 1, 2013 through June 30, 2014 as well as execute future amendments that increase revenue but do not significantly alter program requirements.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0316

PERMIT AND RESOURCE MANAGEMENT

15. Approve the request to withdraw the appeal of the Board of Zoning Adjustment's decision to approve a Use Permit. Kenneth Kahn, applicant; Crimson Wine Group, appellant. 24511 Rich Ranch Road, Cloverdale; APNs 118-100-038 and -051 (File No. UPE11-0099). (Fourth District)

Item #15 was moved to the Regular Calendar.

CONSENT CALENDAR (Continued)

SHERIFF'S OFFICE

16. Authorize the Sheriff to execute the agreement with Support Our Students Counseling Services to provide diversion and counseling services to juveniles residing in Windsor, in the amount of \$30,000, funded by the Town of Windsor, for Windsor Youth and Family Services from July 1, 2013 to June 30, 2014. (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

TRANSPORTATION AND PUBLIC WORKS

17. Sutter Hospital Agreement - (A) Approve the plans and proposal for the installation of a sidewalk, curb and gutter, drainage modifications, and utility adjustments along the Cricklewood Restaurant frontage on Old Redwood Highway. (B) Authorize Transportation and Public Works Director to sign the agreement with Sutter Hospital for the design and construction of the improvements at a cost of not to exceed \$135,827. (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

18. Authorize the Chair to execute on-call emergency engineering services agreements for a not to exceed amount of \$25,000 per fiscal year, with a term ending June 30, 2018 with the following firms: Avila and Associates, BKF Engineering, Blackburn Consulting, Brunsing Associates, Inc., Building Technology Associates, Caltrop, Coastland Engineers, Crawford & Associates, Green Valley Engineering, Harris & Associates, HDR Engineering, Inc., Kleinfelder West, Inc., LACO Associates, Lescure Engineers, Mead & Hunt, MGE Engineering, Inc., Quincy Engineering, Ray Carlson & Associates, TRC Engineers, WRECO, and W-Trans.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

MISCELLANEOUS

19. Approval of Minutes - (A) Approve the Minutes of the Meeting of July 30, 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 (B) Approve the Minutes of the Meeting of July 30, 2013 of the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

IV. REGULAR CALENDAR (Items 20 through 22)

PERMIT AND RESOURCE MANAGEMENT

15. Approve the request to withdraw the appeal of the Board of Zoning Adjustment's decision to approve a Use Permit. Kenneth Kahn, applicant; Crimson Wine Group, appellant. 24511 Rich Ranch Road, Cloverdale; APNs 118-100-038 and -051 (File No. UPE11-0099). (Fourth District)

9:20 A.M.

Present: Sigrid Swedenborg, Project Planner

Speakers:

Kenny Kahn  
Marybeth Chandler  
Josh Chandler  
Richard Pusicci

9:34 A.M. Supervisor Zane left the meeting

9:36 A.M. Supervisor Zane rejoined the meeting

Pete Parkinson, Director of Permit and Resource Management Department

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

CLERK-RECORDER-ASSESSOR

20. Presentation of the 2013-2014 Assessment Roll

9:51 A.M.

Present: William Rousseau, Clerk-Recorder-Assessor, and Greg Walsh, Chief Deputy Assessor

Information Only.

10:19 A.M. The Board recessed

10:41 A.M. The Board reconvened

COMMUNITY DEVELOPMENT COMMISSION

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

21. Transfer of Rohnert Park Housing Assets -

(A) Approve and authorize Sonoma County Community Development Commission Executive Director to execute a Letter of Intent with the City of Rohnert Park relating



CONSENT CALENDAR (Continued)

Item #21 Continued

to the transfer of certain housing assets of the City's former redevelopment agency, to negotiate and execute an assignment and assumption agreement consistent with the Letter of Intent following review and approval of County Counsel as to form, and to carry out all tasks necessary to finalize the asset transfer upon the completion of due diligence activities and satisfactory compliance with the terms of the agreement.

- (B) Authorize Sonoma County Community Development Commission staff to perform all functions associated with ownership of real properties acquired from the City of Rohnert Park, in compliance with the Commission's adopted Procurement Policy and all other applicable laws, regulations and policies. (Third District)

10:41 A.M.

Present: Kathleen Kane, Executive Director of the Community Development Commission and John Haig, Redevelopment Manager

The Board directed staff to return to the Board with proposed usage of the housing assets.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

HEALTH SERVICES

22. Animal Services Workgroup and Animal Care and Control Update -

- (A) Accept Animal Care and Control update and approve recommendations in the report titled Sonoma County Animal Services Action Plan.

- (B) Adopt a Resolution effective August 13, 2013 adding two (2.0 FTE) Animal Control Officer II positions and two (2.0 FTE) Animal Care Assistant positions -to the Department of Health Services' allocation list.

10:59 A.M.

Present: Ellen Bauer, Public Health Division Director, and Jennifer Milligan, County Administrator Analyst

Speakers:

RJ Kamprath

Nancy King

The Board directed staff to return in 6 months with an update.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Shirlee Zane, and Mike McGuire.

ABSENT: Efren Carrillo.

Approved by Resolution No. 13-0317

11:56 A.M. The Board recessed to closed session.

V. CLOSED SESSION CALENDAR (Items 23 through 27)

23. The Board of Supervisors will meet in closed session for the following: Conference with Labor Negotiator - Agency Negotiator: Fran Buchanan; IEDA Negotiator; Jerry Dunn, Human Services Department Director and Diane Kaljian, Adult & Aging Division Director, Human Services Department (Govt. Code Section 54957.6).

Direction was given to labor negotiator.

24. The Board of Supervisors will meet in closed session for the following: Initiation of litigation (Govt. Code Section 54956.9(d)(4)).

Withdrawn

25. 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 Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Withdrawn

26. The Board of Supervisors will meet in closed session for the following: Public Employee Performance Evaluation - Title: Permit and Resource Management Department Director. (Govt. Code Section 54957(b)(1)).

Direction was given to staff.

27. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Public Defender (Govt. Code Section 54957(b)(1)).

Direction was given to staff.

VI. REGULAR AFTERNOON CALENDAR (Items 28 through 31)

2:12 P.M. - RECONVENE FROM CLOSED SESSION

Supervisor Shirlee Zane left the meeting following closed session.

28. Report on Closed Session.

Counsel Goldstein reported on closed session items #23-27.

29. 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.)

2:13 P.M. Public Comment opened

Rich Hannan  
Maureen DeVoe  
Mary Morrison  
John Jenkel  
Deborah Taveras  
Lou  
Peter Tscherneff  
James Bennett  
Colleen Fernald

2:41 P.M. Public Comment closed

30. 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 reviewed or acted on.

31. ADJOURNMENTS

2:42 P.M. The Board adjourned the meeting in memory of Bernard Brazis, Alan M. Furbur Sr., and Isabelle Jacinto. The meeting was adjourned to August 20, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk

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

**TUESDAY**

**AUGUST 20, 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: Susan Gorin, David Rabbitt, Mike McGuire, Efren Carrillo.

Supervisor Absent: Shirlee Zane.

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 two Agenda Addendums that noted the following items: Consent Item #29A - Financing for the CSA #41 Salmon Creek Water District System-wide Improvements; and Consent Item #29B - Authorizing the Chair to execute construction contract W12016 upon notice of appropriation by the Federal Aviation Administration to the County's federal congressional delegation. He also announced that Regular Item #34 "Advertising Program grant for the Geyserville Chamber of Commerce" had been pulled from the agenda.

### II. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire announced that he had attended the Library Joint Powers Agreement Review Committee meeting; provided an update on the Hanson Gravel Pit and Sonoma County former mining site restoration efforts; updated the Board on the Airport Arts Partnership; and invited the Board to attend the August 26th Windsor Community meeting to discuss the Airport Safety Improvement Project.

Chairman Rabbitt reported that he testified before the local government subcommittee of the Assembly on SB 510 - Land use/subdivisions/rental mobilehome park conversion; attended the Sonoma County Employees Retirement Association Subcommittee on Retirement Administrator recruitment; participated in the North Bay Reuse Authority meeting; and announced that he was appointed by the Governor to serve on the California Seismic Safety Commission.

Supervisor Gorin announced that she traveled to Washington D.C. regarding funding opportunities; updated the Board on Sequoia Park annexation issues; made a request to have the Upstream Investment Committee update the Board on community partners and outreach efforts; attended the Sonoma Clean Power Authority meeting; and will travel to Sacramento to talk to local legislators about the Sonoma Developmental Center.

Supervisor Carrillo made a public statement addressing his July 13<sup>th</sup> arrest.

### III. CONSENT CALENDAR

(Items 1 through 29)

#### PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

#### PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution honoring Pete Parkinson, on his retirement as Director, for his many contributions to the Permit and Resource Management Department and to the County of Sonoma. (Permit and Resource Management)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0318

2. Adopt a Gold Resolution proclaiming August 26, 2013 to be Women's Equality Day in Sonoma County. (Human Resources)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0319

#### PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution honoring and acknowledging Janet Ramatici on the occasion of her retirement as Executive Director from the Petaluma Education Foundation. (Second District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0320

4. Adopt a Gold Resolution proclaiming August 15, 2013 as Wells Fargo Center for the Arts Day in Sonoma County. (Fourth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0321

#### SONOMA COUNTY WATER AGENCY

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

5. Authorize the Chair to execute an agreement with Sonoma Ecology Center to provide Sonoma Creek and tributaries debris management for flood control, and landowner outreach and education assistance for the amount of \$25,000; agreement terminates on December 31, 2014. (First District)

CONSENT CALENDAR (Continued)

Item #5 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

6. Review and accept Agreed Upon Procedures and review reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarter ending June 30, 2013.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

7. Review and accept the Annual Report of County Service Area No. 40 - Fire Services for the fiscal year ended June 30, 2012.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

8. Review and approve the quarterly Treasury Financial Report April 1 through June 30, 2013.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

9. Approve the County of Sonoma Statement of Investment Policy.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

10. Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an agreement with MAXIMUS Consulting Services, Inc. for county-wide State Mandate (SB90) consulting services for a term of three years (\$76,550) with an option for two additional years (\$54,300) for a total amount of \$130,850.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

11. Authorize the Chair to execute an agreement for parking citation processing services, handheld ticket writing hardware and hardware/software maintenance services with Phoenix Group Information Systems for the term of July 1, 2013 to June 30, 2015 in an amount not to exceed \$40,500 annually.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

CONSENT CALENDAR (Continued)

12. Adopt a Resolution authorizing the \$8.7 million annual financing used to advance delinquent taxes to taxing jurisdictions in Fiscal Year 2012-13 and the renewal of prior delinquent tax anticipation notes as authorized by the Alternative Method of Property Tax Allocation.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0322

BOARD OF SUPERVISORS

13. Disbursement of Fiscal Year 2013-14 Advertising Funds (Third District) - Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2013-14: Artistic Wonders Society for the Wunderkammer event, \$1,000.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

GENERAL SERVICES

14. Authorize the Purchasing Agent to execute a Blanket Purchase Order with Applied Pest Management, Inc. for pest extermination services effective September 1, 2013, through August 31, 2014, with the option to extend for two (2) additional one (1) year periods, providing that extensions are agreeable to both parties.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

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)

15. Adopt a Concurrent Resolution amending the Salary Resolution 95-0926, Section 18.3, One-Time Lump-Sum, Non-Recurring and Non-Pensionable Payments, authorizing the deposit of the two \$100 County Health Reimbursement Arrangement (HRA) contributions, to instead be deposited into a Flexible Spending Account (FSA) for eligible active employees not enrolled in a County sponsored medical plan.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0323



CONSENT CALENDAR (Continued)

HUMAN SERVICES

16. Authorize the Director of Human Services to sign amendments to increase the amount of three contracts from \$25,000 to \$50,000 each, with Council on Aging, Brabetz Inc., and Janelle Melvin-Macrae, for adult care direct client services, no change to the original term (July 1, 2012 and ending June 30, 2014).

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

17. Authorize the Director of Human Services to execute agreements with the University of California, Davis Extension to provide Eligibility Worker, Child Welfare, and Adult Services training to Human Services Department staff for the period of July 1, 2013 through June 30, 2014 for a total contract value of \$193,550 with the Human Services Department share of cost of \$167,085.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

18. Authorize the Director of Human Services to execute Amendment No. 1 to an existing Fiscal Year 2012-13 agreement with the Northern California Center for Well Being for the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Human Services Department continuation of Community Expansion Grant, increasing the contract by \$5,000 resulting in a new total not to exceed amount of \$112,106, no change to the term through September 30, 2013.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

HUMAN SERVICES / IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

19. Adopt a Resolution of the In-Home Support Services Public Authority Board of Directors approving the Memorandum of Understanding with SEIU, United Healthcare Workers (UHW) from October 1, 2013 through September 30, 2015.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0324

PERMIT AND RESOURCE MANAGEMENT

20. Adopt a Resolution and Conditions of Approval for a Lot Line Adjustment between three parcels under Williamson Act contract for Westside Grapes LLC - David DiLoreto, for property located at 6050 Westside Road, Healdsburg (APNs 110-160-016, -011 and -017) and 6025 Westside Road (APN 116-160-006) (File LLA12-0055). (Fourth District)

CONSENT CALENDAR (Continued)

Item #20 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0325

SHERIFF'S OFFICE

21. Authorize the Chair to execute an annual Federal Equitable Sharing Agreement and Certification with the U.S. Department of Justice and the U.S. Treasury.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

22. Authorize the Sheriff to execute the \$66,352 supplemental law enforcement services agreement with Speedway Sonoma, LLC, for the 2013 Indy Racing League (IRL) races from August 23, 2013 through August 25, 2013. (First District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

SHERIFF'S OFFICE / HEALTH SERVICES / HUMAN SERVICES

23. Adopt a Resolution approving an agreement with the County Medical Services Program (CMSP) Governing Board which will allow Sonoma County to claim reimbursement for certain inmates who receive eligible inpatient hospital services during July 1, 2013 through December 31, 2013 and authorize the Chair to execute the agreement with CMSP for the above stated services for the period July 1, 2013 through June 30, 2014, for an amount of \$5,000.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0326

TRANSPORTATION AND PUBLIC WORKS

24. Approve and authorize the Chair to sign agreement for engineering design with Biggs Cardosa Associates, Inc. for the replacement of Wohler Road Bridge over Mark West Creek (C01135) for an amount not to exceed \$729,301, with a term ending December 31, 2015. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

CONSENT CALENDAR (Continued)

25. Approve and authorize the Chair to execute on-call emergency engineering services agreements for a not to exceed amount of \$25,000 per fiscal year, with a term ending June 30, 2018 with Miyamoto International.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

26. Refuse Enterprise - Short-Term Operation of Central Landfill Disposal Site and County Transfer Stations -

(A) Approve and authorize the Chair to sign the agreement for Operation of the County Transfer Stations with the Ratto Group of Companies, Inc., subject to issuance of a Notice to Proceed, for the period of September 1, 2013 through September 30, 2014.

(B) Approve and authorize the Chair to sign the second amendment to the agreement for Resumption of Disposal Operations at the Central Landfill and Landfill Re-Permitting services, with Keller Canyon Landfill, Inc., increasing the landfill operations cost to \$33.24 per ton, adding additional tasks to the scope of work, and extending the term of the agreement to September 30, 2014

Speaker:

Roger Larsen

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

MISCELLANEOUS

27. Approval the Minutes of the Board of Supervisors Meeting of August 6, 2013.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

APPOINTMENTS/REAPPOINTMENTS

(Items 28 through 29)

28. Authorize Pete Parkinson to continue representing the County of Sonoma on the Basin Advisory Panel, through Plan adoption in late 2013 or early 2014. (Permit and Resource Management)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

29. Ratify the Chair's appointment of Supervisor Susan Gorin as alternate on the Upstream Investments Committee beginning August 13, 2013 to December 31, 2013. (County-wide)

CONSENT CALENDAR (Continued)

Item #29 Continued

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

SONOMA COUNTY PUBLIC FINANCING AUTHORITY

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

29A. Financing for the CSA #41 Salmon Creek Water District System-wide Improvements - Adopt a Resolution of the Sonoma County Public Financing Authority amending and supplementing its Resolution No. 13-0301, adopted on July 30, 2013, to accommodate United States Department of Agriculture Regulations. (Fifth District)

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolution No. 13-0327

TRANSPORTATION AND PUBLIC WORKS

29B. Authorize the Chair to execute construction contract W12016 upon notice of appropriation by the Federal Aviation Administration to the County's federal congressional delegation.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

#### IV. REGULAR CALENDAR (Items 30 through 36)

##### HEALTH SERVICES

#### 30. First 5 Community Capacity Building and One-Time Strategic Capital Investments Contracts - Authorize the Director of Health Services to execute an agreement with:

- (A) California Parenting Institute (CPI) pursuant to which the County of Sonoma will provide funding to CPI to remodel a CPI facility, enhancing the ability to provide counseling and education services to children 0 to 5 and their families, in an amount not to exceed \$350,000 with a term end date of July 31, 2023.
- (B) Petaluma Health Center (PHC) pursuant to which the County of Sonoma will provide funding to PHC to remodel a PHC facility to co-locate a Women, Infants, and Children (WIC) program to provide nutritional support for children 0 to 5 and their families, in an amount not to exceed \$250,000 with a term end date of December 31, 2023.
- (C) Alliance Medical Center pursuant to which the County of Sonoma will provide funding to Alliance Medical Center to renovate two pediatric dental operatories in their Healdsburg clinic and add mobile dental equipment to provide expanded dental services to Windsor and Cloverdale children in an amount not to exceed \$561,924 with a term end date of September 30, 2023.
- (D) Santa Rosa Community Health Centers (SRCHC) pursuant to which the County of Sonoma will provide funding to SRCHC to develop a dental health center that will equip 14 new dental operatories and new dental staff that will provide prevention and early intervention dental services and a dental home for children 0 to 5 and pregnant women, in an amount not to exceed \$753,382, with a term end date of December 31, 2016.
- (E) Community Action Partnership (CAP) pursuant to which the County of Sonoma will provide funding to CAP to develop the Southwest Santa Rosa Early Childhood Campus and Family Resource Center, which will provide year-round opportunities to engage and support parents of young children with a goal to eliminate future disparities in academic achievement as those children progress into kindergarten and beyond, in an amount not to exceed \$1,378,320, with a term end date of September 30, 2018.
- (F) La Luz Center pursuant to which the County of Sonoma will provide funding to the La Luz Center for the Capital Facilities Renovation Project, which will expand the existing La Luz family resource center, improving the ability of the center staff to effectively engage parents in counseling services and provide for a dedicated child care room to be used while parents are engaged with center staff, in an amount not to exceed \$171,138, with a term end date of September 30, 2023.
- (G) Community Child Care Council (4Cs) pursuant to which the County of Sonoma will provide funding to 4Cs for Value in Preschool (VIP) Scholarship Expansion, providing for preschool scholarships to children to get into designated quality preschool programs in Petaluma and Cotati, in an amount not to exceed \$815,000, with a term end date of June 30, 2018.

REGULAR CALENDAR (Continued)

Item #30 Continued

9:25 A.M.

Present: Alfredo Perez, First 5 Sonoma County Executive Director; Ellen Bauer, Public Health Division Director; and Loren Soukup, Chair, First 5 Sonoma County Commission

Speaker:

Michael Hilber

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR / GENERAL SERVICES

AND

SONOMA COUNTY PUBLIC FINANCING CORPORATION

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

31. Sonoma County 2013 Series A & B Refunding Certificates of Participation -

- (A) Adopt a Resolution authorizing the execution by the County of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- (B) Adopt a Resolution of Board of Directors of the County of Sonoma Public Financing Corporation authorizing the execution by the Corporation of various documents with respect to the refinancing of the County of Sonoma Certificates of Participation, 2003 Series A and 2003 Series B and authorizing related actions in connection therewith; and
- (C) Authorize the Director of General Services to execute a contract with KNN for financial advisor services in the amount of \$96,500 and Stradling, Yocca, Carlson & Rauth for bond counsel services in the amount of \$46,500.

9:50 A.M.

Present: David Sundstrom, Auditor-Controller-Treasurer-Tax Collector; Jonathan Kadlec, Assistant Treasurer; Gene Clark, General Services Deputy Director

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

Approved by Resolutions No. 13-0328, 13-0329

10:00 A.M. The Board recessed

10:17 A.M. The Board reconvened

REGULAR CALENDAR (Continued)

HUMAN SERVICES / PROBATION

32. Approve the 2013 Child Welfare and Juvenile Probation County Self-Assessment Report.

10:18 A.M.

Present: David Koch, Deputy Chief Probation Officer; Jerry Dunn, Director of Human Services; and Nick Honey, Division Director Family Youth and Children

Speaker:

Peter Tscherneff

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

BOARD OF SUPERVISORS

33. Approve fee waiver in the amount of \$1,910 for the Cloverdale Little League, the Cloverdale Dog Park Committee, the Cloverdale Skate Park City, and the City of Cloverdale's solid waste inspection and monitoring for the development a new community park at the Asti Road dump site. (Fourth District)

10:17 A.M.

Board Action: Approved as Recommended

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

34. Approve an Advertising Program grant in the amount of \$5,000 for the Geyserville Chamber of Commerce for costs associated with new office space to be open to visitors and tourists. (Fourth District)

Item #34 was pulled from the agenda

35. 11:00 A.M. - 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.)

11:02 A.M. Public Comment opened

Dawna Gallagher  
Stephen Fuller-Rowell  
Lisa Maldonado

REGULAR CALENDAR (Continued)  
Public Comment Continued

Karen Fraser  
Bob Williamson  
Petrer Tscherneff  
Mary Morrison  
Maureen DeVoe  
Richard Hannan  
John Jenkel  
Edward Mendoza  
Colleen Fernald

11:32 A.M. Public Comment closed

36. 11:00 A.M. - 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 reviewed or acted on.

11:33 P.M. The Board recessed to closed session.



V. CLOSED SESSION CALENDAR (Items 37 through 40)

37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: California Sportfishing Protection Alliance v. County of Sonoma, U.S. District Court, Northern District of California, Case No. 3:13-cv-00362-JCS, Citizen Suit Action under the Federal Clean Water Act (Govt. Code Section 54956.9 (d)(1)).

Direction was given to staff and Counsel.

38. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Millview County Water District, et al. v. California State Water Resources Control Board, et al. (Mendocino County Superior Court Case No. SCUK CVPT 12 59715) (Govt. Code Section 54956.9 (d)(1)).

Board Action: Authorize to appeal the decision of the Superior Court to the Court of Appeals.

AYES: Susan Gorin, David Rabbitt, Mike McGuire, and Efren Carrillo.

ABSENT: Shirlee Zane.

39. 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 Negotiators: Wendy Macy/Carol Allen/ Janae Novotny, Burke & Associates, Carol Stevens, Burke & Associates, and Janet Cory Sommer, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to labor negotiators.

40. The Board of Supervisors will meet in closed session for the following: Public Employee Appointment - Title: Interim Director of the Permit and Resources Management Department. (Govt. Code Section 54957).

The Board appointed Dewayne Starnes as the Interim Director of Permit and Resource Management Department effective September 1, 2013.

1:10 P.M. RECONVENE FROM CLOSED SESSION

ABSENT: Supervisor Gorin

41. Report on Closed Session.

Counsel Goldstein reported on closed session items #37-40. See section V.

42. ADJOURNMENTS

1:11 P.M. The Board adjourned the meeting in memory of Theodore Charles Bernard III, Heidi Zimmer, and Senator Pat Wiggins. The meeting was adjourned to August 23, 2013 at 1:00 P.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk of the Board

## **ACTION SUMMARY**

**SPECIAL MEETING  
COUNTY OF SONOMA  
BOARD OF SUPERVISORS  
FRIDAY, AUGUST 23, 2013  
575 ADMINISTRATION DRIVE, ROOM 102A  
SANTA ROSA, CALIFORNIA**

---

The Board of Supervisors of the County of Sonoma met this date in adjourned session with the following members present: Susan Gorin, Shirlee Zane, Mike McGuire, Efen Carrillo

Chairman David Rabbitt presiding

Present: Bruce Goldstein, County Counsel  
Veronica A. Ferguson, County Administrator

### **I. CALL TO ORDER**

1:11 P.M. Chairman Rabbitt called the meeting to order.

### **II. PLEDGE OF ALLEGIANCE**

### **III. PUBLIC COMMENT ON MATTERS LISTED ON THE AGENDA**

None.

1:11 P.M. The Board recessed to closed session.

### **IV. CLOSED SESSION CALENDAR**

1. The County of Sonoma Board of Supervisors will meet in closed session for the following: Permit and Resource Management Department Head Recruitment. Agency Negotiator: Wendy Macy, Director of Human Resources and Norm Roberts, Roberts Consulting Group (Govt. Code Section 54957).

### **V. ADJOURN**

5:05 P.M. Adjourned to September 10, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano,  
Chief Deputy Clerk

## **ACTION SUMMARY**

**SPECIAL MEETING  
COUNTY OF SONOMA  
BOARD OF SUPERVISORS  
TUESDAY, SEPTEMBER 3, 2013  
575 ADMINISTRATION DRIVE, ROOM 102A  
SANTA ROSA, CALIFORNIA**

---

The Board of Supervisors of the County of Sonoma met this date in adjourned session with the following members present: David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Supervisor Absent: Susan Gorin

Chairman David Rabbitt presiding

Present: Bruce Goldstein, County Counsel  
Veronica A. Ferguson, County Administrator

### **I. CALL TO ORDER**

8:33 A.M. Chairman Rabbitt called the meeting to order.

### **II. PLEDGE OF ALLEGIANCE**

### **III. PUBLIC COMMENT ON MATTERS LISTED ON THE AGENDA**

None.

8:34 A.M. The Board recessed to closed session.

8:37 A.M. Supervisor Gorin joined the Board in closed session.

### **IV. CLOSED SESSION CALENDAR**

1. The County of Sonoma Board of Supervisors will meet in closed session for the following: Permit and Resource Management Department Head Recruitment. Agency Negotiator: Wendy Macy, Director of Human Resources and Norm Roberts, Roberts Consulting Group (Govt. Code Section 54957).

### **V. ADJOURN**

11:13 A.M. Adjourn to September 10, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 33**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

William F. Rousseau, 707-565-1877

**Supervisorial District(s):**

All

**Title:** General District Election Appointments.

### **Recommended Actions:**

Adopt resolution appointing nominees to the office of Director of their respective districts for the following districts: Cazadero Community Services, Graton Community Services, Occidental Community Services, Bennett Valley Fire Protection, Glen Ellen Fire Protection, Schell-Vista Fire Protection, Bodega Bay Public Utility, Camp Meeker Recreation and Park, Monte Rio Recreation and Park, Russian River Recreation and Park, Forestville County Water, North Bay Water, North Main Water, Russian River County Water, Sonoma Mountain County Water, and Timber Cover County Water.

### **Executive Summary:**

An election is scheduled for November 5, 2013, to elect directors to numerous special districts. In those districts in which the number of nominees is equal to or less than the number of offices to be filled, Elections Code Section 10515 provides for appointment of the nominees by the Board of Supervisors, rather than requiring an election.

The attached resolution includes the names of the candidates who have qualified for appointment to their respective districts pursuant to the above-stated provision of state law. Further, state law requires that these appointments be made by the Board of Supervisors, as the supervising authority, prior to December 2, 2013. Each person so appointed shall qualify, take office, and serve exactly as if elected at a general district election for such office.

For those offices for which no nominations were made, the law provides that the Board of Supervisors, also no later than December 2, 2013, appoint any person who is qualified to hold the office as of November 5, 2013, to fill the vacancies. Separate memos to the Clerk of the Board and to the Supervisors will list the vacant positions and the necessary qualifications for appointment. It will be incumbent upon the Board to identify qualified candidates and make the necessary appointments to fill the vacant seats.

Upon adoption of this resolution, the Registrar of Voters Office will issue certificates of election to the respective nominees.

**Prior Board Actions:**

None.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Resolution.

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

None.



# County of Sonoma

## State of California

---

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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### **Resolution of the Board of Supervisors of the County of Sonoma, State of California, Appointing Nominees to the Offices of Director of Their Respective Districts.**

**Whereas**, the November 5, 2013, General District Election was the regularly scheduled election for directors of the following districts; and

**Whereas**, each of the following districts has a number of nominees equal to or less than the number of offices to be filled in each respective district; and

**Whereas**, Elections Code §10515 provides that in such cases the supervising authority shall appoint such nominees as directors to serve exactly as if elected; and

**Whereas**, the following named persons are the nominees for the office of Director for each of the following districts as set forth below:

**Cazadero Community Services District**: Term, 4 years: Eric Schanz, Homer Canelis.

**Cazadero Community Services District**: Term, 2 years: Charlotte Berry.

**Graton Community Services District**: Term, 2 years: Karen M. Hendrickson.

**Occidental Community Services District**: Term, 4 years: John Gonnella, Chris Martin.

**Bennett Valley Fire Protection District**: Term, 4 years: Arnold Tognozzi, Mark Richardson.

**Glen Ellen Fire Protection District**: Term, 4 years: Raymond Fredricks, Robert J. Norrbom, Sr.

**Schell-Vista Fire Protection District**: Term, 4 years: Joseph E. Petersen, Robert Kruljac.

**Bodega Bay Public Utility District**: Office #1, Term, 4 years: Peter Rooney.

**Bodega Bay Public Utility District**: Office #2, Term, 4 years: Michael "Steve" Freeman.

Resolution #

Date:

Page 2

**Camp Meeker Recreation and Park District:** Term, 4 years: Gary Helfrich, Anthony Tominia, Jeffrey Rusch.

**Monte Rio Recreation and Park District:** Term, 4 years: Peter Andrews, Mary Cowan-Baker.

**Russian River Recreation and Park District:** Term, 4 years: Steven L. Jackson, Vicki Cunningham.

**Forestville County Water District:** Term, 4 years: Earl Stephens, Steven Bandettini.

**Forestville County Water District:** Term, 2 years: Travis Robbins.

**North Bay Water District:** Term, 4 years: Norman D. Yenni, Michael M. Mulas.

**North Marin Water District:** Term, 4 years: John C. Schoonover, Rick Fraités.

**Russian River County Water District:** Term, 4 years: Janet Zagoria, Richard (Rich) McGowan.

**Sonoma Mountain County Water District:** Term, 4 years: Thomas C. Gillett, Bob Nyden.

**Timber Cove County Water District:** Term, 4 years: Tim Winterer, Frederick S. Leif, Tom Giacinto.

**Timber Cove County Water District:** Term, 2 years: Brian Todd.

**Now, Therefore, Be It Resolved,** that pursuant to Elections Code Section 10515, the Board of Supervisors of the County of Sonoma does hereby appoint the herein named nominees who shall take office and serve exactly as if elected at the November 5, 2013, General District Election for the term prescribed by law.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number: 34**

(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:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Chairman David Rabbitt 707-565-2241

All

**Title:** Assessment Appeals Board Reappointments

### **Recommended Actions:**

Reappoint Stephen M. Beckwith and James Brush as regular members of the Assessment Appeals Board for a term of three years beginning on September 2, 2013 and ending on September 1, 2016 (County-wide)

### **Executive Summary:**

The Assessment Appeals Board consists of three general members and three alternate members that are countywide appointments by the Board of Supervisors. Each member serves for a term of three years. Each member must have a minimum of five years of professional experience in California as a public accountant, real estate broker, attorney or property appraiser. Prior to serving, each member must also complete a training course from the Board of Equalization to satisfy Revenue and Taxation Code Section 1624.01. Two general members are currently eligible for reappointment.

The members currently eligible for reappointment are:

- Stephen Beckwith, was a licensed real estate professional from 1989 through 1995 and is now a licensed attorney. He has been serving as a general member since December 2006.
- James Brush, a licensed real estate professional, who has been serving as a general member since September 2007.

Staff recommends reappointing the two existing members for the following reasons:

- Each member is in good standing and is willing and qualified to continue their service.
- Each member is willing to continue to meet the increased demands on their time that the Assessment Appeals schedule requires, without any additional compensation.
- Each member is experienced with the complex, quasi-judicial Assessment Appeals process.
- The County has incurred a significant cost in staff time to train each existing member.



- The County will incur a significant cost in staff time to recruit and train any new members.
- The County will be able to resolve fewer applications for an unknown period of time as the Assessment Appeals calendar will have to be reduced time to conduct recruitment and train new members.

Per Government Code Section 1623 of the Revenue and Taxation Code, Assessment Appeals Board members term shall begin on the first Monday of September for a term of three years.

**Prior Board Actions:**

December 5, 2006 – Appointed Steven M. Beckwith as a general member to the Assessment Appeals Board.  
 September 11, 2007 – Appointed James Brush as a general member to the Assessment Appeals Board.  
 January 1, 2010 – Reappointed Steven M. Beckwith as a general member to the Assessment Appeals Board.  
 August 24, 2010 – Reappointed James Brush as a general member to the Assessment Appeals Board.

**Strategic Plan Alignment:** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

Per Board of Supervisor Resolution 95-0326, Assessment Appeals Board Members are paid \$75.00 for meetings less than 4 hours and \$125.00 for meetings 4 hours or more.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

None

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

None



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 35**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint John Nagle to the Agricultural Preservation and Open Space District Advisory Committee from March 19, 2013 through March 19, 2015. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 36**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 707/565-2241

**Supervisorial District(s):**

Second District

**Title:** Appointment

**Recommended Actions:**

Appoint Jacqueline Perlmutter to the Alcohol and Drug Problems Advisory Board representing the Second District for a term of two years beginning September 10, 2013 to September 9, 2015. (Second District)

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Not Applicable

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 37**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint Trey Dunia to the Alcohol and Drug Problem Advisory Board from August 18, 2013 through August 18, 2016. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 13-14**

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

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





County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 38**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint Kevin McConnell to the Alcohol and Drug Problem Advisory Board from April 24, 2013 through April 24, 2016. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

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

**Fiscal Summary - FY 13-14**

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

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



County of Sonoma  
Agenda Item  
Summary Report

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

**Agenda Item Number: 39**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

Supervisor Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Reappointment

**Recommended Actions:**

Reappoint Pattie Heisser to the Commission on the Status of Women from August 16, 2013 through August 16, 2015. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 13-14**

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

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



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 40**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Jon Stout, 707-565-7243

**Supervisorial District(s):**

Fourth

**Title:** Sonoma County Airport Runway Safety Improvement Project Mitigation

### **Recommended Actions:**

Adopt resolutions authorizing the Chair of the Board to execute three Grant Anticipation notes, of \$24,000,000 in total, to provide temporary cash flow for the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project.

Authorize the Airport Manager to: (1) execute four agreements, totaling \$6,699,285, for purchase of conservation acreage for mitigation relating to the Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project; and (2) execute Amendment #2, adding \$475,000 for a new total of \$1,515,000 and a two-year payment option, to the December 10, 2012 Agreement between the County of Sonoma and the Alton Preserve; and (3) execute other documents for purchase of these mitigation credits for the Runway Safety Improvement Project.

### **Executive Summary:**

This item seeks to issue notes to the County Treasury to provide cash flow for the \$53 million Charles M. Schulz Sonoma County Airport Runway Safety Improvement Project (Project) and to authorize actions to secure nearly \$7.5 million in mitigation credits for certain environmental impacts associated with the project.

The notes would cover both the \$31.2 million construction and the \$21.8 million mitigation portions of the cost but, in order to minimize interest costs, will be issued in three amounts at different stages of the project. This will allow the County to take advantage of reimbursements through Federal Aviation Administration Grants for eligible costs for the project. The three amounts will be \$10 million, \$4 million, and \$10 million for a total of \$24 million.

The nearly \$7.5 million in mitigation credit actions in this item are a part of estimated \$16.3 million in

mitigation costs for Phase 1. With prior actions, the Board has already addressed \$2.3 million in Phase 1, leaving \$6.8 million for the remainder of Phase 1 and about \$5.5 million in Phase 2 to for future actions over the next 21 months.

## **Background**

### Grant Anticipation Notes

The Airport operates on a narrow budget and is unable to cash flow the Project costs upfront due to the FAA grants being on a reimbursement basis ; therefore, the Airport needs a cash advance to begin the Project. State law allows a jurisdiction to issue Grant Anticipation Notes (GANs) up to 95 percent of the amount of the anticipated grant. A GAN can be issued once funding is appropriated and committed to the local jurisdiction. FAA has confirmed that funding for this project is appropriated and committed in an amount sufficient to support the issuance of the GANs. The Airport is seeking to issue three (3) Grant Anticipation Notes.

The first is an amount not to exceed \$10,000,000 (dated September 10, 2013) and will be used to purchase mitigation credits required by regional, state, and federal resource agencies related to the Runway Safety Area Enhancement Project. The mitigation grants are anticipated to be \$14,685,348.

The second and third grants are in the amount of \$4,000,000 (dated September 10, 2013) and \$10,000,000 (dated April 1, 2014), respectively, are needed to fund Project construction. The construction grant is anticipated to be \$28,071,331.

Interest on the GAN is set at the pooled rate plus 75 Basis points. Interest on the notes, estimated at about \$370,000, as well as the local match required for the FAA grants, will be paid using Airport Enterprise funds. The security for the Notes include first, the anticipated grants, then funds available from the Airport Enterprise funds, and any money lawfully available to the County for repayment. The Airport has issued GANs in the past, and this has proved a very effective means of bridging the gap between expenditures and receipt of reimbursement. The Airport brought the subject notes to the Debt Advisory Committee on September 3, 2013 for a recommendation to the Board of Supervisors. The notes have also been reviewed and approved by County Counsel, and the Treasury has agreed to purchase the Notes. An exhibit displaying the planned project cash flow has been attached.

### Mitigation Actions

Under the U.S. Fish and Wildlife Services (USFWS) Biological Opinion, Sonoma County is required to acquire a total of 13.8 acres of endangered plant (Burke's goldfields) mitigation and 26.8 acres of California Tiger Salamander (CTS) mitigation from a USFWS approved mitigation bank or conservation site located on the Santa Rosa Plain in Sonoma County. These mitigations are required under the Federal Endangered Species Act to compensate for the loss of habitat as a result of the project.

In addition to the acreage stated above, the County is required to acquire 8.92 acres of wetland (vernal pools) and 3.9 acres of deep wetlands (deep vernal pools) mitigation from a US Army Corps of Engineers (Corps) approved wetland mitigation bank or conservation site on the Santa Rosa Plain. The County in

addition, has an obligation to mitigate for the loss of 4.22 acres (1,506 linear feet) of stream and riparian woodland habitat along Airport Creek. Under federal and state wetland permits, this mitigation requirement will be met by enhancing, restoring and re-establishing stream and riparian habitat at one on-site location (along the 617 linear foot re-located portion of Airport Creek) and at three off-site locations. These mitigations are required under the Federal Endangered Species Act and will be a condition of the Corps' Sections 404 Clean Water Act permit, the California Department of Fish and Wildlife Section 1602 Streambed Alteration Permit, and the North Coast Regional Water Quality Control Board's Section 401 Water Quality Certification Permit.

The Airport conducted a Request for Proposal in February 2012 to provide mitigation credits or mitigation acreage for wetlands, endangered plants and CTS impacts associated with the Project. Through this process there were 11 proposals submitted covering 16 mitigation sites, turn-key sites and other potential mitigation sites.

All of the agreements are subject to the receipt of a grant from the Federal Aviation Administration (FAA), and the prices are held until October 31, 2013. In the event that the Airport is not successful in obtaining the grant to pay for these conservation credits there is no penalty associated for not completing the transactions.

At this time, staff requests the Board to approve and authorization the Airport Manager to execute four agreements as follow:

1. Alton South Conservation Site: 3.62 acres of combined Burke's Goldfield/CTS mitigation at \$981,678.20 per acre for a total of \$3,553,675. This agreement provides for payment of the purchase over a three-year period with \$1,949,000 payable upon execution of the Agreement, \$787,500 payable in September 2014, and \$817,175 payable in September 2015.
2. Alton South Conservation Site: 1.47 acres of wetlands mitigation at \$1,010,000 per acre for a total of \$1,484,700.
3. Carinalli-Todd Road Mitigation Bank: 16.32 acres of CTS mitigation at \$68,000 per acre for a total of \$1,109,760.
4. Horn Mitigation Bank: 7.55 acres of wetland mitigation. \$73,000 per acre for a total of \$551,150.

On December 11, 2012, the Board approved and authorized the Airport Manager to sign an Agreement with Alton North Conservation Bank (ANCB) for 1.03 acres of combined Burke's Goldfield and CTS mitigation in the amount of \$1,040,000. After execution of the Agreement, it was determined that ANCB could provide an additional 0.47 acres at the same rate of \$1,010,000 per acre. Amendment #1 extended the "FAA funding" date for the Agreement. The Airport Manager requests authorization to execute Amendment #2 in the amount of \$475,000. The revised contract total will be \$1,515,000.

As noted earlier these agreements account for only a portion of the mitigation requirements associated with Phase 1 of the project. Currently proposed mitigation ratios are subject to change during the permitting process with the resource agencies. The estimated cost for all mitigation requirements is \$21,800,000.

<b>Prior Board Actions:</b>			
12/11/12: Board approved two Agreements for purchase of conservation acreage; 10/23/12: Board approved the third amendment for RS&H; 10/23/12 Board approved the second amendment for Mead and Hunt; 3/27/12 Board approved Airport Development Loan; 1/24/12 Board approved Airport Development Loan; 1/24/12 Board approved amendment number one with Mead and Hunt: 1/24/12 Board certified the Final Environmental Impact Report, amended the General Plan and adopted the Airport Master Plan.			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
These agreements support the County's Strategic Plan focus area of Economic and Environmental Stewardship.			
<b>Fiscal Summary - FY 13-14</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 6,609,610.		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 5,948,649
	\$	Fees/Other	\$ 660,961
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 6,609,610</b>	<b>Total Sources</b>	<b>\$ 6,609,610</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Airport Operating Revenues will be used as the match to the federal grant. The total cost of the agreements will be \$8,214,285. In FY 13-14 \$6,609,610; FY 14-15 \$787,500; and FY 15-16 \$817,175.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
N/A			
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Resolution for Grant Anticipation Note \$10,000,000 #1; Resolution for Grant Anticipation Note \$4,000,000 #2; Resolution for Grant Anticipation Note \$10,000,000 #3; Project Cash flow #4			



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

Grant Anticipation Note \$10,000,000 #1; Grant Anticipation Note \$4,000,000; Grant Anticipation Note \$10,000,000 #2; Alton South Conservation Site Agreement; Carinalli-Todd Road Mitigation Bank Agreement; Horn Mitigation Bank Agreement; Alton North Conservation Bank Agreement; Alton Preserve Conservation Site Agreement



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing The Issuance And Sale of Grant Anticipation Notes In The Principal Amount of  
\$10,000,000 for The Runway Safety Area Enhancement Project Construction Costs.**

**Whereas**, the County of Sonoma ("County") is in need of a cash advance for costs related to the Runway Safety Area Enhancement Project("Project"); and

**Whereas**, the County approved the Project on June 25, 2013; and

**Whereas**, the County anticipates the receipt of federal grants from the Federal Aviation Administration ("FAA") for Project; and

**Whereas**, the County will implement the Project pending receipt of the Grants and will receive reimbursement from the FAA; and

**Whereas**, the County as authorized pursuant to Government Code Section 53859, may undertake Grant Anticipation Notes in anticipation of the receipt of grants.

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

1. The Note. The \$10,000,000 Note authorized by this Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Division Grant Anticipation Note Series 2014-3 Note" (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53859 et seq.

2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration. In addition, the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.

3. The Project. The Project is the Runway Safety Area Enhancement

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53859

Resolution #

Date:

Page 2

and following Government Code, the County shall borrow the principal sum of \$10,000,000 and shall issue a single \$10,000,000 principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum of \$10,000,000. The note shall be issued in registered form, shall be dated April 1, 2014, and shall mature on April 1, 2017. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus 75 basis points rounded to the nearest tenth. The interest rate will initially be set based upon the period ending March 31, 2014. Thereafter, interest will be due annually on June 30th. The interest rate shall adjust on July 1, 2014, July 1, 2015, and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and Redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
AIRPORT DIVISION  
(SUBJECT TO CALL AND REDEMPTION)

GRANT ANTICIPATION NOTE – SERIES 2014-3

AIP 3-06-0241-044-2013

Par Amount \$10,000,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum of \$10,000,000 on April 1, 2017, and to

Resolution #

Date:

Page 3

pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will initially be set based upon the period ending March 31, 2014. Thereafter, interest will be due annually on June 30<sup>th</sup>. The interest rate shall adjust on July 1, 2014, July 1, 2015 and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. The principal of this Grant Anticipation Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount of \$10,000,000, represents the entire Grant Anticipation Note issue of the Series 2014-3, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53859 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Grant Anticipation Note hereby consents and agrees, and each subsequent registered owner of this Grant Anticipation Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Grant Anticipation Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Grant Anticipation Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Grant Anticipation Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

Resolution #  
Date:  
Page 4

IN WITNESS WHEREOF, the County of Sonoma has caused this Grant Anticipation Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated April 1, 2014.

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note to the purchaser thereof is hereby authorized and directed as such officer to sign by his manual signature the note and the Clerk of the Board who may be in office at the date of the note or at any time thereafter prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of her manual signature the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if her or she had remained such officer.

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Sonoma County Airport Airfield Improvements" which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                                      Noes:                                      Absent:                                      Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing The Issuance And Sale of Grant Anticipation Notes In The Principal Amount of  
\$4,000,000 for The Runway Safety Area Enhancement Project Construction Costs.**

**Whereas**, the County of Sonoma ("County") is in need of a cash advance for costs related to the Runway Safety Area Enhancement Project ("Project"); and

**Whereas**, the County approved the Project on June 25, 2013; and

**Whereas**, the County anticipates the receipt of federal grants from the Federal Aviation Administration ("FAA") for Project; and

**Whereas**, the County will implement the Project pending receipt of the Grants and will receive reimbursement from the FAA; and

**Whereas**, the County as authorized pursuant to Government Code Section 53859, may undertake Grant Anticipation Notes in anticipation of the receipt of grants.

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

1. The Note. The \$4,000,000 Note authorized by this Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Division Grant Anticipation Note Series 2014-2 Note" (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53859 et seq.

2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration. In addition the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.

3. The Project. The Project is the Runway Safety Area Enhancement

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53859

Resolution #

Date:

Page 2

and following Government Code, the County shall borrow the principal sum of \$4,000,000 and shall issue a single 4,000,000 principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum of \$4,000,000. The note shall be issued in registered form, shall be dated September 10, 2013, and shall mature on September 10, 2016. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus 75 basis points rounded to the nearest tenth. The interest rate will initially be set based upon the period ending June 30, 2013. Thereafter, interest will be due annually on June 30th. The interest rate shall adjust on July 1, 2014, July 1, 2015 and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
AIRPORT DIVISION  
(SUBJECT TO CALL AND REDEMPTION)

GRANT ANTICIPATION NOTE – SERIES 2014-2

AIP 3-06-0241-044-2013

Par Amount \$4,000,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum of \$4,000,000 on September 10, 2016,

Resolution #

Date:

Page 3

and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will initially be set based upon the period ending June 30, 2013 . Thereafter, interest will be due annually on June 30<sup>th</sup>. The interest rate shall adjust on July 1, 2014, July 1, 2015 and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. The principal of this Grant Anticipation Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount of \$4,000,000, represents the entire Grant Anticipation Note issue of the Series 2014-2 and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53859 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Grant Anticipation Note hereby consents and agrees, and each subsequent registered owner of this Grant Anticipation Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Grant Anticipation Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Grant Anticipation Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Grant Anticipation Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.



Resolution #

Date:

Page 4

IN WITNESS WHEREOF, the County of Sonoma has caused this Grant Anticipation Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated September 10, 2013.

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note to the purchaser thereof is hereby authorized and directed as such officer to sign by his manual signature the note and the Clerk of the Board who may be in office at the date of the note or at any time thereafter prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of her manual signature the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if her or she had remained such officer.

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Sonoma County Airport Airfield Improvements" which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                                  Noes:                                  Absent:                                  Abstain:

**So Ordered.**



County of Sonoma  
State of California

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Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing The Issuance And Sale Of Grant Anticipation Notes In The Principal Amount not to  
exceed \$10,000,000 for The Runway Safety Area Enhancement Project Mitigation Credit  
Purchase.**

**Whereas**, the County of Sonoma ("County") is in need of a cash advance for costs related to the Runway Safety Area Enhancement Project("Project"); and

**Whereas**, the County approved the Project on June 25, 2013; and

**Whereas**, the County anticipates the receipt of federal grants from the Federal Aviation Administration ("FAA") for Project; and

**Whereas**, the County will implement the Project pending receipt of the Grants and will receive reimbursement from the FAA; and

**Whereas**, the County as authorized pursuant to Government Code Section 53859, may undertake Grant Anticipation Notes in anticipation of the receipt of grants.

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

1. The Note. The \$10,000,000 Note authorized by this Resolution shall be designated "Sonoma County Department of Transportation and Public Works, Airport Division Grant Anticipation Note Series 2014-1 Note" (hereinafter "The Note") and is being issued pursuant to the provisions of Government Code Section 53859 et seq.

2. Security. The account receivable constituting the security on which the Note is being issued is the anticipated revenue from the Airport Enterprise Fund, including reimbursement anticipated from the Federal Aviation Administration. In addition the County pledges to pay the Note from any all revenue lawfully available to the County for repayment.

3. The Project. The Project is the Runway Safety Area Enhancement

Resolution #

Date:

Page 2

4. Authorization to Borrow and Issue Note. Pursuant to the provisions of Section 53859 and following Government Code, the County shall borrow the principal sum not to exceed \$10,000,000 and shall issue a single principal amount Note to evidence said indebtedness, which Note is hereby authorized to be issued for the purpose hereinabove set forth. The Board delegates to the Director of Transportation and Public Works the authority to sell and deliver the Note to the County Treasurer in exchange for the principal sum not to exceed \$10,000,000. The note shall be issued in registered form, shall be dated September 10, 2013, and shall mature on September 10, 2016. The Note shall bear interest at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated quarterly, plus 75 basis points rounded to the nearest tenth. The interest rate will initially be set based upon the period ending June 30, 2013 . Thereafter, interest will be due annually on June 30th. The interest rate shall adjust on July 1, 2014, July 1, 2015 and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. Payment shall be due at the time of maturity of the note. The interest on principal of the Note shall be payable in lawful money of the United States of America at the office of the County Treasurer of Sonoma County, California.

5. Note to be Callable and redeemable. The Note shall be callable and redeemable in whole or in part at any time following its issuance and before maturity by the Board giving the registered owner of the Note thirty (30) days' prior written notice. The price of redemption shall be the prorated unpaid balance of principal and accrues interest at the date of redemption without penalty or premium.

6. Form of Note: The Note shall be substantially the following form:

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF SONOMA  
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
AIRPORT DIVISION  
(SUBJECT TO CALL AND REDEMPTION)

GRANT ANTICIPATION NOTE – SERIES 2014-1

AIP 3-06-0241-045-2013 and

AIP 3-06-0241-046-2013

Par Amount: \$10,000,000

The County of Sonoma, duly organized and existing under and pursuant to the Constitution and laws of the State of California, for value received hereby promises to pay to the registered owner the principal sum not to exceed \$10,000,000 on September

Resolution #

Date:

Page 3

10, 2016, and to pay interest on such principal sum from the date hereof at the rate earned by funds invested by the Sonoma County Treasurer in his "pooled investment account" as calculated in the most recent calendar quarter, plus 75 basis points rounded up to the nearest tenth. The interest rate will initially be set based upon the period ending June 30, 2013. Thereafter, interest will be due annually on June 30<sup>th</sup>. The interest rate shall adjust on July 1, 2014, July 1, 2015 and July 1, 2016, using the aforementioned prescribed method of interest rate calculation. The principal of this Grant Anticipation Note and accumulated interest due shall be payable to the registered owner only upon presentation of this Note at maturity. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the Office of the Sonoma County Treasurer.

This Note, in the principal amount not to exceed \$10,000,000, represents the entire Grant Anticipation Note issue of the Series 2014-1, and is issued under and pursuant to the laws of the State of California, including the provisions of Section 53859 and following, of the California Government Code (the "Law"), and pursuant to a resolution (the "Resolution") adopted by the Board of Supervisors of the County of Sonoma. Reference is hereby made to the Resolution for a specific description of the security therein provided for the payment of the principal of and interest on this Note, to all of the provisions of which the registered owner hereof by his acceptance of this Grant Anticipation Note hereby consents and agrees, and each subsequent registered owner of this Grant Anticipation Note has recourse to all of the provisions of the Resolution and the Law and is bound thereby.

The Board hereby covenants and warrants that it will pay promptly, when due, the principal of this Grant Anticipation Note and interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution and the applicable Law.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Grant Anticipation Note, together with all indebtedness and obligations of the County, does not exceed any limit prescribed by the Resolution or the laws of the State of California.

This Grant Anticipation Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the Department giving the registered owner thirty (30) days' prior written notice thereof.

Resolution #

Date:

Page 4

IN WITNESS WHEREOF, the County of Sonoma has caused this Grant Anticipation Note to be signed in its name by the Chair of the Board of Supervisors and countersigned by the Clerk of the Board, and has caused this Note to be dated September 10, 2013.

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

7. Authority to Execute Note. The Chair of the Board of Supervisors who may be in office at the date of the Note or at any time thereafter prior to the delivery of the Note to the purchaser thereof is hereby authorized and directed as such officer to sign by his manual signature the note and the Clerk of the Board who may be in office at the date of the note or at any time thereafter prior to such delivery of the Note is hereby authorized and directed as such officer to countersign by use of her manual signature the Note. If any officer whose signature or countersignature appears upon the Note ceases to be an officer of the Board before the delivery of the Note to the purchasers, his or her signature or countersignature shall nevertheless be valid and of the same force and effect as if her or she had remained such officer.

8. Proceeds of Sale of the note Dedicated to the Project. The purchase price of the Note (except for the accrued interest received thereon) shall be deposited forthwith upon receipt in a special fund designated to be "Sonoma County Airport Airfield Improvements" which fund has been established and is being administered by the County Auditor. All monies in said fund shall be applied to the payment of costs and expenses of the construction of the Project described in the recital paragraphs of this Resolution, including costs of issuance of the Note.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

## Runway Safety Area Enhancement Project

**Mitigation Cash Flow**

Month	Income	Expenses	Ending Cash Balance	Comments
Aug-13			0	
Sep-13	10,000,000	9,515,585	484,415	First Note From Treasury/Approved Phase 1 Mitigation Expenses
Oct-13	-	-	\$484,415	No Activity
Nov-13	7,612,468	-	\$8,096,883	FAA Reimbursement
Dec-13	40,000	3,040,000	\$5,096,883	Transfer from Airport Funds/Repayment to Treasury with interest
Jan-14	-	-	\$5,096,883	No Activity
Feb-14	-	-	\$5,096,883	No Activity
Mar-14	-	-	\$5,096,883	No Activity
Apr-14	-	500,000	\$4,596,883	Approved Phase 1 Mitigation Expenses
May-14	-	3,000,000	\$1,596,883	Approved Phase 1 Mitigation Expenses
Jun-14	400,000	600,000	\$1,396,883	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Jul-14	2,400,000	550,000	\$3,246,883	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Aug-14	480,000	3,292,355	\$434,528	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Sep-14	440,000	700,000	\$174,528	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Oct-14	2,633,884	700,000	\$2,108,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Nov-14	560,000	450,000	\$2,218,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Dec-14	560,000	450,000	\$2,328,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Jan-15	360,000	450,000	\$2,238,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Feb-15	360,000	450,000	\$2,148,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Mar-15	360,000	450,000	\$2,058,412	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Apr-15	360,000	660,226	\$1,758,186	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
May-15	360,000		\$2,118,186	FAA Reimbursement/Approved Phase 1 Mitigation Expenses
Jun-15	2,819,162	4,937,348	\$0	Transfer from Airport Funds/FAA Reimbursement/Repayment to Treasury with interest
<b>Total</b>	<b>29,745,514</b>	<b>29,745,514</b>		

FAA Reimbursement is 90% of cost and occurs 2 months after expenses are paid

The remaining Note balance as of June 2015 of \$2,176,817 will be paid from passenger facility charges or operational revenues within the 36 month term of the note.

## Runway Safety Area Enhancement Project

**Construction Cash Flow**

Month	Income	Expenses	Ending Cash Balance	Comments
Aug-13	-	-		
Sep-13	4,000,000	35,550	3,964,450	First Note From Treasury/Construction Expenses
Oct-13	-	823,500	3,140,950	Construction Expenses
Nov-13	2,428,440	3,746,700	1,822,690	FAA Reimbursement/Construction Expenses
Dec-13	658,800	-	2,481,490	FAA Reimbursement
Jan-14	2,997,360	-	5,478,850	FAA Reimbursement
Feb-14	31,560	4,031,560	1,478,850	Transfer from Airport Funds/Repayment to Treasury with interest
Mar-14	-	-	1,478,850	No Activity
Apr-14	10,000,000	-	11,478,850	Second Note From Treasury
May-14	-	2,511,900	8,966,950	Construction Expenses
Jun-14	-	2,850,300	6,116,650	Construction Expenses
Jul-14	2,009,520	1,302,300	6,823,870	FAA Reimbursement/Construction Expenses
Aug-14	2,280,240	1,648,800	7,455,310	FAA Reimbursement/Construction Expenses
Sep-14	1,041,840	3,798,000	4,699,150	FAA Reimbursement/Construction Expenses
Oct-14	1,319,040	3,670,200	2,347,990	FAA Reimbursement/Construction Expenses
Nov-14	3,038,400	2,265,250	3,121,140	FAA Reimbursement/Construction Expenses
Dec-14	2,936,160	-	6,057,300	FAA Reimbursement/Construction Expenses
Jan-15	1,812,200	-	7,869,500	FAA Reimbursement/Construction Expenses
Feb-15	2,396,750	10,131,500	134,750	FAA Reimbursement/Repayment to Treasury with interest
<b>Total</b>	<b>36,950,310</b>	<b>36,815,560</b>		

FAA Reimbursement is 90% of cost and occurs 2 months after expenses are paid



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 41**

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

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

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

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** County of Sonoma Affordable Care Act Implementation Quarterly Update

### **Recommended Actions:**

Receive update on Sonoma County Implementation of the Patient Protection and Affordable Care Act.

Adopt a Personnel Resolution effective September 10, 2013 adding 25.15 FTE positions as detailed in the attached resolution - Department of Health Services.

Authorize the Director of Health Services to execute Blue Shield of California Foundation Grant Agreement Number 8571551 to receive revenue from the Blue Shield of California Foundation for the period July 1, 2013 through June 30, 2014 to provide insurance enrollment assistance in an amount not to exceed \$100,000.

Authorize the Director of Health Services to execute an agreement with Redwood Community Health Coalition to provide health insurance enrollment assistance services for the period July 1, 2013 through June 30, 2014, in an amount not to exceed \$30,000.

### **Executive Summary:**

Implementation of the Patient Protection and Affordable Care Act (ACA) will continue to have a significant impact on the County of Sonoma (County) and its community partners. As requested by the Sonoma County Board of Supervisors in April 2013, the Department of Health Services (DHS) has worked with other County Departments and partner agencies to develop a quarterly report to keep the Board of Supervisors apprised of the progress of County departments and community partners in the successful implementation of the ACA in Sonoma County.

### **ACA's Impact on the County of Sonoma**

The ACA's impact on the County crosses departmental lines impacting a broad sector of County operations. The Human Services Department has prepared for its changing role in determining eligibility and enrollment of individuals qualifying for coverage under the ACA's expanded Medi-Cal and Covered California provisions, including to date hiring 54 FTE ACA related positions of which 21 FTE are extra help. The Human Resources Department has assessed the impact of the ACA on the County as an employer including implementing ACA provisions that have already gone into effect, including benefit



and coverage mandates. The Department of Health Services has facilitated community education and outreach on ACA; been awarded over \$3 million in funding under the ACA's Community Transformation Grant program to support county health prevention activities; and worked closely Partnership HealthPlan of California (PHP); California Medical Services Program (CMSP); and community health centers to ensure access to care for the medically underserved. The Economic Development Board has supported local businesses through education and outreach efforts and the Department of Child Support Services continues to assess the ACA's impact on medical orders and child support services.

This September 2013 Quarterly Update highlights recent activities of these County departments related to ACA implementation as well as the activities of key health care partners including PHP, CMSP, Covered California, local hospitals, Redwood Community Health Coalition, and Covered Sonoma County. In addition, pages 8 -10 of the Quarterly Update highlight aspects of the ACA that impact the County as an employer and the requirements the County must comply with as it provides health insurance benefits to its employees and their dependents.

The following provides a brief summary of recent County ACA related activities described in the attached September Quarterly Update (Attachment 1).

- The Human Services Department will be coordinating enrollment opportunities in order to determine eligibility for more than 18,000 individuals in Sonoma County who will be newly eligible for Medi-Cal beginning in January 2014. The Department will also serve as an enrollment conduit for more than 21,000 uninsured individuals who will qualify for the tax-based subsidies through the Covered California health benefit exchange. In addition, the Human Services Department is leading Care Transitions efforts to reduce avoidable hospital admissions for high risk Medicare beneficiaries through Adult and Aging Services. In addition to the 54 FTE ACA related positions identified above, HSD anticipates adding an additional 26 FTE through the first quarter consolidated budgeting process.
- The Economic Development Board has been reaching out to employers to educate them about the opportunities and tax credits available to small businesses, as well as answer questions about compliance and other aspects of employer interests and concerns related to the ACA.
- The Department of Child Support Services obtains and enforces medical orders as a component of child support services, and has been working with state and federal entities to clarify the role of and opportunities for the Department of Child Support Services through the ACA.
- The Department of Human Resources is providing information about the postponement of the employer mandate to share responsibility for coverage, employer fees and expenses, overview of the excise tax "Cadillac Tax" and its potential liability of \$4.1 million, tracking and reporting requirements of the ACA, and communications that have been provided to employees about their coverage and benefits.
- The Department of Health Services, in its role as the local health jurisdiction and health care provider, a conduit for health prevention and community health resources, and facilitator of public education and information, continues to assure access to a prevention focused, integrated health home, and to strengthen the local collaborative health system. This Board item serves to add revenue and the resources needed to serve the expanded population that will be newly enrolled for services in January 2014, and to expand collaboration and coordination efforts to assure that new health insurance coverage leads to access, quality and reliability in the health care system.

As mentioned above and discussed at the April 2013 Board presentation, the Department of Health

Services has completed its initial analysis of staffing needs for the expansion of services that will begin for currently uninsured and underinsured individuals in January 2014. The Department is requesting the approval of 25.15 new positions to meet the increased demand for services and help assure that access to health coverage is maximized to improve quality and outcomes. The Department is requesting the addition of these positions at this time in order to initiate the recruitment process, and fill and train new employees prior to January 2014. The Department has identified new and continuing revenue sources in excess of \$1.7 million to support these positions, primarily through increased federal reimbursement associated with newly eligible Medi-Cal beneficiaries. The Department has been conservative in these initial requests, and will closely monitor the demand for services, community capacity and revenue development strategies going forward, returning to your Board with additional requests as needed. The Department of Health Services is also using this opportunity to bring two additional ACA related actions to the Board, requesting the Board's authorization to accept a contract with the Blue Shield of California Foundation and execute an associated contract with Redwood Community Health Coalition in their efforts to increase enrollment under the ACA.

### **Behavioral Health Services**

Of the 25.15 positions requested, 17.15 are associated with expanded Behavioral Health Services. These direct services are billable through the Mental Health Cost Plan and Substance Use Disorder Services. DHS is the state designated Mental Health Plan, responsible for approving, providing or arranging for mental health services for Medi-Cal enrollees in Sonoma County who have a serious and persistent mental illness. According to the California Institute for Mental Health: *Workforce Issues Today and in the Future - Workforce Implications of Increased Demand for Mental Health and Substance Use Service, June 2012*, as many as 1,669 additional Medi-Cal enrollees in Sonoma County with serious and persistent mental illness will be identified as a result of implementation of the ACA. To meet the corresponding increase in demand for behavioral health services, DHS is recommending an additional 12.15 FTE direct service positions in the Behavioral Health Division. In support of the additional direct service staff and increased caseload the Department will require 5 additional staff in the areas of claiming, billing, auditing, program support, and information systems. The additional staff will allow the Department to meet increased service demands, maintain compliance, and support the full development and implementation of improved billing processes and electronic behavioral health records necessary as part of a robust, quality health information exchange among health care providers in Sonoma County. As the ACA expansion provisions are implemented, the Department will closely monitor enrollment in the Mental Health Plan and utilization of behavioral health services, and make necessary additions to service related staffing.

### **Health Access, Communication, and Planning**

Of the 25.15 positions requested, 8.0 FTE are related to increased support for health access, communication, planning and evaluation efforts in Health Policy Planning and Evaluation (HPPE) and Public Health divisions. The current reality is that despite per capita expenditures for health care that far exceed other countries, the health care system in the United States has delivered poor outcomes for the population as a whole. Although national health care reform and the implementation of the ACA have raised hopes for broad improvements to our health care system, many experts recognize that efforts to improve care and reduce overall spending requires collaboration and coordination at the local level. The proposed addition of staff in HPPE and Public Health will support DHS's role as a conduit for health prevention and community health resources and facilitator of education and information to

assure access to care and to integrate and strengthen the local collaborative health system.

- *Health Policy, Planning and Evaluation Division.* The four additional positions in the Health Policy, Planning and Evaluation division will support improved health access, communications and planning. This effort is particularly timely with the implementation of the ACA, and aligns with and builds upon the collaborative work of Health Action and Upstream Investments with the County's many community partners. Sonoma County's Health Action partners have adopted the Institute for Healthcare Improvement's Triple Aim as the framework for this local collaboration and coordination: (1) Improve the patient experience of care (including quality, access and reliability); (2) Improve health outcomes for Sonoma County's populations; and (3) Lower per capita costs. Supporting community stakeholder efforts and aligning DHS programs and services to best leverage implementation of the ACA in Sonoma County are essential components to successfully inform, educate and empower the community to address health issues.
- *Public Health Division.* The four additional positions in the Public Health Division will expand nursing capacity to support Sonoma County's Community-based Care Transitions Program, which is a new funding opportunity provided through the ACA, and will help support health access, planning and communication needs throughout Public Health's diverse program areas.

Of the proposed 25.15 FTE added positions, 2.0 FTE (8%) are management/supervisory positions and 23.15 FTE (92%) are non-management positions. DHS has worked closely with the Human Resources Department (HR) on the development of this item. HR has reviewed descriptions of the positions and duties to be performed for classification and span of control appropriateness and concurs with the proposal.

### **Funding for ACA Related Positions**

This expansion of 25.15 FTE is funded through increased federal revenue. New federal and state revenue for FY 13-14 is anticipated to be \$1,491,739. Under the ACA the Department will receive 100% federal funding for Medi-Cal newly eligibles for 2014 through 2017. In addition DHS proposes the use of Intergovernmental Transfer (IGT) fund balance totaling \$195,097.

IGT revenue equals about 13% of the total proposed funding for the ACA related positions. IGT revenue are federal funds provided to DHS through its contract with Partnership HealthPlan of California. In the last three years the Department has received approximately \$12 million in IGT revenue. IGT revenue must be used consistent with the IGT Plan approved by the PHC Board and the Department's MOU with PHC. IGT revenue is used 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. On March 19, 2013, your board approved the Year 3 IGT agreements and received from DHS a detailed summary of Year 1 through Year 3 IGT revenue, Year 1 and Year 2 IGT funded expenditures, and proposed uses of Year 3 IGT revenue.

The Department has analyzed the proposed funding in light of enhanced federal reimbursement through the ACA and the ongoing nature of IGT revenue and determined that the proposed funding is sustainable.

### **Blue Shield Grant**

The Department was also recently awarded a \$100,000 grant from the Blue Shield of California Foundation to support the collaborative work DHS has been doing with the Human Services Department and community partners in order to provide enrollment assistance in Sonoma County.

The key objective of the award from Blue Shield of California Foundation is to increase enrollment and retention of newly eligible individuals under health care reform. Key grant partners include the Human Service Department and Redwood Community Health Coalition (RCHC) and leverages the Health Action Chapters in order to smoothly and effectively transition existing County Medical Services Program (CMSP) clients to Medi-Cal Managed care through Partnership HealthPlan of California or to coverage through the Covered California health exchange.

In addition to accepting the attached report, which further details current County and community partner efforts, and approving positions and funding that support DHS implementation of the ACA, the Department requests authorization to execute the Blue Shield of California Foundation Grant Agreement Number 8571551 in the amount of \$100,000 to support the collaborative work DHS has been doing with the Human Services Department and an agreement with RCHC to provide health insurance enrollment assistance services, in an amount not to exceed \$30,000.

**Prior Board Actions:**

April 9, 2013- Received report on Sonoma County Implementation of the Patient Protection and Affordable Care Act; March 19, 2013 – Authorized execution of Year 3 IGT Agreements; February 21, 2012 – Accepted Sonoma County Health Care System Report; June 22, 2010 - Accepted National Health Care Reform Report; December 8, 2009 – Adopted Sonoma County Principles for Health Care Reform.

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

The ACA expands the health insurance coverage to the uninsured; invests in prevention; and focuses on improving the quality of health care while reducing its costs, all of which contribute to health of Sonoma County.

**Fiscal Summary - FY 13-14**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 1,786,836	State/Federal	\$ 1,491,739
	\$	Fees/Other	\$ 100,000
	\$	Use of Fund Balance	\$ 195,097
	\$	Contingencies	\$ 0
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,786,836</b>	<b>Total Sources</b>	<b>\$ 1,786,836</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Program expenditures of \$1,786,836, new revenue of \$1,591,739, and use of fund balance of \$195,097 will be added in 1<sup>st</sup> Quarter Consolidated Budget Adjustments.

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
Senior Office Assistant	3,175.90-3,861.17	3.25	
Account Clerk II	3,175.90-3,861.17	1.25	
Accountant II	4,885.60-5,937.86	1.00	
Department Information Specialist II	5,443.91-6,617.91	1.00	
Systems Software Analyst	6,997.07-8,505.01	1.00	
Department Analyst	5,134.31-6,242.23	2.00	
Administrative Aide	4,057.71-4,934.30	1.00	
Program Planning & Evaluation Analyst	5,320.42-6,468.33	2.00	
Public Health Nurse II	5,915.25-7,191.87		-1.00
Senior Public Health Nurse	6,358.76-7,731.04	2.00	
Senior Account Clerk	3,501.14-4,257.73	1.00	
Supervising Staff Nurse	6,751.83-8,207.60	1.00	
Marriage Family Therapist	5,269.98-6,405.72	5.50	
Client Support Specialist	3,219.38-3,913.35		-0.50
Nurse Practitioner	6,810.97-8,280.65	0.60	
Staff Psychiatrist	13,180.16-16,022.12	0.60	
Psychiatric Nurse	6,177.88-7,511.89	0.45	
Senior Client Support Specialist	4,073.36-4,951.69	1.00	
Marriage Family Therapist Specialist	5,670.01-6,892.71	1.00	
AODS Counselor II	4,501.22-5,471.73	1.00	
Office Assistant II	2,788.04-3,388.09		-1.00
Health Services Section Manager	7,598.86-9,235.51	1.00	
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
Narrative explanation of staffing impacts is included in the Executive Summary.			
<b>Attachments:</b>			
Patient Protection and Affordable Care Act Quarterly Update, Personnel Resolution, Blue Shield of California Grant Agreement Number 8571551, agreement with Redwood Community Health Coalition.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None			

# County of Sonoma

## Patient Protection and Affordable Care Act Quarterly Update

September 10, 2013

## Table of Contents

<b><i>I. Introduction</i></b> .....	<b>3</b>
<b><i>II. ACA Focus Area #1: County of Sonoma Implementation Efforts</i></b> .....	<b>3</b>
<b>A. Department of Health Services</b> .....	<b>3</b>
<b>B. Human Services Department</b> .....	<b>5</b>
<b>C. Economic Development Board</b> .....	<b>6</b>
<b>D. Department of Child Support Services</b> .....	<b>7</b>
<b>E. Human Resources</b> .....	<b>8</b>
<b><i>III. ACA Focus Area #2: Sonoma County Access to Health Coverage</i></b> .....	<b>10</b>
<b>A. Partnership HealthPlan of California</b> .....	<b>10</b>
<b>B. County Medical Services Program (CMSP) Update</b> .....	<b>11</b>
<b>C. Sonoma County Department of Health Services Mental Health Plan</b> .....	<b>11</b>
<b>D. Covered California</b> .....	<b>12</b>
<b><i>IV. ACA Focus Area #3: Hospital and Community Health Center ACA Implementation Activities</i></b> .....	<b>13</b>
<b>A. Hospitals</b> .....	<b>13</b>
<b>B. Redwood Community Health Coalition (RCHC) and Community Health Centers</b> .....	<b>14</b>
<b>C. Covered Sonoma County</b> .....	<b>14</b>
<b><i>V. Conclusion</i></b> .....	<b>16</b>

## **I. Introduction**

The passage of the Patient Protection and Affordable Care Act (ACA) in March 2010 facilitated many changes in the health care system, both nationally and in Sonoma County. Since passage of the ACA, the County of Sonoma (County) has prepared for the ACA's impact on its own programs and services and worked closely with health care providers, payors, business, and other stakeholders to inform the community on the ACA's requirements. With expansion provisions extending health insurance coverage to approximately 50,000 uninsured in Sonoma County only four months away, the County continues to support the effective implementation of ACA in Sonoma County.

This September 2013 ACA Quarterly Update to the Sonoma County Board of Supervisors focuses on the following three areas: 1) ACA implementation activities of County departments; 2) update on key Sonoma County health care payor activities; and 3) a brief update on health care provider activities related to health care reform.

## **II. ACA Focus Area #1: County of Sonoma Implementation Efforts**

The Department of Health Services (DHS), Human Services Department (HSD), Human Resources, Economic Development Board (EDB), and Department of Child Support Services continue to work together to support implementation of the ACA and to coordinate activities leading to implementation of the ACA pre-enrollment provisions in October 2013 and the ACA expansion in January 2014.

### **A. Department of Health Services**

As a local health jurisdiction, DHS serves an important role in linking people to needed health services and assuring the provision of health care when otherwise unavailable; monitoring health status to identify and solve community health problems; informing, educating and empowering people about health issues; and, mobilizing community partnerships to identify and solve health problems.

i. *Community Education.* Since passage of the ACA in 2010 the Department of Health Services has provided community education including a number of forums with policymakers and representatives from area hospitals, clinics and businesses. The goal of the forums include providing accurate and current information regarding ACA components already implemented; the expansion on Medicaid; the individual and employer insurance mandates; and the impact of ACA provisions on small business employers and individuals in our community. Recently the Department partnered with the North Bay Leadership Council to conduct an ACA related forum titled, "What Small Business Must Do Now to Comply with Health Care Reform." In addition, in July 2013 DHS provided outreach support to Congressman Mike Thompson and Supervisor Shirlee Zane for an ACA forum focused on small businesses and non-profit organizations that included U.S. Department of Health and Human Services Regional Director Herb Schultz and U.S. Small Business Administration District Director Mark Quinn. The Department will continue



to lead and coordinate with partners utilizing various forums to educate the community regarding the ACA, including coordinating additional community forums, providing ACA educational materials at back to school nights in Sonoma County and at upcoming health fairs planned throughout the fall. The Department's ACA website provides a vehicle for educating the community on the ACA, including information regarding upcoming ACA forums.

ii. *Launch of County of Sonoma ACA Website.* In June 2013 DHS and HSD partnered to launch a County Health Care Reform website providing information to individuals, families, businesses, and others regarding the ACA and implications for Sonoma County residents. A list of recent and upcoming ACA forums is available on the website. The website is located at <http://www.sonoma-county.org/healthcarereform/>.

iii. *Blue Shield of California Foundation Grant.* In June 2013, DHS was awarded a \$100,000 grant from Blue Shield to increase enrollment and retention of newly eligible individuals under health care reform. In collaboration with Human Services Department (HSD) and Redwood Community Health Coalition (RCHC), DHS will implement various strategies to improve the quality of the enrollment process, update the County health care reform website; implement an integrated training and data collection website; target current CMSP members with marketing and outreach materials to improve their transition to Medi-Cal and Covered California; and develop and distribute a mobile application providing health care reform information to Sonoma County residents.

iv. *Behavioral Health and Medi-Cal Expansion.* With the ACA's expansion of Medi-Cal effective January 2014, the Department estimates that the number of individuals with mental illness eligible to receive services under the Sonoma County Mental Health Plan (MHP) will increase by 1200-1600 individuals. This will result in an increase in the number individuals accessing coverage under the MHP and an increase in claims, audit and compliance requirements.

v. *New ACA Funding Opportunities.* The ACA provides a myriad of new funding opportunities to support efforts to improve the health and well-being of communities. In September 2012 the Department received \$3.5 million in funding under the ACA's Community Transformation Grant program to expand tobacco-free environments, and increase access to health affordable food, safe routes to school and places for physical activity. In early 2012, HSD in partnership with DHS and a wide range of community partners received notice of funding under the ACA's Community-based Care Transitions Program (CCTP) to reduce avoidable admissions for high risk Medicare beneficiaries improving the quality of care and reducing costs. Recently, DHS as the primary applicant, in concert with HSD and a wide range of community health partners, submitted an application for over \$5 million in funding under the ACA's Health Care Innovations Grant Program to implement innovative model of care that integrates physical and mental health services for Medi-Cal enrollees with serious, persistent mental illness with co-occurring substance use disorder services.

B. Human Services Department

i. *Vision.* The ACA is changing how and for whom the Human Services Department (HSD) administers its benefits programs. The service culture is evolving from “if we can help you” to “how we may help you.” New policies and an “all doors lead to coverage” approach will provide health care options for all. What HSD is setting out to do with the ACA is part of HSD’s core mission in serving Sonoma County residents.

ii. *Expectations of HSD.* The expectations of our staff are changing. Staff will need to adapt to new programs, new eligibility rules and policies, and serve new populations. For example, there will be 34 new Medi-Cal aid codes with the ACA. HSD’s business practices and infrastructure will need to change as HSD prepares to incorporate into its business model an entirely new automated enrollment system called California Healthcare Eligibility, Enrollment and Retention System (CalHEERS). HSD will need to accept caller transfers from Covered California call centers, provide on-going case management for all Medi-Cal programs, and will need to enroll individuals into all programs for which they are eligible (CalWORKs, CalFresh, Medi-Cal, tax credit programs). HSD’s Economic Assistance phone center will have expanded public hours, 8 a.m. to 9 p.m. Monday through Friday, and 8 a.m. to 6 p.m. Saturday’s during open enrollment periods. To date HSD has hired 54 FTE of which 21 FTE are extra help to prepare for implementation of the ACA and will be requesting an additional 26 FTE in the first quarter consolidated budget adjustment process.

iii. *Expanding Coverage.* The implementation of the ACA in Sonoma County will have a profound effect as more people obtain health insurance coverage. There are approximately 70,000 individuals in Sonoma County without health insurance coverage, of which approximately 50,000 will be eligible for health insurance coverage under the expansion provisions of the ACA. In partnership with DHS, HSD estimates there will be an additional 18,000 currently uninsured individuals eligible for Medi-Cal in Sonoma County and 21,000 currently uninsured people eligible for the tax-based subsidies available through the Covered California health benefit exchange. In addition, there will be an additional 11,000 individuals covered under Covered California who are not eligible for tax-based subsidies. HSD is preparing for open enrollment which begins October 1, 2013 (with coverage beginning January 1, 2014).

iv. *Training Staff* – HSD had a new class of 42 eligibility workers starting July 23, 2013. In addition, each existing staff will receive 56 hours of training to prepare for the ACA.

v. *Restructuring Business Processes* – HSD began a new service center model on July 1, 2013 in which all eligibility staff answer calls, compared to the prior model in which only certain teams of staff answered calls. As a result of this change and additional staff, HSD’s phone wait time was reduced from 25 minutes in June 2013 to 2 minutes in July and our abandoned calls reduced from 34 percent in May 2013 to 3 percent in July. In addition, HSD is developing new procedures to streamline business processes.

vi. *Expanding building space* – HSD is working with General Services regarding expansion of our service center space. We anticipate moving staff into the new expanded space in Fall

2013, and temporary space is already being utilized in the same facility where the expanded space is located.

vii. *Upgrading communications and other technology* – HSD is working with Sonoma County Information Systems Department to upgrade phone systems to meet the needs of the ACA. In addition, we are upgrading other technology to respond to the growing number of staff and service needs.

viii. *Key Challenges*. The ACA presents significant challenges including a late start by State government on some key decisions. Funding is now coming through to counties. We are still waiting for direction in many areas, such as the delayed implementation of the new automated system, CalHEERS. Staff training for new program requirements just recently began on August 19, 2013. For the first three months of enrollment, our staff will have to do double entries of data – first for health eligibility, then for human services programs such as CalFRESH eligibility, when individuals are eligible for both. Despite these challenges, we are committed to making this work and to helping connect Sonoma County residents with affordable health care.

### C. Economic Development Board

i. *Business Environment*. The Economic Development Board (EDB) has been reaching out to employers to better understand the challenges they face in interpreting and complying with the ACA. In addition to including questions about the ACA on the recent business confidence survey of 270 businesses, EDB staff has been attending workshops on ACA, communicating with brokers, and informally checking in with individual employers. Preliminary observations include:

- Many employers are not aware of ACA provisions, especially in such areas as wellness compliance & opportunities, the tax credit for small businesses, and working directly with Covered California.
- There is a growing interest in self-funding medical insurance as a way of cutting costs.
- The preliminary results of the survey shows that over half of those who have responded rated their understanding of ACA requirements and choices as below 3 on a scale where 1 = unclear and 10 = clear.

ii. *Outreach Efforts*. The EDB will work with DHS in a variety of ways to support the effort to help employers achieve compliance with ACA, including the following:

- The EDB has provided a list of chambers, downtown associations, trade groups, and their contacts to support outreach to small business.
- The EDB will publicize ACA-related events on its Facebook page (e.g. Congressman Mike Thompson's July 26, 2013 Forum for Small Businesses & Nonprofits and others).
- The Healthy Business Program Coordinator at the EDB in her capacity as staff support for Health Action's iWORKwell program is actively working with DHS to explore ways the iWORKwell network can support outreach efforts.

- The EDB Homepage and the iWORKwell Resource pages will have links to the County health care reform website, Covered California, and other ACA-related resources.
- The inaugural issue of the EDB quarterly newsletter, tentatively scheduled to be published in September, will include an announcement about ACA, County efforts, and links to the County Website and Covered California.

The EDB will continue its outreach to employers and support implementation of the ACA by providing relevant information about employer interests and concerns, and be responsive to requests for contact information.

*D. Department of Child Support Services*

Currently, the Department of Child Support Services (DCSS) obtains and enforces medical support orders. Therefore, if a parent can acquire medical insurance at a reasonable cost, the parent is ordered by court order to do so. The ACA also requires parents to provide medical support to their children but provides a very different framework than the child support mandate. These variances will cause confusion for both the parents and employers who provide such insurance.

The Child Support Directors Association studied the ACA to determine its impact on children in the child support caseload. The workgroup consisted of various stakeholders, including the federal Office of Child Support Enforcement and the California Administrative Office of the Court, in addition to Directors from the California Child Support Departments. Upon review and discussion, the workgroup determined that the ACA was drafted based on the model of a two parent household.

For all parents, regardless of whether they have a child support case, no consideration was given to how the ACA would affect divorced families, parents with no underlying marriages, blended families, parents living in a different state than their children or parents who have suffered from domestic violence from the other parent. Parents in separate households create different challenges which the ACA does not address. The following are some potential scenarios:

- On occasion, the parent outside of the home never sees the child, never provides financial assistance to the child nor speaks to the other parent. Without a relationship, how will parents determine who will be responsible for providing health insurance and getting the subsidy or suffering from the penalty? What if both parents apply?
- If the parent who will provide health insurance lives in a different state/region from the child, that parent will be unable to purchase a policy because the ACA assumes that parents live in the same region, most likely the same home, as the child

- What if the father who lives outside of the home lives with his parents to make ends meet? Will the parent's income be considered as part of the modified adjusted gross income preventing the ability to qualify for a subsidy?

Further federal regulation on these issues and others is not expected until 2014. Without federal specificity, it is unclear if DCSS is funded to do more than provide general information to its parents, employers and the community at large and make referrals to Covered California or any of the community-based organizations serving as "assisters." Until the funding issue has been addressed, State DCSS staff will provide basic training to all child support professionals on the fundamentals. Staff will learn about the different thresholds, responsibilities and duties to inform parents and employers of the child support and ACA mandates. If necessary, staff will make appropriate changes to parents' child support cases to reflect a new or changed situation with regard to medical insurance. Also, DCSS hopes to participate in the broader County outreach efforts, specifically to educate less engaged parents, both emotionally and economically, about their rights and responsibilities to support their children

#### E. Human Resources

As reported to your Board in April, 2013, there are many aspects of the ACA which the County, as an employer, is required to comply with including benefit and coverage mandates, new fees, taxes and penalties for non-compliance, health plan communication requirements, and tracking and reporting requirements.

i. *Postponement of employer mandate.* On July 2, 2013 the administration announced the postponement of the employer "shared responsibility" coverage mandate - sometimes referred to as "pay or play" until 2015. The postponement provides the County more time to evaluate the coverage mandate of providing health coverage to all full-time employees, as defined by the ACA. Full time is defined as anyone working an average of 130 hours a month, over a 12 month period. This applies to all employees working for the County, with no distinction on employment status; full-time, part-time, and extra-help including intermittent, seasonal, or intern. This postponement also delays having to pay any penalties associated with employees seeking coverage through the exchanges. Although the postponement provides the County a little more time to evaluate our current benefit eligibility provisions, it doesn't change the fact that the County must complete this analysis. A complete evaluation of coverage eligibility requirements, particularly related to extra-help employees who work full time will be done and recommendations for any changes will be presented to the Board at a later date.

ii. *Employer Fees:* Although the postponement delays the Employer Shared Responsibility penalty or the "Pay or Play" provisions of ACA, there are other fees which the County as a sponsor of the self-insured County Health Plan, is still required to pay in 2014. These annual fees range from as low as \$3,200 for the Patient Centered Outcomes Research Institute (PCORI) Fee, up to \$100,000 for the Transitional Reinsurance Fee. The PCORI fee is charged to employer group plans to fund reinsurance payments to health insurance issuers covering high-risk individuals in the individual market. The fee will also be used to stabilize

premiums in the State exchanges for the first 3 years beginning in 2014 through 2017. Individual states may collect additional contributions for administrative expenses or reinsurance payments associated with each State's exchange, but there hasn't been any guidance from the state's "Covered California" regarding other state imposed fees at this time.

Although the County has more time to evaluate the Employer Shared Responsibility Penalty, we plan to proceed with completing our analysis to later this year to ensure the County's coverage offers minimum essential and affordable health coverage to full-time employees and their dependents (defined by the ACA as working 30 or more hours per week, or 130 hours per month). There are two primary criteria used to determine whether an employer meets the regulations. Employers must offer coverage to 95 percent of all full time employees (and dependents) or pay a penalty. The annual fee is \$2,000 per year for every full time employee, so this would be a sizable expense to the County. The other criteria is affordability of the coverage whether the employee cost for single coverage for the least costly plan provided by the County is less than or equal to 9.5 percent of their annual income. There a few different types of tests which the County can conduct to make this determination. These fees would be assessed only if a County employee seeks coverage and receives a federal subsidy through the State exchange. Individuals are eligible for the subsidy if they have total household income of less than four times the federal poverty level (FPL). For a two person family, the income level is up to \$60,520, for a four person family, the income level is up to \$92,200. These regulations are enforced through reporting to the IRS and the effective date is the plan year beginning June 2014.

iii. *Future Taxes and Fees: Excise Tax "Cadillac Tax"*: The postponement has no affect on the provision of an excise tax which all County-sponsored health plans will be subject to in 2018. This tax will be charged at a rate of 40 percent of excess premium levels as determined by the ACA. In 2018 the healthcare premium threshold has been set at \$10,200 for individual coverage and \$27,500 for family coverage. This tax will be imposed for each covered employee/enrollee in the plan and will be paid by the County for the self-insured County Health Plan, and will most likely be passed onto the County, employees and retirees through rates charged by the carriers for insured plans, too. Based upon current plan designs, premiums, and enrollment statistics, it is estimated the County could owe \$4,100,000 in excise taxes. In order to reduce or eliminate this tax obligation, County staff together with the Joint Labor Management Benefits Committee, are beginning an in-depth analysis to compare current plan design options to those mandated by the ACA to determine if County sponsored plans could better align with federal health coverage mandates.

iv. *Employer Communication*: Earlier this year, the County prepared Summary of Benefits and Coverage (SBC) for each County-sponsored health plan and made those available through the 2013 Annual Enrollment communications in April. These documents are also available on the County's website: [http://hr.sonoma-county.org/for\\_employees.htm](http://hr.sonoma-county.org/for_employees.htm).

Additional required Employer Notifications are being sent on October 1, 2013 to notify all County employees who are eligible for benefits about coverage options available through the State exchange, Covered CA. It also describes eligibility for premium savings through a tax

credit that may be available to them, depending upon their income level. As the County provides health coverage to more than 95% of employees as explained above, few employees will be eligible to receive this credit.

Although the required notification contains mandated language which cannot be changed, there are some sections that can be drafted to provide better clarity for our employees, and is being reviewed with the Joint Labor Management Benefits Committee.

v. *Tracking and Reporting Requirements to the IRS:* The Payroll Division of the Auditor-Controller Treasurer Tax Collector compiled with new Form W-2 reporting requirements for the 2012 tax year, by reporting all employer and employee costs associated with the provision of employer-sponsored health coverage on all W-2's issued in January 2013.

In summary, the County as an employer has demonstrated active support of the ACA and through the above initiatives will continue to support further enhancements to the provision of health care to all County employees and their dependents. While the County as an employer will incur additional expense in order to comply with the ACA, every effort will be made to evaluate the best use of costs to enhance coverage and avoid penalties for non-compliance.

### **III. ACA Focus Area #2: Sonoma County Access to Health Coverage**

#### **A. Partnership HealthPlan of California**

Partnership HealthPlan of California (PHC) is the Medi-Cal Managed Care Plan contracted with the State of California to provide Medi-Cal services in participating counties, such as Sonoma County. Since beginning its operations in Sonoma County in October 2009, Partnership's membership has grown from 52,000 to 57,775 Medi-Cal enrollees. In July 2011 Partnership expanded to Marin and Mendocino counties. In the six-county region that includes Solano, Napa, Yolo, Sonoma, Marin, and Mendocino counties, Partnership now serves 200,000 Medi-Cal enrollees. Partnership is currently focusing on infrastructure improvements and network capacity to prepare for additional members in 2014.

i. *Service Area Expansion.* As part of the state's plan to expand Medi-Cal managed care to rural areas, in September 2013 eight additional counties (Shasta, Siskiyou, Humboldt, Modoc, Trinity, Lake, Del Norte, and Lassen) will join PHC.

ii. *Healthy Families Transition.* Phases 1, 2, and 3 of the transition of children from coverage under Healthy Families to Medi-Cal have been completed. Phase 3 occurred on August 1, 2013 and involved transferring 4,800 children formerly covered by commercial plans to Medi-Cal managed care plans.

iii. *County Medical Services Plan (CMSP) Low Income Health Plan (LIHP) Transition.* On January 1, 2014 the state will transition CMSP/LIHP beneficiaries to Medi-Cal. The LIHP in Sonoma County is known as Path2Health. The first notice has been mailed out to members. In addition, PHC will send information during the month they are enrolled into PHC's Medi-Cal Managed Care Plan that explains all of the benefits and services offered through PHC. For

providers, PHC has developed continuity of care and provider toolkit instructions. PHC staff have been participating in webinars, conference calls and workgroups to help ensure individuals have a smooth transition of their coverage from CMSP to PHC. DHS is working with PHC to explore opportunities to provide outreach support and notify members about Medi-Cal expansion within Sonoma County.

iv. *Sonoma County Specialty Access Project.* PHC continues to work collaboratively with the Sonoma County Medical Association Specialty Access Project to collectively pursue opportunities and strategies to improve access to specialty physician services for uninsured and underinsured residents.

For more information about PHC visit: <http://www.partnershiphp.org/>

#### B. County Medical Services Program (CMSP) Update

i. *Transition of CMSP Path2Health Members to Medi-Cal.* County Medical Services Program (CMSP) is a consortium of counties established by law in 1983 that contracts with 35 counties, including Sonoma County, for the administration of their medically indigent adult programs as required under Section 17000 of the California Welfare and Institutions Code. Effective January 1, 2012, CMSP implemented its Low Income Health Program called Path2Health. A two year pilot project, Path2Health provides no-share of cost coverage for individuals up to 100 percent FPL (individual with gross annual income of \$11,490). Effective January 2014, over 7,000 CMSP Path2Health members will be eligible for Medi-Cal coverage through the expansion provisions of the ACA.

ii. *Public Hearings.* The County Medical Service Program (CMSP) Governing Board will hold a public hearing September 26, 2013 at 10:00 AM at the CMSP Governing Board Conference Room at 1451 River Park Drive, Suite 213, Sacramento, CA. At the hearing, the CMSP Governing Board will consider: 1) termination of the Path2Health pilot project; 2) termination of CMSP enrollees that are eligible for Medi-Cal or Covered California; 3) limiting the certification period to 3 months; 4) eliminating CMSP benefit coverage for mental health, substance use disorder services, and optometry services; 5) reducing dental coverage to emergency dental services only; and 6) adopting amended regulations for the CMSP Governing Board to take effect on December 31, 2013.

#### C. Sonoma County Department of Health Services Mental Health Plan

In California mental health services are carved out of the Medi-Cal program and operated by county entities. As such, Sonoma County is the designated Mental Health Plan (MHP) for Medi-Cal enrollees with serious and persistent mental illness. With the ACA's expansion of Medi-Cal effective January 2014, the Department estimates that the number of individuals with mental illness eligible to receive services under the Sonoma County MHP will increase by 1600 individuals over the next five years. To address this increase in individuals accessing coverage under the MHP, the Department is working closely with the Integrated Behavioral Health Project to assess its network needs. DHS will monitor its capacity to provide high quality,



recovery based services to its existing and newly eligible populations and meet the increased workload associated with additional billing, audit and compliance requirements resulting from the Medi-Cal expansion provisions of the ACA. The State of California has determined that California meets the ACA’s parity provisions for Medi-Cal beneficiaries through the mental health carve out. Therefore, DHS does not believe the ACA’s requirement to include behavioral health services in the essential benefits package or existing mental health parity provisions will significantly impact its existing coverage practices.

*D. Covered California*

i. *Individual Coverage Under Covered California.* Individuals over the Medi-Cal thresholds with incomes from 138 to 400 percent of the Federal Poverty Level (FPL) will be able to access the following plans under Covered California:

Covered California Health Insurance Plan Options in Sonoma County Individual Marketplace	
Plan Type	Providers
Health Maintenance Organization (HMO)	Western Health Advantage
	Kaiser Permanente
Preferred Provider Organization (PPO)	Anthem
	Health Net
Exclusive Provider Organization (EPO)	Blue Shield

All the health plans offered through Covered California will be organized into the following four tiers: bronze, silver, gold and platinum. Starting in 2014, tax credits, cost-sharing subsidies and premium assistance credits will be available for qualifying individuals and families covered through Covered California. The amount of a tax credit individuals could receive is a function of FPL status and the cost of the silver plan. For example, consumers with incomes up to 250 percent FPL (individual equals \$28,725 and a family of four equals \$58,875 annually in 2013) will receive both premium assistance and cost sharing reductions when enrolled in a silver tier Covered California health plan. In Sonoma County, depending on the health plan, the share of premium assistance ranges up to \$285 per month. Covered California has a cost-estimate calculator to help individuals estimate the tax credit. To learn more visit: [www.coveredca.com](http://www.coveredca.com).

ii. *Small Business Coverage Under Covered California.* In addition, California small businesses will have access to the following health insurance plans in Sonoma County through Covered California beginning October 1<sup>st</sup> with coverage to begin January 1, 2014.

Covered California Health Insurance Plan Options in Sonoma County Business Marketplace	
Plan Type	Providers
Health Maintenance Organization (HMO)	Blue Shield
	Kaiser Permanente
	Western Health Advantage
Preferred Provider Organization (PPO)	Health Net

In addition to arranging for coverage for individuals and small businesses, Covered California will: 1) perform outreach to educate the public regarding Covered California; 2) conduct eligibility determinations and enrollment; 3) provide consumer assistance; 4) conduct plan administration and certification of insurance companies/health plans that participate in Covered California; and 5) review participating health plan premiums. An estimated 2.3 million California residents will enroll in a health plan through Covered California. DHS will work closely with other County departments to continue to educate and inform Sonoma County individuals and businesses regarding the requirements and the availability of coverage through Covered California.

**IV. ACA Focus Area #3: Hospital and Community Health Center ACA Implementation Activities**

*A. Hospitals*

In order to meet the increased demand for health care services, Sonoma County provider organizations are expanding their facilities to serve more patients; developing partnerships with providers that will allow them to assume financial risk across the full continuum of care; and building health systems that will allow them to coordinate care in an environment that incentivizes performance and quality outcomes.

i. *Kaiser Permanente.* Kaiser Permanente’s Santa Rosa Medical Center Family Medicine Residency Program earned accreditation from the Family Medicine Residency Review Committee of the Accreditation Council for Graduate Medical Education with the first group of residents entering the program this year. The new three-year residency will provide high-quality medical education and train six physicians a year for a total of 18 residents by 2017, expanding the number of primary care physicians being trained in Sonoma County. Kaiser is also expanding its outreach by planning for another Medical Office Building in Santa Rosa with an expected construction start in 2014. It is anticipated that this building will provide offices for 40 primary care physicians, a pharmacy, and radiology equipment.

ii. *Sutter Medical Center of Santa Rosa.* Sutter Health’s construction of a \$284 million hospital next to the Wells Fargo Center for the Arts is on schedule to open October 2014. The new facility will include 82 licensed beds, 10 labor and delivery rooms, 12 emergency room bays, and a 24 station Universal Care Unit.

iii. *St. Joseph Health System (SJHS)*. The currently underway \$15 million expansion of Santa Rosa Memorial Hospital's emergency room will double its current capacity, including 26 private rooms enhancing the capacity of its Level II Trauma Center to treat more critically ill and injured patients. In addition, SJHS is in the process of completing its 5 year strategic plan, which will address many healthcare reform initiatives. This includes the transition from an acute care model of healthcare into population health, promoting healing, wellness and caring for each individual's needs. SJHS also continues to expand its partnerships in evolving acute "sick care" into the continuum of care outside of the traditional care model.

B. *Redwood Community Health Coalition (RCHC) and Community Health Centers*

i. *Accountable Care Organization (ACO)*. In July 2013 RCHC submitted an application with the Centers for Medicare and Medicaid Services to become a shared savings ACO. CMS has provided initial notification of acceptance of their application with a final decision to come later this year. As a shared savings ACO, RCHC will be positioned to better serve the Medicare population; develop an infrastructure that improves its capacity to succeed in a value-based contracting environment; and most importantly, improve the quality of care RCHC and its member clinics are able to provide to their patients.

ii. *Care Management Project*. RCHC, in concert with West County and Santa Rosa clinics, continues to collaboratively work with PHC to provide a patient centered medical home for patients. The project has been successful at reducing hospitalizations and provided a positive return on investments. RCHC is currently assessing opportunities to expand the pilots.

iii. *Outreach and Enrollment*. Earlier this year Covered California awarded RCHC an \$830,000 grant to support its Healthy Kids Sonoma County program in providing information about the exchange's new health insurance options to uninsured individuals. RCHC acts as the convener and manager of Healthy Kids Sonoma County, which was recently expanded and renamed *Covered Sonoma County*.

C. *Covered Sonoma County*

i. *Name Change and Expanded Services*. The Healthy Kids program, a broad partnership of public and private organizations and providers, is completing its ninth year of operation. Today over 47,000 Sonoma County children are enrolled in subsidized health insurance programs. Contributions from the community, private foundations, First 5 Sonoma County, and United Way have exceeded business plan projections.

To assure the success of the ACA in our community, Healthy Kids convened the Expanded Coverage Initiative (ECI) under the leadership of RCHC, with participation of PHC, local hospitals, the Department of Health Services, Human Services Department, Edgewood Partners Insurance Center, North Bay Leadership Council, California Coverage and Health Initiatives (CCHI), and other partners. After a six month strategic planning process, Healthy Kids was renamed Covered Sonoma County to reflect its expanded focus on adults and families.

Covered Sonoma County seeks to facilitate an ongoing system of collaborative outreach, enrollment, and coverage retention activities across county organizations, public and private.

ii. *Outreach and Education.* The strategic goal of the Covered Sonoma County collaboration is to enroll 13,500 (75% of eligibles) uninsured individuals in Medi-Cal and 12,000 (57% of eligibles) uninsured individuals in Covered California subsidized health insurance by December 31, 2014.

Financing has been received from a number of sources to support this work. A grant of \$100,000 has been received from the National Association of Community Health Centers to support Redwood Community Health Coalition's AmeriCorps Program to conduct outreach and enrollment. Covered California provided \$830,000 for outreach and education information strategies. One-time funding of \$683,511 from the Health Resources and Services Administration has been received to expand outreach and enrollment assistance at each of the community health centers in Sonoma County.

To support ACA implementation outreach and education efforts, the ECI Workgroup developed three plans including an outreach and education plan, a training plan, and an enrollment and retention plan. "In-reach" by partners began August 1, 2013 through their existing systems such as community health centers, hospitals, and physician offices. Outreach will commence systematically September 1, 2013 to uninsured residents in community settings. Partners are working to strengthen coordination for enrollment and retention between the existing application assistance network, expanded staffing at Human Services, new community-based navigators, brokers, hospital staff, and other organizations. Covered Sonoma County is working to help recruit and train this new generation of assistors who will be ready to enroll eligible residents October 1, 2013. Existing Certified Application Assistors (CAAs) and incoming ones will receive training both from Covered Sonoma County and from the Covered California certified enrollment counselor's mandatory program.

iii. *Achievements - 2012 Healthy Kids Report.*

To unify access for families of low-income children and increase retention, Healthy Kids, working with PHC and Human Services, has achieved model retention success with the population through the Community Health Centers. The goal is to broaden use of these successful retention strategies with the ACA implementation.

**100% School Based Campaigns:** Healthy Kids has launched a school-based model to assure that 100 percent of children have health insurance. The pilot was carried out at James Monroe and Steele Lane Elementary Schools and attained over 99 percent of students in health coverage. The West Sonoma County Unified School District voted unanimously to expand the program to students in West County.

**Cal Fresh Enrollment:** Utilizing its enrollment and retention infrastructure, as well as support from DHS, HSD, and First 5 Sonoma County, Healthy Kids has worked to increase CalFresh (food stamps) enrollment. Healthy Kids received a \$2.1 Million grant from USDA to expand CalFresh outreach in Sonoma County and help five other counties to replicate our successful model.

To increase enrollment, Healthy Kids increased clinic based Enrollment Worker Capacity from 14.5 FTE to 19.4 FTE in FY 2012. Over the past year, there was a significant growth in enrollment of low-income children in publicly-subsidized health programs and First 5 Sonoma County continues to provide funding to cover low-income children aged 0-5 who do not qualify for state or federally-subsidized health coverage. Coverage for children who are ineligible for coverage under the ACA will continue to be a priority in the coming year.

To learn more about Healthy Kids, visit [www.healthykidssonomacounty.org](http://www.healthykidssonomacounty.org). To view the complete 2012 Healthy Kids report, visit [www.rchc.net](http://www.rchc.net).

## **V. Conclusion**

The above ACA related activities are aligned with the County's Strategic Plan and DHS' vision of leading, collaborating, and succeeding at making Sonoma County the healthiest county in California. DHS will continue to work closely with HSD, other County Departments, and community-based organizations to educate and inform individuals, businesses and others regarding the ACA requirements and to ensure all who are eligible have access to health insurance coverage.

The Department will also continue to work with its partners to link people to needed health services and assure the provision of health care for those who will remain uninsured despite the historic expansion of coverage under the ACA.



# County of Sonoma

## State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, amending the Department Allocation List for the Department of Health Services adding 25.15 Full-Time Equivalents.**

**Whereas**, the expansion provisions of the Patient Protection and Affordable Care Act (ACA) will go into effect January 1, 2014 with open enrollment to begin in October 2013;

**Whereas**, the Department of Health Services projects that 50,000 uninsured individuals in Sonoma County will be eligible for coverage under the ACA;

**Whereas**, the Department of Health Services is the Mental Health Plan in Sonoma County responsible for providing or arranging for mental health services to Medi-Cal enrollees with serious and persistent mental illness;

**Whereas**, statewide estimates project over the next five years an additional 1,600 Medi-Cal enrollees in Sonoma County may be identified with serious and persistent mental illness as a result of implementation of the ACA;

**Whereas**, the additional enrollment in the Mental Health Plan with result in increased service demands and increased claims, auditing and compliance requirements;

**Whereas**, in addition to increased demand for behavioral health services, to support improved health access, communication, planning and evaluation, a robust data and evaluation system to monitor health status, and the next phase of ACA implementation in Sonoma County, the Department proposes an additional 25.15 FTE.

**Now, Therefore, Be It Resolved** that the Department Allocation List for the Department of Health Services is hereby revised as follows:

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Salary Range
068908	0003	Senior Office Assistant	1.25	-0.25	1.00	11/1/13	18.26
068908	0402	Account Clerk II	0.75	0.25	1.00	11/1/13	18.26
161101	0416	Accountant II	8.90	1.00	9.90	11/1/13	28.09
161101	0159	Department Information Specialist II	5.00	1.00	6.00	11/1/13	31.30
161101	0118	Systems Software Analyst	0.00	1.00	1.00	11/1/13	40.23
164105	0826	Department Analyst	0.00	1.00	1.00	11/1/13	29.52
164105	0810	Administrative Aide	1.00	1.00	2.00	11/1/13	23.33

Budget Index	Job Class	Class Title	Existing Positions In Class	Change In Position Allocation	New Total Allocation For Class	Effective Date	Salary Range
164303	0880	Program Planning & Evaluation Analyst	0.00	1.00	1.00	11/1/13	30.59
164303	2564	Public Health Nurse II	1.00	-1.00	0.00	10/1/13	34.01
164303	2565	Senior Public Health Nurse	4.00	2.00	6.00	10/1/13	36.56
165102	0403	Senior Account Clerk	1.50	1.00	2.50	11/1/13	20.13
165102	0402	Account Clerk II	2.00	1.00	3.00	11/1/13	18.26
165219	2013	Supervising Staff Nurse	0.00	1.00	1.00	11/1/13	38.82
165219	2471	Marriage Family Therapist	6.73	1.00	7.73	11/1/13	30.30
165318	2471	Marriage Family Therapist	15.80	2.50	18.30	11/1/13	30.30
165506	2466	Client Support Specialist	2.00	-0.50	1.50	11/1/13	18.51
165506	1916	Nurse Practitioner	0.00	0.60	0.60	11/1/13	39.16
165506	0003	Senior Office Assistant	8.75	1.00	9.75	11/1/13	18.26
165506	2534	Staff Psychiatrist	3.90	0.60	4.50	11/1/13	75.78
165506	2091	Psychiatric Nurse	7.55	0.45	7.95	11/1/13	35.52
165506	2471	Marriage Family Therapist	15.80	2.00	17.80	11/1/13	30.30
165506	2470	Senior Client Support Specialist	12.00	1.00	13.00	11/1/13	23.42
165506	2472	Marriage Family Therapist Specialist	1.00	1.00	2.00	11/1/13	32.60
165506	2683	AODS Counselor II	0.00	1.00	1.00	11/1/13	25.88
165514	0003	Senior Office Assistant	1.80	0.50	2.30	11/1/13	18.26
165610	0002	Office Assistant II	1.00	-1.00	0.00	11/1/13	16.03
165610	0003	Senior Office Assistant	1.00	1.00	2.00	11/1/13	18.26
167058	0880	Program Planning & Evaluation Analyst	6.00	1.00	7.00	11/1/13	30.59
167058	0826	Department Analyst	0.00	1.00	1.00	11/1/13	29.52
167058	2636	Health Services Section Manager	0.00	1.00	1.00	11/1/13	43.69
167058	0003	Senior Office Assistant	0.20	1.00	1.20	11/1/13	18.26

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

June 24, 2013

Ms. Rita Scardaci, MPH  
Director  
County of Sonoma Department of Health Services  
3313 Chanate Road  
Santa Rosa, CA 95404

Re: Agreement for Grant #8571551

Dear Ms. Scardaci:

It is my pleasure to inform you that the Blue Shield of California Foundation Board of Trustees has approved a \$100,000 grant to County of Sonoma Department of Health Services, to support the project, *County Enrollment Assistance 2013, Round Two*.

Attached is a grant agreement establishing the terms and conditions of the grant award. Review, have an appropriate officer of your organization sign the agreement, and return one signed copy to the following address. Grant payment(s) will be sent via electronic transfer to your organization's bank account as per the information outlined in your completed ACH form.

Blue Shield of California Foundation  
Attention: Gwyneth Tripp, Grants Administrator  
50 Beale Street, 14th Floor  
San Francisco, CA 94105

Once countersigned, a final copy of the agreement will be posted to our online system and a notice will be sent to the grantseeker for download at any time using the link and grantseeker credentials noted below:

[http://www.cybergrants.com/BSCF/post\\_award](http://www.cybergrants.com/BSCF/post_award)  
Email Address: [jodi.frost@sonoma-county.org](mailto:jodi.frost@sonoma-county.org)

This link and associated grantseeker credentials will also be needed to access, complete, and submit grant reports to our Foundation per the reporting requirements outlined in section two of the grant agreement. The link to complete grant reports will become active one month prior to the report due date noted in the grant agreement, at which time the grantseeker will also receive an email reminder of the upcoming grant report deadline.

We look forward to a long, rewarding relationship with your organization, and we are proud to partner with you in this work that is so critical to the community.

Sincerely,



Peter V. Long, Ph.D.  
President and CEO  
Blue Shield of California Foundation



## Blue Shield of California Foundation Grant Agreement

Date: June 24, 2013

Grant #: 8571551

Grantee: County of Sonoma Department of Health Services  
3313 Chanate Road  
Santa Rosa, CA 95404

Grant Amount: \$100,000

Grant Term: 12 months, 07/01/13 to 06/30/14

Payment Schedule: Payment in full of \$100,000 Issued upon receipt of signed grant agreement

Reporting Schedule: Interim 02/01/14  
Final 08/01/14

Grant Title: County Enrollment Assistance 2013, Round Two

Purpose of Grant: To help counties maximize enrollment in Low Income Health Programs (LIHPs) in 2013 and transition LIHP enrollees and uninsured residents into coverage through Medi-Cal and Covered California, the state's insurance exchange, in 2014.

Key Objectives:

By September 30, 2013, with the Human Services Department, complete a quality improvement evaluation of the enrollment process, incorporate changes into a training curriculum, and implement changes to the process for enrollers and assisters.

By October 31, 2013, update the county's Health Care Reform website into a new, user-friendly portal to provide information about eligibility, enrollment procedures, and frequently asked questions.

By October 31, 2013, with Redwood Community Health Coalition and the Human Services Department, implement an integrated training and data collection program for county staff and community-based application assisters.

By November 30, 2013, develop and disseminate marketing and outreach material to enrollees in the County Medical Services Program (CMSP).

By March 31, 2014, contact at least 2,000 medically indigent individuals and enrollees in CMSP to assist them with enrollment in Medi-Cal or Covered California.

By March 31, 2014, enroll at least 2,000 individuals in Medi-Cal or Covered California.

By April 30, 2014, develop, beta test, and distribute a mobile application providing information about healthcare and health center locations to Sonoma County residents.

## Blue Shield of California Foundation Grant Agreement

This is a legally binding agreement ("Agreement"). It will be effective upon our receipt of an original of this Agreement, signed by an authorized representative of your organization. We will arrange for payment of the first installment of the grant within 30 days of our receipt of a signed original.

Review the terms and conditions of this Agreement very carefully, including its reporting requirements. The Foundation will not consider grant renewals for grantees who fail to meet reporting requirements.

### TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the grant funds only for the purposes of the specific project described above and substantially in accordance with the approved budget included with Grantee's proposal. Grantee shall repay to the Foundation any portion of the grant funds which are not spent or committed, or which are not used for the specific project described in this Agreement. Any significant changes in the purpose for which grant funds are spent or in the budget or grant period must be approved in writing by the Foundation before the funds are spent.
- 2. Reporting.** Report(s) are to be furnished to the Foundation no later than the date(s) indicated above.

In addition to the required report(s), BSCF may contact you mid-course of the grant term to inquire about the status of the project.

The purpose of these report(s) is to permit the Foundation to learn from its experience as a grantmaker and to meet its obligations under federal and state regulations. Failure to submit these report(s) may disqualify Grantee from receiving future funding from the Foundation.

- 3. Evaluation and Monitoring.** The Foundation may monitor and conduct an evaluation of operations under this grant. This may include a visit from Foundation staff, Trustees, and/or Foundation advisors, to observe Grantee's program, discuss the program with Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. In addition, Grantee shall provide to the Foundation copies of any publications or other materials produced, in full or in part, with Foundation funds.
- 4. Recordkeeping.** Grantee shall keep adequate records to substantiate expenditures from grant funds. Grantee shall make its books and records pertaining to the grant funds available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this grant and all reports to the Foundation for at least four years after Grantee has expended the last of the grant funds.
- 5. Sub-grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees or sub-contractors to carry out Grantee's charitable purposes and shall act completely independently of the Foundation. The Foundation and Grantee acknowledge that there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular sub-grantee or sub-contractor. Grantee shall require that any sub-grantee or sub-contractor be subject to the requirements of Paragraphs 1, 2, 3, 4, 7, 10, 11, 12 and 13 of this Agreement, substituting Grantee for the Foundation and the sub-grantee or sub-contractor for Grantee, as applicable. All obligations of Grantee under these Paragraphs shall remain in full force and effect.
- 6. Funds Not Earmarked; Grantee Representation.** The grant funds are not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code ("IRC") Section 4945(e). The Foundation and Grantee have made no agreement, oral or written, to that effect. Grantee represents that the statements made in Grantee's grant request and proposed

## Blue Shield of California Foundation Grant Agreement

budget, as to the amount budgeted by Grantee for project activities that are not attempts to influence legislation are accurate. In reliance on such representation, the Foundation has determined that this grant is not earmarked for influencing legislation within the meaning of IRC Section 4945(e), and the Foundation and Grantee have made no agreement, oral or written, to that effect. Thus, any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation.

7. **Prohibited Uses.** Grantee shall not use any portion of the funds granted:
  - a. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
  - b. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
  - c. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
8. **Grant Announcements.** Grantee shall submit in advance to the Foundation, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant, or if Grantee would like to coordinate a public announcement of the grant with the Foundation, Grantee may contact the Foundation to discuss Grantee's plans.
9. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) or in the absence of such a determination, that Grantee is a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity") and that it is not a private foundation as defined in IRC Section 509(a) (i.e., that it is a "Public Charity"). Such representation and warranty shall continue through the completion date of this grant.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
11. **Violation of Terms; Change of Status.** In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of Grantee's status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant as provided in Paragraph 16. The Foundation's determination will be final and will be binding and conclusive upon Grantee. Grantee shall give the Foundation immediate written notice of any change in Grantee's tax exempt or Public Charity status. If final or interim reports are not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant as provided in Paragraph 16 if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.

## Blue Shield of California Foundation Grant Agreement

12. **No Agency.** Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
13. **Terrorist Activity.** Grantee agrees that the grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders.
14. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact the Foundation or legal counsel.
15. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, or in expending or applying the grant funds or carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, employees, or agents.
16. **Remedies.** If the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **No Waivers.** The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
19. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except by written mutual agreement by both parties.
20. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of California and to the jurisdiction of the United States District Court for the District of Northern California and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any California state or U.S. federal court sitting in the City and County of San Francisco, California.

## Blue Shield of California Foundation Grant Agreement

Have one copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and returned to the attention of **Gwyneth Tripp, Grants Administrator**. Once countersigned, a final copy of the agreement will be posted to our online system and a notice emailed to the grantseeker for download at any time, using the link and grantseeker credentials noted in the letter accompanying this agreement. If, during the life of this grant you have questions or if changes in circumstance arise, contact **Richard Thomason, Director, Health Care and Coverage**.

### **ACCEPTED AND AGREED:**

Grantee: County of Sonoma Department of Health Services

By: \_\_\_\_\_  
Signature of person authorized to sign on behalf of the grantee

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Foundation:

By: \_\_\_\_\_

Name: Peter V. Long, Ph.D.

Title: President and CEO

Date: \_\_\_\_\_

NOTE: Payment(s) on this grant will be delivered to your organization's bank account by electronic funds transfer, using the information your organization provides in the required ACH form. Once funds have been transmitted, a notice will be emailed to the grantseeker contact.

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Redwood Community Health Coalition (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified non-profit organization, experienced in providing services, including training, that benefit the health of the community; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Contractor for performing work, including training, that will improve the enrollment and retention of individuals newly eligible for medical services under the Affordable Care Act using funding from the Blue Shield of California Foundation – County Enrollment Assistance Grant – 2013;

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

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in "Exhibit A – Scope of Work / Plan for Reporting Results", 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 (Termination); 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.
- 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:

Contractor shall be paid \$10,000 upon execution of this Agreement as partial advance payment for services described as Strategies / Activities 1 and 4 in Exhibit A. Upon completion of the activities, as evidenced by the submission of the developed curriculum, Contractor shall be paid \$20,000 in order to complete the remaining activities in Exhibit A. In no event shall County be obligated to pay Contractor more than the total sum of **\$30,000**.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, 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 any of the following: (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 California Form 587 be provided by the Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, the contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). 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 **July 1, 2013**, to **June 30, 2014**, unless terminated earlier in accordance with the provisions of Article 4 (Termination) 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 business-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 (Termination for Cause), 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 County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of 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 that any State and/or Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that 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 Article 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 Sections 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 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, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), 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 Nonprocurement Programs" issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform 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 7 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, monitoring the 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 County's Nondiscrimination 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, and 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 party 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 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, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), 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 Section 9.15 shall survive termination of this Agreement.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party'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 party 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 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 (Termination).

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 party, 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:

Abraham Daniels  
Business Development Manager  
3313 Chanate Road  
Santa Rosa CA 95404  
707.565.4840  
Abraham.Daniels@sonoma-county.org

TO CONTRACTOR:

Pedro Toledo, JD  
Director of Government & Community Relations  
Redwood Community Health Coalition & Healthy Kids Sonoma County  
1310 Redwood Way, Suite 135  
Petaluma CA 94954  
ptoledo@rchc.net  
Mobile: 707.326.7551  
Direct Phone: 707.285.2965  
Executive Assistant: 707.792.2962

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 Article 12.

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 party. 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.

§ The remainder of this page has intentionally been left blank. §

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

**CONTRACTOR:**

  
\_\_\_\_\_  
Pedro Toledo, Director of Government & Community Relations  
Redwood Community Health Coalition

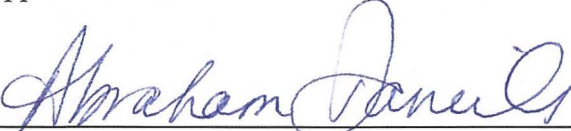
8/9/2013  
\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

8/12/13  
\_\_\_\_\_  
Dated



**Exhibit A. Scope of Work / Plan for Reporting Results**  
**Covering period July 1, 2013 – June 30, 2014**

Organization: Redwood Community Health Coalition  
 Project Title: Integrated CMSP/Path2health Enrollment Training

Project Summary: Implement an integrated County Medical Services Plan/Path2Health training and data collection program with Human Services staff and 29 community-based application assisters by October 31, 2013

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
We will employ the following key strategies to achieve our desired outcomes:	Strategies will occur on this schedule (months):	We will employ the following person(s) to be responsible for completion:	We expect the strategies to produce the following <b>measurable</b> deliverables or products:	We expect that once completed the strategies will achieve the following measurable changes/results in our target populations/service systems:
1. Develop and implement an integrated County Medical Services Plan/Path2Health training with Human Services Department	Oct 31, 2013	Sandy Sakwa	# and date of meetings and trainings # of attendees	
2. Train 29 Certified Application Assisters + 15 AmeriCorps volunteers with “refresher” and integrated County Medical Services/Path2health training	Oct 31, 2013	Sandy Sakwa	# and date of meetings and trainings # of attendees # of CMSP/Path2Health Applications and Renewals processed by CAAs will be tracked.	Increase the number of CMPS applications/renewals by 5%
3. All County Medical Services Plan/Path2Health training materials will be available online for others to access	Dec 31, 2013		# of training materials downloaded	N/A

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
We will employ the following key strategies to achieve our desired outcomes:	Strategies will occur on this schedule (months):	We will employ the following person(s) to be responsible for completion:	We expect the strategies to produce the following <b>measurable</b> deliverables or products:	We expect that once completed the strategies will achieve the following measurable changes/results in our target populations/service systems:
4. Develop integrated data collection between RCHC, HSD and DHS	Dec 31	Pedro Toledo	Approved data collection	N/A
5. Acknowledge the funding and support received from Blue Shield of California Foundation in all communications and training materials	Ongoing		N/A	
6. Contribute expertise to the development of a mobile CMSP Client Resources application including: reviewing and advising on functional requirements; assisting in convening a focus group of CMSP clients to review and comment on phone App functions; participating in Beta and final end-user testing.	April 30, 2014	Pedro Toledo	Mobile application launched # of application downloads	N/A

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
<b>Reporting, Evaluation, and Communication – Required</b>				
7. Develop an evaluation plan for the project in consultation with DHS staff and evaluators.	First quarter of contract		Approved evaluation plan	N/A
8. Collect and maintain detailed training, applications processed and renewals	Ongoing		# of CMSP eligibles enrolled in Medi-cal or Exchange # of new applications processed by RCHC for CMSP eligibles % of CMSP/P2H beneficiaries who reapply with no break in aid, or within 3 month % of CMSP enrollees subject to transitions who receive information # of meetings/trainings # of attendees # of applications distributed at community meetings	N/A
9. Prepare and submit timely progress reports in a format approved by DHS, including quarterly cumulative data summaries with # of CMSP enrollees renewals, applications processed.	Quarterly		Quarterly progress reports each year (due 10/31, 1/31, 4/30 and 7/31) Quarterly progress reports will include monthly data as well as the narrative “story” about the successes, challenges and lessons learned during the reporting period Quarter 4 progress reports to include cumulative year-end data summary and analysis of demographics for recipients of service.	N/A

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<b>Strategies / Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables (i.e., Process Outputs)</b>	<b>Measurable Program Outcomes</b>
10. Attend DHS BSCF implementation meetings	Monthly	Pedro Toledo	Attendance	N/A

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## Exhibit B. 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 minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If 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 the additional insureds 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. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

### 5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### 6. Documentation

- a. 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 – 4 above.

- b. 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

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. 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.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### **7. Policy Obligations**

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

#### **8. 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: 42**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors of the Northern Sonoma County Air Pollution Control District

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Transportation and Public Works – NSC Air Pollution Control District

**Staff Name and Phone Number:**

Barbara Lee, (707) 433-5911

**Supervisory District(s):**

Northern Sonoma County Air Pollution Control District

**Title:** Approve Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits

### **Recommended Actions:**

Approve Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits.

### **Executive Summary:**

Staff of the Northern Sonoma County Air Pollution Control District (District) requests Board approval of the Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits (Interim Policy). On July 30, 2013, the Board received and considered the proposed Interim Policy and authorized the District to enter into a Memorandum of Understanding with the California Air Pollution Control Officers Association (CAPCOA) to participate in the CAPCOA Greenhouse Gas Reduction Exchange (GHG Rx). Staff was directed to return to the Board for approval of the Interim Policy and to return within eighteen months with a proposed credit regulation, including a recommendation regarding cost recovery. At that time, staff will also provide an update on its implementation of the Policy, and the use of the CAPCOA GHG Rx statewide.

Over the last five years, District staff has taken a leadership role with other air districts to create tools and resources for local governments to address climate change and greenhouse gas emissions in review of land use projects, General Plans, climate action plans, and mitigation measures. Beginning in 2012, District staff led a team of staff from six other air districts (including the Bay Area Air Quality Management District (BAAQMD)) in the development of a platform for local GHG reduction credits. This platform (the CAPCOA GHG Rx) will list GHG reduction credits issued by participating air districts.

The District has existing general authority under which it can issue GHG reduction credits; the proposed Interim Policy will provide direction to staff on using that authority until a formal regulation is approved by the Board. The proposed Interim Policy is procedural in nature; it specifies how District staff will review applications for GHG reduction credits. Applications for credits are voluntary on the part of the applicant. The proposed Interim Policy does not require anyone to provide mitigation, nor does it



specify what kind of mitigation is acceptable when mitigation is required under other programs. For the most part, mitigation requirements arise under the California Environmental Quality Act (CEQA), and decisions about mitigation are made by land use authorities, such as the County's Permit Resource Management Department (PRMD). District staff may be consulted about potential air quality impacts or mitigations for land use projects, and when that occurs, staff act in an advisory capacity to the land use agency. The District will continue to work closely with PRMD on these issues.

The proposed Interim Policy establishes consistent procedures for District staff evaluating GHG reduction credits. These procedures ensure the credits issued will be *real, permanent, quantified, validated, enforceable, and additional*, and protect the integrity of credits that are listed on the CAPCOA GHG Rx. It requires District staff to use the CAPCOA GHG Rx criteria and guidelines to evaluate credit projects. This includes following approved credit project review protocols, and using the common application forms developed for the GHG Rx. Under the proposed Interim Policy, the terms of credit issuance are made enforceable through a legally binding agreement, whose form will be approved by County Counsel.

While operating under the Interim Policy, staff does not propose any fees for reviewing applications for credit projects. Staff does not expect a large number of such applications, and will track the costs of reviewing the applications received. Staff fully expects that implementation costs during the interim period can be accommodated in the approved FY2013-14 budget but will return to the Board at a later date for adjustments if any are needed. Staff will propose appropriate cost recovery with the credit regulation.

In developing the formal regulation over the next 18 months, staff will evaluate the opportunities and impacts of using other criteria for evaluating credits. Credits evaluated using different criteria would not be eligible for listing on the CAPCOA GHG Rx.

The CAPCOA GHG Rx is a voluntary online listing service operated by CAPCOA and participating air districts to provide a secure, low-cost, high quality greenhouse gas exchange for emission reduction credits created in California. Use of the CAPCOA GHG Rx to list, buy, sell, or otherwise transfer credits is voluntary; the District does not require anyone to use the service, or to provide GHG reduction credits. Credits may be required as a condition of rules or programs implemented by other agencies. The platform was created to support local mitigation projects because financial resources invested locally will help create local jobs and realize needed air pollution co-benefits. It has a target public launch of Fall 2013.

**Prior Board Actions:**

7/30/2013: Board received and considered the Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits and authorized the District to enter into an MOU with CAPCOA to participate in the Greenhouse Gas Reduction Exchange

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

Reducing Greenhouse Gas Emissions improves air quality and makes for a better quality of life for residents of the Northern Sonoma County Air Pollution Control District and all Californians; supporting local mitigation projects brings air quality and economic co-benefits to our region.

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no initial cost to the NSCAPCD for participation in the program. Once there is sufficient data to understand what costs will be associated with the program, District staff will return to the Board to address them.

**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

1. Proposed Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits
2. Interim Policy Appendix: Application Form

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

None.

# Northern Sonoma County Air Pollution Control District

## Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits

### Introduction

The development of climate protection programs at the local, state, and federal levels has created a need for greenhouse gas (GHG) emission reduction credits. GHG emission reduction credits represent GHGs that are not emitted because of a specific action taken to avoid their creation, prevent their release, or remove them from the atmosphere. These credits could be used to mitigate anticipated growth in GHG emissions associated with new land use, transportation, or industrial or commercial projects. They could also be used to meet obligations under climate action plans, for compliance with specific regulations, or for voluntary purposes. GHG emission reduction credits are bought and sold in credit markets or exchanges. In order for that transaction to occur, an independent body reviews the credits and issues a certification that the credits are *real, permanent, quantified, validated, enforceable, and additional*. This Interim Policy establishes the procedures under which the Northern Sonoma County Air Pollution Control District (“District”) will act as that independent body in the review of GHG emission reduction credits, and the issuance of certifications.

### Background

District staff has actively participated in collaborative projects with other air districts through the California Air Pollution Control Officers Association (CAPCOA), playing leadership roles in development of a series of GHG resources for local governments addressing climate change. These resources include: *CEQA and Climate Change* (2008); *Model Policies for Greenhouse Gases in General Plans* (2009); and *Quantifying Greenhouse Gas Mitigation Measures* (2010). The quantification methodologies were incorporated into an online project evaluation tool, the California Emissions Estimator Model, or CalEEMod (released 2011), which is now widely used throughout the state. Through working with local governments, the air districts became aware of a desire for low cost, high quality, local GHG emission reduction credits for CEQA mitigation, to meet climate protection goals, and for other purposes.

Beginning in 2012, District staff led a team in the development of a platform to address this desire for local GHG reduction credits. The CAPCOA GHG Reduction Exchange (GHG Rx) is an online service that will be operated by CAPCOA and participating air districts. Its goal is to provide a secure, low-cost, high quality greenhouse gas exchange for credits created in California. Financial resources invested in-state will help create local jobs and realize needed air pollution co-benefits from projects in California.

In order to participate in the CAPCOA GHG Rx, an air district must enter into a Memorandum of Understanding (GHG Rx MOU). The GHG Rx MOU establishes the roles, expectations, and “rules” of the participating districts and CAPCOA in the operation of the GHG Rx. It requires participating districts to agree to follow the Administrative Guidelines approved by the CAPCOA Board of Directors, and to issue a

legally binding instrument to the holder of approved credits that specifies the terms of approval and requires the holder to notify the district of any changes in the status of the credits.

### **Purpose of Interim Policy**

District staff believes that important economic and environmental co-benefits accompany GHG emission reduction credit projects. In creating a means to encourage such projects to occur locally, staff hopes to secure those important co-benefits for the residents of Northern Sonoma.

This *Interim Policy for Evaluating and Issuing Greenhouse Gas Reduction Credits* (Interim Policy) is intended to provide clear and enforceable procedures under which District staff will review applications for approval of GHG emission reduction credits, and list approved credits on the CAPCOA GHG Rx, until such time as the District's Board of Directors approves a credit banking rule. Staff believes the Interim Policy is appropriate at this time because both the District's review of emission reduction credit projects and the CAPCOA GHG Rx are new endeavors; procedures may be adjusted to reflect experience gained, and the resources involved in the undertaking are still uncertain. The Interim Policy provides an appropriate mechanism to evaluate the program while providing the service, and to make any needed adjustments based on solid operating experience.

### **Authority**

The California Health and Safety Code assigns to local air districts the primary responsibility for the control of air pollution from all sources other than motor vehicles (HS&C 4000). A district may sponsor, coordinate, and promote projects that will lead to the prevention, mitigation, or cure of the adverse effects of air pollution (HS&C 4004). Districts are further directed to adopt rules and regulations and do such acts as are necessary or proper to execute its responsibilities (HS&C 40702). The District is exempt from the statutory requirement to establish by regulation an emission reduction credit bank because it attains state and federal clean air standards; however, it may elect to do so (HS&C 40709, et Seq.).

### **Review and Listing of GHG Emission Reduction Credits**

Review of GHG emission reduction credits shall be carried out under the following procedures.

#### **1. Eligibility for Evaluation of Credits**

In order for GHG emission reduction credits to be eligible for review under this Interim Policy, the project resulting in the credits must be located within the Northern Sonoma County Air Pollution Control District. The Air Pollution Control Officer (APCO) may, at his or her discretion, agree to review a GHG emission reduction credit application from another air district within California if that air district does not have procedures to review such applications, and if the APCO of that other district has agreed to the District conducting the review. In addition, GHG emission reduction credit projects must follow a protocol approved for use on the CAPCOA GHG Rx.

No GHG emission reduction shall be eligible for credit if the reductions have been used for compliance with any requirement, approved as mitigation for any increase in GHG emissions, or retired for any reason, by any party.

## 2. Application for Approval of Credits

Applications for approval of GHG emission reduction credits shall be submitted to the APCO in writing, using forms approved by the APCO for that purpose. The applicant shall provide all information necessary for the APCO to determine the GHG emission reductions are *real, permanent, quantified, validated, enforceable, and additional*. This information includes, but is not limited to:

- Developer's name
- Project Type (Landfill, development, etc.)
- Project description
- Project location (address, APN, and county)
- Air District listing credit
- Protocol followed (or statements with a report demonstrating it meets the criteria in Appendix D, as applicable)
- Quantity of credits (to nearest ton)
- Date implemented
- Expiration date (if any)
- Project documentation
- Project pictures
- Verification body (if applicable)
- Commitment to notify the Participating District when the Listing Entity sells, transfers, or retires, any part or all of the credits
- Certification that the signing party has the legal authority to list the submitted credits
- Agreement to all other required CAPCOA Attestations
- Other information required in the application form

## 3. Evaluation Procedures

The District will review the credit listing application for completeness. If materials are incomplete or additional information is required, the District will notify the applicant in writing within 30 days of receipt of the application. When the District has all the necessary information to review the application, the application shall be deemed complete.

The District will review the application materials to ensure that the emission reduction project:

- Results in GHG emission reductions that are *real, permanent, quantified, validated, enforceable, and additional*, as determined by the APCO (and at a minimum, as defined in the "CAPCOA Quality Criteria"); and
- Meets the standards set forth in a CAPCOA-approved protocol, including the protocol for case-by-case review of GHG reduction credits. In doing this part of the evaluation, the determination of surplus or additionality will also consider any local requirements.

For projects covered by a CAPCOA-approved sector protocol, District staff shall obtain the information required pursuant to the applicable protocol and use independent judgment and analysis regarding the validity of the information provided. In addition to the rigorous review of all application materials and the associated protocol documentation, staff shall conduct a field visit to complete the initial validation review. The District may consult with staff at other air districts, at state or federal agencies, or other outside experts as needed to complete the review.

For projects covered by the protocol for case-by-case emission reductions, District staff shall review the application to determine if the project meets the standards for case-by-case emission reductions as set forth in the “CAPCOA Quality Criteria”. In reviewing such applications, District staff shall use independent judgment and analysis to determine if the emission reductions are *real, permanent, quantified, validated, enforceable, and additional*, as determined by the APCO (and at a minimum, as defined in the “CAPCOA Quality Criteria”). Staff shall conduct a field visit to complete the initial validation review. The District may consult with staff at other air districts, at state or federal agencies, or other outside experts as needed to complete the review.

The District shall prepare a succinct written report that demonstrates whether the emission reduction project results in GHG emission reductions that are *real, permanent, quantified, validated, enforceable, and additional* (and at a minimum meets the CAPCOA Criteria), including whether the District believes the representations made by the applicant are accurate. The written report shall document that, based on the information provided and the field inspection of the project, the emission reduction project satisfies the requirements of the applicable sector or case-by-case review protocol. The report shall also quantify the emission reductions as specified in the applicable sector or case-by-case protocol.

The written report, including the summary of the field inspection, represents the District’s initial validation of the credits. The emission reductions must be re-validated on an annual basis unless the protocol or the case-by-case review specifies another schedule. The District may require further submittals on an annual or less frequent basis to ensure the credits remain valid and consistent with the findings of the initial review.

The annual validation may require annual quantification and issuance of credits for emission reductions occurring on an ongoing basis. Among other things, this validation must determine if the enforceable requirements imposed by the District when the original credit was issued continue to be satisfied. If specified in the protocol used, the specific requirements of the validation process must be followed.

The District shall perform a full validation of the project once every five years, including a field visit to the project site and review of all associated documentation. In order to perform this review, the District may require the holder of the credits to submit documentation of the project, and shall specify the information required.

The District may withhold approval of the GHG emission reduction credits if the APCO finds the credits are not *real, permanent, quantified, validated, enforceable, and/or additional*, as determined by the APCO. If the APCO finds the project does not meet the requirements above, the District shall notify the applicant in writing, including a brief explanation of the finding.

*Employees who participate in the review, approval and validation of credits, or actively participate in or influence decision making on behalf of the person designated with approval authority, shall not have a direct financial interest in any corporation, partnership, or other legal entity or person that is involved in the creation of such credits.*

#### **4. Approval of Credits and Legally-Binding Agreement**

If the APCO finds that the GHG emission reduction project meets all of the applicable criteria, the APCO shall issue the credits in the form of a legally binding instrument, approved by County Counsel as to form, that does the following:

1. Attests that the credits described in the application have been reviewed by the District and found to meet all of CAPCOA's criteria;
2. Requires that the applicant notify the District prior to any sale, transfer or retirement of the credits, or of any event that otherwise renders the credits invalid;
3. Includes any terms and conditions of approval, including but not limited to any applicable certifications, testing, monitoring, recordkeeping, and reporting;
4. Renders the credits invalid if the terms of the approval are not met.

#### **5. Tracking of Credit Information**

The District will track all information needed to ensure the continuing validity of credits issued. This includes, but is not limited to, information required by the CAPCOA GHG Rx.

#### **6. Listing of Credits on the CAPCOA GHG Rx**

The District may list approved GHG emission reduction credits on the CAPCOA GHG Rx. The holder of the credits may request this listing as part of the application process, or at a later date. Listed credits may be subject to audits by other air districts or outside auditors; credit holders are required to provide access to the project and other information as needed to conduct the audit.

The APCO will not list on the CAPCOA GHG Rx any GHG emission reduction credits that do not, at minimum, meet the criteria set forth in the CAPCOA GHG Rx Administrative Guidelines or the CAPCOA Quality Criteria.

### **Appendix: Application Forms**



**CAPCOA GHG Rx**

Application No.

**Application for Listing GHG Credit Projects**

**I. Project Contact Information – Listing entity**

Contact

Title

Company

Address

City  State  Zip

Phone  Fax

Email

Listing Entity Type (owner, project developer, brokers, retailers, trader, etc.)

Tax ID #

**II. Owner of GHG Credits**

Contact

Title

Company Name

Address

City  State  Zip

Telephone  Fax

Email

Tax ID #





**Application for Listing GHG Credit Projects**

Name of any other GHG registry/emission reduction bank in which the credits are registered; provide the registry/bank identification number (if applicable):

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Have the GHG credits ever been sold directly to a third (3<sup>rd</sup>) party (i.e. , sold without being registered with or claimed by another registry or program)?

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**III. Project Site Information – Location of GHG Credit Project**

Name of Facility/Property

Address

City

County

State

Zip

APN #

California APCD/AQMD in which the credits occurred?

Is the project located in an Environmental Justice area?

Describe the adjacent land use (e.g., school, residential, industrial, farming, hospital, etc.)



**Application for Listing GHG Credit Projects**

**IV. Project Type Information – Description of GHG Credits**

Protocol Followed: (CAPCOA-approved protocol, Case by Case)

Project Type: (stationary, mobile, agriculture, biomass, forestry, other)

Project Description to also include:

1. Project purpose and objective;
2. Description of how the project will achieve GHG reductions and /or removals;
3. Date the GHG reductions occurred (or will occur);
4. Description of how the project will comply with each of the CAPCOA Criteria (real, additional/surplus, quantifiable, verifiable/enforceable, permanent – see Administrative Guidelines, Appendix D);
5. Description of baseline, project boundaries (physical and assessment) and potential leakage;
6. Type of GHGs to be reduced (e.g., methane, carbon dioxide, nitrous oxide, other);
7. Provide a description of how applicant will demonstrate clear ownership of the GHG reduction credits; and,
8. Have (or will) the GHG credits from the project ever been registered with or listed on another registry?

**V. Quantity of GHG Credits to be listed:**

GHG credits in metric tons CO2e (MT CO2e) per year: \_\_\_\_\_

Vintage year of GHG credits (if applicable): \_\_\_\_\_

Expiration date of GHG credits (if applicable): \_\_\_\_\_

**VI. Supporting Information**

Supporting documentation shall include, but is not limited to:

1. Maps
2. Photographs
3. Calculations
4. Relevant information on environmental justice areas
5. Validation (verification) report or report demonstrating compliance with CAPCOA Criteria for Case by Case Protocol – see Appendix D
6. Monitoring and/or validation (a.k.a. verification) schedule



**CAPCOA GHG Rx**  
**Application for Listing GHG Credit Projects**

Application No.

## VI. Requirements for a Complete Application

In order to avoid delays in processing this application all applications should include the following information.

- A completed application.
- A filing fee.
- It is the responsibility of the applicant to demonstrate that the GHG credit reductions included in this application will not result in an increase of emissions at other sources. By signing this form, the Listing Entity attests that he or she accepts and agrees to this responsibility.

**IMPORTANT:** Under the California Public Records Act, all information in your application will be considered a matter of public record and may be disclosed to a third party. If you wish to claim “trade secrets” for any parts of your submittal (in accordance with Government Code section 6254.7)), please complete the following steps:

- (a) Make a copy of any page containing trade secret information with the pertinent information redacted. Label this page “Public Copy.”
- (b) Label the original page “Confidential.” Circle all confidential (trade secret) items on the page.
- (c) Prepare a written justification for your claim of “trade secrets” of each item. Append this to the confidential copy.

## VII. Attestations

- “No GHG credits have been issued by any voluntary or mandatory programs for the same offset project being listed; or if GHG credits have been credited by another voluntary or mandatory program, documentation is attached that shows the listed project is not seeking credits for those same GHG reductions and/or that the GHG reductions credited by another voluntary or mandatory program have been delisted and cancelled from that program.”
- “No GHG reductions or GHG removal enhancements for the same offset project are being used for any GHG mitigation requirement.”
- “By signing below, the Listing Entity agrees to notify the the Participating District immediately of any sale, transfer, or retirement of any part or all of the credits.”
- “By signing below, if the credit project is located on Tribal Lands, the Listing Entity agrees to obtain any and all Tribe approvals prior to submitting the credits for listing, and to provide the Participating District all documentation pertaining to the subject Tribal approvals with the application.”
- “By signing below, the Listing Entity certifies under penalty of perjury under the laws of the State of California the GHG credits included in this application will be measured in accordance with the



## CAPCOA GHG Rx

Application No.

### Application for Listing GHG Credit Projects

applicable CAPCOA-approved protocol (or the Participating District-approved case by case protocol) and all information submitted to the Participating District is true, accurate, and complete. I further certify that I have legal authority to list the above referenced credits on the CAPCOA GHG Rx.”

Signature:

Title:

Date:

GHG\_Credit\_Application\_Form\_7-3-13.docx



## County of Sonoma Agenda Item Summary Report

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

**Agenda Item Number: 56**  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** September 10, 2013

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

Jane Riley 565-7388

**Supervisorial District(s):**

All

**Title:** General Plan Amendment and Zoning Code Changes for Renewable Energy, ORD11-0005

### **Recommended Actions:**

The Board is requested to resume the public hearing on the proposed General Plan Amendment and Zoning Code changes to enable renewable energy systems and facilities. At the conclusion of the hearing the Board may adopt the Negative Declaration and approve the following as recommended 5-0 by the Planning Commission:

- 1) a Resolution amending the General Plan Open Space and Resource Conservation Element to allow commercial renewable energy systems in agricultural and resource areas; and,
- 2) an Ordinance making changes to the Zoning Code to allow Renewable Energy systems and facilities at appropriate scale in various zoning districts.

### **Executive Summary:**

The attached Staff Report Memo summarizes the issues discussed at the May 7 Board meeting, as well as an additional issue raised by the City of Petaluma in July. Where appropriate, policy options are provided for your Board's consideration. Recommended options are reflected in the attached Draft Ordinance and its Exhibits. Following is a summary of the topics and recommendations:

- **Land Intensive Agriculture (LIA) lands** - Accept the Planning Commission recommendation to only allow Accessory Solar Systems on parcels zoned Land Intensive Agriculture. Permit commercial solar facilities without limitation on rooftops or over parking areas, but do not allow commercial ground-mounted solar facilities unless the parcel is removed from the LIA designation through a General Plan Amendment and Rezone.
- **Land Extensive Agriculture (LEA) lands** - Accept the Planning Commission recommendation to limit commercial solar facilities to 30 percent of a parcel, up to a maximum of 50 acres. Permit larger facilities only with a Rezone to add the Renewable Energy (RE) Combining Zone.

- **Diverse Agriculture (DA) lands** – Apply the same limits to the DA as are applied to the LEA zoned parcels.
- **Resources and Rural Development (RRD) lands** - Revise these standards to: 1) limit commercial solar facilities on RRD lands to 15 percent of the parcel area, not to exceed 5 acres, with a use permit; and, 2) permit larger facilities only with a Rezone to add the Renewable Energy (RE) Combining Zone.
- **Incentivizing Developed Areas** – Add General Development Standards to encourage and incentivize the use of built lands first, including incentives for bioenergy and solar over parking (10% reduction in required spaces) and application of lower and less expensive level of review (zoning permits) for small commercial and renewable energy facilities.
- **Disposal information** – Incorporate information on solar industry disposal of panels/hazardous materials.
- **Cost information** – Provide additional cost information for commercial solar applications if a Rezone and/or General Plan Amendment is needed
- **Financial assurance** – Add thresholds for financial assurance requirement.
- **Review** – Adopt staff suggestion to review the ordinance effectiveness in the near term, with Phase II of the Development Code update and support Staff’s referral to cities at the level they request.
- **Clarifications** – Adopt other recommended minor changes to the text of the Ordinance as outlined in the Staff Report Issue #9.

**Prior Board Actions:**

The Board of Supervisors held a public hearing on May 7, 2013 on the package of amendments for renewable energy and provided direction to staff on most of the policy options, requested additional information for others and continued the hearing to consider the changes. Overall, the direction from the Board was to facilitate and encourage renewable energy systems for on-site uses and within existing developed areas. The Board requested that staff return with additional information and with options for a more cautious approach to the permitting of commercial renewable energy facilities, including the use of the proposed Renewable Energy Combining Zone on agricultural and resource lands.

**Strategic Plan Alignment**

Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 13-14**

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

**Narrative Explanation of Fiscal Impacts (If Required):**

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**Staffing Impacts**

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

**Narrative Explanation of Staffing Impacts (If Required):**

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**Attachments:**

Board of Supervisors Memo dated September 10, 2013  
 Att A: Draft Board of Supervisors Resolution for Amendment of OSRC-15d  
 Att B: Draft Ordinance with Exhibits A-H as follows:  
     Exhibit A RE Combining Zone  
     Exhibit B Parking Regulations  
     Exhibit C Renewable Energy Use Table  
     Exhibit D Systems and Facilities General Standards  
     Exhibit E Bioenergy Facilities Special Use Standards  
     Exhibit F Solar Energy Special Use Standards  
     Exhibit G Wind Energy Special Use Standards  
     Exhibit H Density Bonus for Renewable Energy Systems  
 Att C: Map of Planning Areas  
 Att D: Public Correspondence Received

<b>Related Items “On File” with the Clerk of the Board:</b>
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Board of Supervisors Staff Report dated May 6, 2013, with attachments and Negative Declaration
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# COUNTY OF SONOMA

## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

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**DATE:** September 10, 2013 at 2:10 p.m.

**TO:** Board of Supervisors

**FROM:** Jane Riley, Project Planner

**SUBJECT:** Continued Hearing to consider General Plan Amendment and Zoning Code changes for Renewable Energy; File ORD11-0005; Countywide; Supervisorial Districts: All.

### Action Requested of the Board of Supervisors:

The Board is requested to resume the public hearing on the proposed General Plan Amendment and Zoning Code changes to enable renewable energy systems and facilities. At the conclusion of the hearing the Board may adopt the Negative Declaration and approve the General Plan Amendment to the Open Space and Resource Conservation Element and adopt the Ordinance as recommended by staff and the Planning Commission.

### Prior Actions:

The Board of Supervisors held a public hearing on May 7, 2013 on the package of proposed amendments for renewable energy and provided direction to staff on most of the policy options, requested additional information for others and continued the hearing to consider the changes. Overall, the direction from the Board was to facilitate and encourage renewable energy systems for on-site uses and within existing developed areas. The Board requested that staff return with additional information and with options for a more cautious approach to the permitting of commercial renewable energy facilities, including the use of the proposed Renewable Energy Combining Zone on agricultural and resource lands.

The following policy direction and general request for information was provided and has been incorporated into the revised draft Ordinance, attached:

- Land Intensive Agriculture (LIA) lands - Accept the Planning Commission recommendation to only allow Accessory Solar Systems on parcels zoned Land Intensive Agriculture. Permit commercial solar facilities without limitation on rooftops or over parking areas, but do not allow commercial ground-mounted solar facilities unless the parcel is removed from the LIA designation through a General Plan Amendment and Rezone.
- Land Extensive Agriculture (LEA) lands - Accept the Planning Commission recommendation to limit commercial solar facilities to 30 percent of a parcel, up to a maximum of 50 acres. Permit larger facilities only with a Rezone to add the Renewable Energy (RE) Combining Zone.
- Diverse Agriculture (DA) lands – Apply the same limits to the DA as are applied to the LEA zoned parcels.

- Resources and Rural Development (RRD) lands - Revise these standards to: 1) limit commercial solar facilities on RRD lands to 15 percent of the parcel area, not to exceed 5 acres, with a use permit; and, 2) permit larger facilities only with a Rezone to add the Renewable Energy (RE) Combining Zone.
- Incentivizing Developed Areas - Add a policy to encourage and incentivize the use of built lands first through the addition of General Development Standards.
- Consider adding an incentive for bioenergy facilities located in developed areas.
- Consider adding incentives for building solar over parking, such as further reducing parking requirements when solar is provided.
- Provide additional cost information for commercial solar applications if a Rezone and/or General Plan Amendment is required
- Provide additional information on disposal of solar panels/hazardous materials.
- Add thresholds for when financial assurances would be required for larger projects
- Review effectiveness of the ordinance in the near term with Phase II of the Development Code update.
- Adopt other recommended minor changes to the text of the Ordinance as outlined below for clarification.

The following discussion summarizes the issues discussed at the May 7 Board meeting, as well as an additional issue raised by the City of Petaluma in July. Where appropriate, policy options are provided for your Board's consideration. Recommended options are reflected in the attached Draft Ordinance and its Exhibits, including Ordinance Exhibit C, *Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities*.

### **DISCUSSION ITEMS & RECOMENDATIONS**

**Issue #1a:** Solar Energy Facilities on Land Intensive Agriculture (LIA) Lands & Permitting Costs

The Board's discussion on whether commercial solar facilities should be allowed to be located on Land Intensive Agricultural (LIA) lands included two main options:

- 1) Do not allow commercial solar facilities to be located on LIA zoned lands, unless a General Plan Amendment to another land use designation is approved. Accessory solar systems to serve 125% of permitted uses (agricultural and residential) on site would still be allowed by-right in this zone, as would accessory or commercial solar on rooftops and over required parking areas.
- 2) Allow commercial solar facilities in the LIA only with the Renewable Energy combining zone, but do not require a General Plan Amendment.

The 1st and 4th Supervisorial Districts contain the majority of the county's LIA-zoned lands, most of which are mapped by the State Department of Conservation as Important Farmlands. Some of the lands with LIA zoning are not mapped as Important Farmlands; however, these lands are typically either within flood areas along the river valleys, or part of the uplands that form the scenic backdrop for Important Farmlands and therefore not likely to be suitable for commercial renewable energy facility development. Staff felt that listing commercial solar facilities as potentially allowed within LIA-designated lands would be misleading to prospective applicants and problematic to administer because most of the land within the LIA would not qualify for commercial facilities under the criteria that excludes Important Farmlands, floodways, and Scenic Resources. The General Plan policies currently limit commercial solar facilities to commercial and industrial areas and the proposed amendment would allow them in marginally productive agricultural areas, but opening up the prime agricultural lands would be inconsistent with the policies to strengthen and preserve the prime agricultural lands and the Board's focus on using developed areas.

At the meeting on May 7th, the majority of the Board accepted the Planning Commission recommendation to avoid commercial solar facilities in the LIA unless they are provided on rooftops or over required parking. The minority opinion at the Planning Commission was that LIA lands should be able to be developed with commercial solar facilities if a Rezone to add the RE Renewable Energy Combining Zone was granted. Because not all Boardmembers were present at the May 7 meeting, policy options are presented again for Board consideration:

#### Policy Options.

1. Adopt Planning Commission's recommendation to not allow ground-mounted commercial solar energy facilities on Land Intensive Agriculture (LIA) lands. Instead, require a General Plan Amendment and Rezone to a more suitable designation and a Use Permit. Under this Option, each request for commercial solar facility development on an LIA parcel would be subject to Board of Supervisors approval following a Planning Commission recommendation and CEQA review.
2. Allow commercial solar facilities within the Land Intensive Agriculture (LIA) Zone only with a rezone to add the Renewable Energy (RE) Combining Zone (allows up to 100 percent of the site to be renewable facilities). The Rezone to add the RE would be subject to Board of Supervisors approval following a Planning Commission recommendation and CEQA review, but the project would not require a General Plan Amendment.
3. Allow commercial solar facilities in the LIA with a use permit, subject to the same standards and thresholds (up to 30% of parcel up to 50 acres unless a Rezone to add the RE is approved; see below) as the other agricultural zoning districts. Projects would require CEQA review and standards exclude Important Farmlands and Scenic and Biotic Resource areas.

**Recommendation: Option 1.** In order to maintain consistency with the General Plan, commercial solar production facilities would only be allowed on LIA lands if provided on rooftops or over required parking. If the subject parcel or portion of a parcel meets the designation criteria, a General Plan Amendment and Rezone to another category may be considered. A Use Permit would also be needed, but would be processed concurrently to the General Plan Amendment request. Accessory solar systems to power 125% of on-site uses - including both residential uses and permitted agricultural uses such as wineries - would still be allowed within the LIA, along with

accessory or commercial solar facilities on rooftops or over required parking without limitation. This recommendation is reflected in Ordinance Exhibit C, Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities.

**Issue #1b:** Permitting Costs.

In a request related to the permitting costs for commercial solar facilities, the Board asked staff to determine what the difference would be in terms of time and costs to add a General Plan Amendment (GPA) requirement to the application process for a commercial renewable energy facility, as well as the cost to apply for a rezone to add the Renewable Energy (RE) Combining Zone. Assuming a 3 megawatt (MW) ground-mounted commercial solar facility covering 25 acres of land with environmental review (no special studies), design review, and referrals to consulting divisions and agencies, those differences would be as follows:

<u>Permit Level</u>	<u>Application Cost</u>	<u>Deciding Body</u>	<u>Approx. Timeline</u>
Use Permit	\$13,100	BZA	5-6 months
Rezone to add RE + Use Permit	\$14,821	BOS	8-9 months
GPA + RE Rezone + Use Permit	\$16,000	BOS	9-10 months

The addition of a requirement for a General Plan Amendment and Rezone to a more suitable base zone, along with a Rezone to add the RENEWABLE ENERGY (RE) Combining Zone and the Use Permit reviews, would not add significant processing time because the Board of Supervisors is the deciding body in either case. Most of the potential time difference is related to the need to “package” General Plan Amendments so as to not exceed state law maximums. The processing time difference to add a General Plan Amendment requirement to the application for a commercial renewable energy facility is approximately 30 days, and the at-cost processing cost difference is an increase of \$1,179.

**Issue #2:** Solar Energy Facilities on Land Extensive Agriculture (LEA) Lands

It is generally agreed at the State level that commercial solar power generation facilities should be encouraged to develop only on marginally productive agricultural lands where environmental impacts can be mitigated, and in proximity to existing or planned transmission lines. Less than 20% of Land Extensive Agriculture (LEA) lands in Sonoma County are mapped as Important Farmlands, with the majority being haylands and grazing lands. These lands are likely to experience the most pressure for commercial solar facilities, as they are generally level and located along transmission and distribution lines. The Farm Bureau has opined that these marginally productive lands are the most suitable for commercial solar energy production facilities, provided that any potential environmental impacts can be mitigated. The Farm Bureau was agreeable to the limit of 30% of parcel/50 acre maximum within the Land Extensive Agriculture Zone so long as the mapped Important Farmlands are excluded and protected.

Following considerable input from the agricultural and environmental communities, the Planning Commission voted 5-0 to recommend limiting commercial solar energy facilities on LEA lands to 30% of the parcel up to 50 acres, unless a rezone to the Renewable Energy (RE) Combining District is approved. Important Farmlands mapped as Prime, Statewide or Unique would be excluded. Accessory systems to power 125% of legal on-site uses, as well as unlimited solar rooftops, would still be allowed as permitted uses. The Board of Supervisors accepted this

recommendation at their May 7 meeting, directing staff to permit large commercial solar facilities primarily in developed areas to avoid unforeseen consequences. The Board agreed that a rezone to add the Renewable Energy (RE) Combining District would provide an appropriate level of review for larger commercial facilities.

### Policy Options

1. Adopt the Planning Commission's recommendation and allow commercial solar facilities within the Land Extensive Agriculture (LEA) Zone up to 30% of the parcel up to 50 acres, with a Use Permit and Environmental Review. Allow these limits to be exceeded only with a Rezone to the Renewable Energy (RE) Combining Zone. A Use Permit would be subject to CEQA review and would be subject to Board of Zoning Adjustments (BZA) approval. A Rezone to add the Renewable Energy (RE) would be subject to Board of Supervisors approval following a Planning Commission recommendation and CEQA review.
2. Allow commercial solar facilities within the LEA Zone of up to 49% of site area subject to a Use Permit and CEQA review. Exclude mapped Important Farmlands, Biotic Resource areas and Scenic Resource areas.

**Recommendation: Option 1.** Consistent with the Board's direction that the county proceed with caution when allowing commercial solar facilities, staff recommends that the Board limit commercial solar to 30% of a parcel up to 50 acres. A rezone to add the Renewable Energy (RE) Combining District would be required if a commercial solar facility is to exceed the 30% of parcel/50 acre threshold. Important Farmlands mapped as Prime, Statewide or Unique would be excluded from commercial solar development, pursuant to the development standards (see Ordinance Exhibit F, *Solar Energy Special Use Standards*). Biotic and Scenic Resources would also be excluded unless a restrictive easement was recorded to protect these resources. Accessory systems to power 125% of legal on-site uses, as well as unlimited solar rooftops, would still be allowed as permitted uses. This recommendation is reflected in Ordinance Exhibit C, *Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities*.

### **Issue #3:** Solar Energy Facilities on Diverse Agriculture (DA) Lands

Subsequent to the Board's May 7 hearing, City of Petaluma staff contacted PRMD staff to request that the County consider applying the same limits to Diverse Agriculture (DA) Lands as are applied to the LEA zoned sites. The permitting requirements and thresholds for DA Lands were considered by the Planning Commission, but no further limitations or thresholds beyond the use permit and environmental review were recommended.

Parcels with Diverse Agricultural (DA) zoning range in size from less than 1 acre to 120 acres, with the vast majority of DA parcels (92%) being under 20 acres in size. Because of their smaller size, parcels within the DA Zone are not expected to experience significant pressure for the development of commercial solar generation facilities. However, there are some larger Diverse Agriculture parcels located in the west county and between the cities of Petaluma and Rohnert Park that might be considered as potential sites for commercial solar development. The City of Petaluma has requested that the Board consider applying the same limits, standards and thresholds to these DA zoned sites as are proposed to be applied to the LEA zoned sites; that is, a 30% parcel coverage limit to a maximum of 50 acres unless a rezone to add the Renewable Energy (RE) Combining Zone is granted.

Policy Options.

1. Allow commercial solar facilities within the DA Zone on 30% of the parcel up to 50 acres with a Use Permit and Environmental Review. Allow these limits to be exceeded only with a Rezone to the Renewable Energy (RE) Combining Zone. A Use Permit would be subject to CEQA review and would be subject to Board of Zoning Adjustments (BZA) approval. A Rezone to add the RE would be subject to Board of Supervisors approval following a Planning Commission recommendation and CEQA review.
2. Allow commercial solar facilities within the DA Zone of up to 49% of site area subject to a Use Permit and environmental review. Allow these limits to be exceeded only with a Rezone to the Renewable Energy (RE) Combining Zone.

**Recommendation: Option 1.** Consistent with the Board's direction that the county proceed with caution when allowing commercial energy facilities producing power for off-site use, staff is recommending that the Board adopt the same standards and thresholds for DA and LEA lands; that is, to limit commercial facilities to 30% of a parcel up to 50 acres. A rezone to add the RE Renewable Energy Combining District would be required if a commercial solar facility exceeds the 30% limit. Important Farmlands mapped as Prime, Statewide or Unique would be excluded from solar development, pursuant to the development standards. Biotic and Scenic Resources would also be excluded unless a restrictive easement is recorded to protect these resources. Accessory systems to power 125% of legal on-site uses, as well as unlimited solar rooftops, would still be allowed as permitted uses. This recommendation is reflected in Ordinance Exhibit C, Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities.

**Issue #4:** Solar Energy Facilities on Resource and Rural Development Lands (RRD)

At their hearing, the Planning Commission voted 5-0 to allow commercial solar facilities on Resources and Rural Development (RRD) lands with the same site coverage and permitting thresholds as the Land Extensive Agriculture (LEA) Zone, but excluding lands with Scenic or Biotic Resources Combining Zones and those mapped as Important Farmlands. They determined that small commercial facilities of no more than 15% of the site area up to a maximum of 5 acres should be allowed with a Minor Use Permit (administratively approved with a hearing waiver), and facilities of up to 30% of the parcel up to a maximum of 50 acres could be allowed with a Conditional Use Permit. Large projects of more than 50 acres or 30% of the parcel could not be permitted unless a Rezone to add the RE Combining District were approved.

At the Board of Supervisors May hearing, your Board directed staff to return with revised thresholds for Resources and Rural Development (RRD) parcels to both eliminate the allowance for a Minor Use Permit, and to require a Rezone to add the Renewable Energy (RE) Combining Zone for any commercial solar facility that exceeds the threshold of 15% of site area up to a maximum of 5 acres.

Policy Options

1. Require a Conditional Use Permit for commercial solar facilities of up to 15% of a parcel up to 5 acres. A rezone to add the RE Renewable Energy Combining Zone would be required for any commercial solar facility that exceeds the threshold of 15% of a parcel up to a maximum of 5 acres. Under this option, the Board of Zoning Adjustments would be the

approval authority for any commercial solar facility of up to 15% not to exceed 5 acres, and the Board of Supervisors would be the approval authority for any commercial solar facility of greater than 15% or 5 acres on Resources and Rural Development lands. The development standards would continue to protect Scenic and Biotic Resources as well as any mapped Important Farmlands. Accessory systems to power 125% of legal on-site uses, as well as unlimited solar rooftops or installations over required parking areas, would still be allowed as permitted uses.

2. As recommended by the Planning Commission, allow small commercial solar facilities of no more than 15% of the site area up to a maximum of 5 acres with a Minor Use Permit (hearing waiver, with possible staff level approval), and facilities of up to 30% of the parcel up to a maximum of 50 acres with a Conditional Use Permit (Board of Zoning Adjustments approval). Large projects of more than 50 acres or 30% of the parcel would not be permitted unless the Board of Supervisors approves a Rezone to add the RE Combining District. The development standards would continue to protect Scenic and Biotic Resources as well as any mapped Important Farmlands. Accessory systems to power 125% of legal on-site uses, as well as unlimited solar rooftops, would still be allowed as permitted uses.

**Recommendation: Option 1.** In keeping with the Board's direction to facilitate commercial solar energy facilities primarily within developed areas, staff is recommending adoption of the more conservative approach that affords stronger protections on Resources and Rural Development lands. This recommendation is reflected in Ordinance Exhibit C, Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities.

**Issue #5:** Incentivizing Developed Areas (Renewable Energy Development within the Built Environment)

Both the Planning Commission and the Board of Supervisors have clearly conveyed that development of renewable energy systems and facilities should be facilitated primarily on built or developed sites before land is converted to energy generation. While the Board understands that the Solar Rights Act limits the County's ability to restrict ground-mounted solar systems that are used to provide power for on-site uses, they have requested that staff continue to explore ways to "incentivize" rooftops installations and the use of parking areas and other built environments whenever possible. The Board also directed staff to explore ways to incentivize bioenergy facilities.

Subsequent to the May 7 Board hearing, staff met with representatives from the agricultural community interested in developing bioenergy facilities and discussed adding provisions similar to the allowances made for solar facilities placed on rooftops or over required parking areas.

**Recommendation:** In response to this direction, staff recommends that the following be included in the package of Code Amendments for Renewable Energy:

1. Add a standard to encourage facilities within already-developed areas to the General Development Standards (see Ordinance Exhibit D, Renewable Energy Systems and Facilities General Standards, subsection B. 1. h);
2. Incentivize solar installations over required parking areas with a 10% reduction in the number of parking spaces required when 10% of total spaces are covered (see Ordinance Exhibit B, Parking Regulations);

3. Adding a provision to allow “oversized” bioenergy systems to exceed the 125% “accessory” threshold when located on or within already-built or developed areas; (see Ordinance Exhibits E, Bioenergy Facilities Special Use Standards and Exhibit C, Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities); and,
4. Allow the lower and less expensive level of review (Zoning Permit) for small commercial renewable energy facilities in commercial & industrial zones (Ordinance Exhibit C, Table 1 - Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities).

**Issue #6a:** Disposal of Panels & Restoration of Sites

At their May 7 hearing, Board members expressed concern about the reuse and disposal of solar panels at the end of their useful lives. Public testimony from the Planning Commission hearings noted the high potential salvage value of old panels; however, this is supposition and cannot be guaranteed. The Board asked how the future disposal of photovoltaic panels and other potentially hazardous components would be handled.

The Department of Toxic Substances Control (DTSC) is currently amending the California Code of Regulations to address this very issue and to provide industry-wide standards for the management of photovoltaic modules.

**Recommendation:** The proposed Renewable Energy Systems and Facilities General Standards (Ordinance Exhibit D) already contained provisions for:

- A decommissioning plan;
- Financial assurance;
- Removal of all equipment, including underground footings to a depth of three feet; and
- Restoration and revegetation.

Staff recommends that additional language be added to incorporate DTSC standards for photovoltaic waste management (see italic text in h. 8., below)

(excerpt from Ordinance Exhibit D, with staff recommended addition)

**h. Decommissioning.** A decommissioning plan shall be required as part of any use permit for a renewable energy facility and must include the following:

1. Removal of all aboveground and underground equipment, structures not identified for re-use, fencing and foundations to a depth of three feet below grade. Underground equipment, structures and foundations located at least three feet below grade that do not constitute a hazard or interfere with the use of the land do not need to be removed.
2. Removal of graveled areas and access roads and placement of topsoil.



3. Restoration of the surface grade and placement of topsoil after removal of all structures and equipment including grading, revegetation and erosion control plans to return the site to an appropriate end use.
4. Revegetation of disturbed areas with native seed mixes and plant species suitable to the area. Documentation of a three (3) year maintenance agreement for all revegetated areas must be submitted prior to the reclamation being considered complete.
5. The timeframe for completion of removal and reclamation activities.
6. An engineer's cost estimate for all aspects of the reclamation plan.
7. An agreement signed by the owner and operator that they take full responsibility for decommissioning and reclaiming the site in accordance with the Decommissioning Plan and Use Permit approval upon cessation of use.
8. *A plan to comply with all state and federal requirements for reuse, recycling or disposal of potentially hazardous waste.*

The facility operator is required to notify the department immediately upon termination or cessation of use or abandonment of the operation. The operator shall remove components of the facility when it becomes functionally obsolete or is no longer in use. The operator shall begin reclamation and removal of all equipment, structures, footings/foundations, signs, fencing, and access roads within ninety (90) days from the date the facility ceases operation, and complete restoration within one (1) year.

- i. **Financial Assurance.** Financial assurance may be required for large scale renewable energy facilities. At the time of issuance of the permit for the construction of the facility, the operator shall provide financial assurance in a form and amount acceptable to the Department to secure the expense of decommissioning, dismantling and removing all equipment, structures, fencing, and reclaiming the site and associated access or distribution lines/pipes in compliance with the approved reclamation plan.

Staff further recommends the addition of a new standard for Commercial Solar Facilities, as follows: (see Ordinance Exhibit F, *Solar Energy Facilities Special Use Standards*)

*Photovoltaic Module Management.* *Reuse, recycling or disposal of any photovoltaic panels shall be conducted in accordance with the Standards for Universal Waste Management – Photovoltaic Modules as set forth in California Code of Regulations, title 22, division 4.5, chapter 23, and subsequent amendments thereto.*

**Issue #6b:** Thresholds for Financial Assurance Requirements

As outlined above, the proposed *Renewable Energy Systems and Facilities General Standards* (Ordinance Exhibit D) contains provisions that allow the decision-maker to require financial assurances as a part of the use permit process. In their review of this issue, the Planning

Commission heard from solar industry representatives that the requirement for financial assurances added significant costs to their projects, rendering smaller project infeasible. The Planning Commission recommended that the term “financial assurances may be required” (see paragraph i. of Ordinance Exhibit D, above) was sufficient and appropriate to allow the decision-maker the ability to require financial assurances for larger projects without making it mandatory and unnecessarily increasing costs for smaller commercial projects. At their May meeting, the Board asked staff to consider threshold levels at which financial assurances would be mandatory.

### Policy Options

1. Require financial assurances for projects of greater than 5 acres of land area or 1 MW of production capacity. Retain existing language leaving the requirement up to the decision-maker for smaller facilities. This threshold would apply to the different types of renewable energy projects, but may serve to discourage smaller commercial solar projects due to increased costs.
2. Require financial assurances only for commercial renewable energy projects greater than 1 MW or 10 acres. Retain existing language leaving the requirement up to the decision-maker for smaller facilities. This threshold would apply to all types of renewable energy projects, but may not provide sufficient assurances for commercial solar installations of between 5 and 10 acres.
3. Require financial assurances only for solar projects of greater than 20 acres. Retain existing language leaving the requirement up to the decision-maker for smaller facilities. This Option would impose the requirement only on commercial solar production facilities; other types of renewable energy facilities would be at the discretion of the decision-maker.
4. As recommended by the Planning Commission, do not require financial assurances. Retain existing language and allow the decision-maker to condition the project as appropriate in each particular case.

**Recommendation: Option 1.** In keeping with the Board’s direction to proceed with caution when considering regulations for renewable energy production facilities, staff is recommending the 5 acre/1MW threshold for the financial assurance requirement. Revised language to incorporate this Option is provided below and included in the attached ordinance Exhibit D.

**i. Financial Assurance.** Financial assurance may be required for any commercial renewable energy facility, and shall be required for large-scale renewable energy facilities of 1 MW or larger or which exceed 5 acres in land area. At the time of issuance of the permit for the construction of the facility, the operator shall provide financial assurance in a form and amount acceptable to the Department to secure the expense of decommissioning, dismantling and removing all equipment, structures, fencing, and reclaiming the site and associated access or distribution lines/pipes in compliance with the approved reclamation plan.

**Issue #7:** Concerns Expressed by Local Jurisdictions

Prior to and following the May 7 Board of Supervisors hearing, the City of Petaluma requested additional time to review the draft provisions for commercial renewable energy facilities within the unincorporated county. Their concerns included the loss of agricultural lands and open space, and the impact of commercial facilities on their gateways. The City of Cloverdale has expressed similar concerns, especially in regard to its General Plan policies of protecting its viewsheds.

All major planning applications received for projects located within or near any city's LAFCO-approved Sphere of Influence (SOI) are currently referred to that City for review and comment. Staff has requested that each City indicate their preference for referrals of applications for commercial renewable energy facilities in the county; all jurisdictions have responded that they would like to receive application referrals (sent out at the beginning of the application review process) for each Planning Area (see map of Planning Areas, attached) instead of just those in or near their respective Spheres of Influence. This process has now been put into place by PRMD.

**Recommendation:** Support Staff procedure of making referrals to cities at the level they request; include comments from cities in staff reports to the decision-makers.

**Issue #8:** Review of Ordinance Effectiveness

Your Board directed that staff review effectiveness of the ordinance changes in the near-term. This review can be accomplished in one of two ways: as a formal project programmed as a part of the Comprehensive Planning Division's 2-year Work Plan; or, as a part of the second phase of the Development Code Update, currently scheduled for 2015/2016.

**Recommendation:** Direct staff to schedule a review of the ordinance changes as a part of the Development Code Update. If it is determined that changes are needed in the interim, the Board may prioritize them in the Work Plan.

**Issue #9:** Other Recommended Changes to Text of Ordinance Exhibits

In addition to the changes recommended above, staff has made a few other minor edits to the Ordinance text to provide consistency and clarification. These changes include adding language to clarify that lands within a Biotic Resource or Scenic Resource Combining Zones cannot be developed with renewable energy facilities unless a restrictive easement is used to protect the identified resources (Ordinance Exhibit C: Table footnote 5, and text of Exhibit F Solar paragraph E. 6. were changes to be compatible). An additional change was made to Ordinance Exhibit F, Solar Special Use Standards, to remove the reference to 8kW as the maximum sized accessory system allowed without justification of load; this limit was inadvertently left in after staff had agreed with industry representatives and other PRMD divisions to include these limits in administrative policies rather than in the Code. This provision will allow flexibility in the size and design of various solar systems and needs within the County. The draft policy sets a "soft" threshold of 10kW per residence and makes additional allowances for well pumps, swimming pools, spas and similar common uses. The policy does NOT set "limits," rather, it establishes a threshold under which plans can be signed off without need for review of load calculations. This type of administrative permit threshold will facilitate permitting and allows flexibility for larger systems where justified.

**REQUESTED ACTIONS**

Staff requests that the Board of Supervisors:

1. Reopen the public hearing continued from May 7, 2013;
2. Review the Negative Declaration, new information provided by Staff in this report, and any public comments;
3. Approve the Resolution adopting a Negative Declaration and amending the Open Space and Resource Conservation Element and Glossary of the Sonoma County General Plan; and
4. Approve the Ordinance adopting provisions allowing renewable energy systems and facilities through additions and amendments to Chapter 26 of the Sonoma County Zoning Code.

**List of Attachments:**

Att A: Draft Board of Supervisors Resolution for Amendment of OSRC-15d

Att B: Draft Ordinance with Exhibits A-H as follows:

Exhibit A RE Combining Zone

Exhibit B Parking Regulations

Exhibit C Renewable Energy Use Table

Exhibit D Systems and Facilities General Standards

Exhibit E Bioenergy Facilities Special Use Standards

Exhibit F Solar Energy Special Use Standards

Exhibit G Wind Energy Special Use Standards

Exhibit H Density Bonus for Renewable Energy Systems

Att C: Map of Planning Areas

Att D: Public Correspondence Received

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**Items "On File" with the Clerk of the Board:** Board of Supervisors Staff Report dated May 6, 2013, with attachments and Negative Declaration

**KEY TO ABBREVIATIONS USED IN THIS STAFF REPORT**

<b>PRMD</b>	Permit & Resource Management Department
<b>RE</b>	Renewable Energy Combining Zone
<b>LIA</b>	Land Intensive Agriculture Zone
<b>LEA</b>	Land Extensive Agriculture Zone
<b>DA</b>	Diverse Agriculture Zone
<b>RRD</b>	Resources and Rural Development Zone
<b>SR</b>	Scenic Resources Combining Zone
<b>BR</b>	Biotic Resources Combining Zone

<b>BZA</b>	Board of Zoning Adjustments
<b>CEQA</b>	California Environmental Quality Act
<b>LAFCO</b>	Local Agency Formation Commission
<b>SOI</b>	Sphere of Influence



# County of Sonoma

## State of California

Date: September 10, 2013

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

ORD11-0005 Jane Riley

4/5 Vote Required

### **Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting a Negative Declaration and Amending Policy OSRC-15d and the Glossery of the Sonoma County General Plan**

**Whereas**, the General Plan contains policies to encourage development of renewable energy technologies in order to meet the goal of reducing overall greenhouse gas emissions; and

**Whereas**, the policies defining and limiting large scale facilities to only commercial and industrial areas are a constraint to development of renewable energy facilities; and

**Whereas**, additional flexibility for siting of such facilities, while protecting other important agricultural and resource areas, can be achieved with development standards and a Renewal Energy combining zone; and

**Whereas**, in order to clarify the meanings of accessory renewable energy systems and commercial renewable energy facilities, there is a need to add definitions to the general plan glossary that are consistent with the new amendments being added to the zoning code.

**Whereas**, in accordance with the provisions of law, the Board of Supervisors held a public hearing on September 10, 2013, at which time all interested persons were given an opportunity to be heard.

**Now, Therefore, Be it Resolved** that the Board of Supervisors hereby makes the following findings:

1. The Sonoma County General Plan is internally consistent and contains numerous policies and programs within its Open Space and Resource Conservation Element and its Circulation and Transportation Element that are supported with the change to Policy OSRC-15d and implemented with the Zoning Code.
2. The General Plan Amendment to Policy OSRC-15d is in the public interest because it promotes a greater reliance on renewable energy, reducing Greenhouse gasses and

providing for a more sustainable future.

3. The General Plan Amendment will not cause significant adverse effects because policies incorporated into the General Plan and its implementing ordinances include provisions to avoid Important Farmlands, Scenic Resources, Historic Resources and Biotic Resources and areas.

**Be It Further Resolved** that General Plan Policy OSRC-15d is hereby amended to read as follows:

Policy OSRC-15d: Incorporate energy facility siting policies into the Sonoma County ~~Integrated~~ Development Code that would:

- (1) Define ~~small scale energy facilities as those less than 20 MW, and large scale energy facilities as those 20 MW or larger.~~ accessory renewable energy systems as those designed to primarily serve on-site energy demand, and commercial renewable energy facilities as providing energy for off-site use.
- (2) Allow ~~small scale~~ accessory renewable energy ~~generation systems and facilities~~ close to the end energy users in all zoning districts where visual and other environmental impacts can be mitigated.
- (3) Allow ~~large scale~~ commercial renewable energy ~~generation~~ facilities ~~in~~ on lands designated for commercial, and industrial, resource or public use. Avoid in agricultural areas and not mapped as Prime, Statewide or Unique Farmlands, and in areas designated as Scenic and Biotic Resources. Limit their use to compatible scale in rural residential, and agricultural and recreational areas.
- (4) Notwithstanding Policy AR-4a, consider allowing commercial renewable energy facilities as a primary use on agricultural lands only where a Renewable Energy (RE) Combining District is applied, when the history of the site demonstrates that it is of low value for agricultural production, and agricultural operations on surrounding agricultural parcels are not compromised, consistent with Policies AR 4d, 4e and 4f.
- (5) Discourage ~~large scale~~ commercial renewable energy facilities in designated Biotic Resource Areas, Scenic Resource Areas, and Geologic Hazard Areas unless essential to meet energy demand from renewable or distributed energy generation systems.<sup>1</sup>

**Be It Further Resolved** that the Glossary of the General Plan is hereby amended to add the following definitions in their alphabetical order:

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<sup>1</sup> Mitigating Policy

Resolution #

Date: September 10, 2013

Page 3

Accessory Renewable Energy System: An on-site renewable energy system, including but not limited to wind, bioenergy, solar, low-temperature geothermal heating systems, geothermal heat pump systems, and fuel cells and combinations thereof, where the energy generated is used primarily to meet the energy demands of the lawful use on the property where the system is located.

Commercial Renewable Energy Facility: An energy generation facility using renewable fuel sources, including but not limited to wind, bioenergy, solar, geothermal, and fuel cells and combinations thereof, where the energy generated is used to meet off-site energy needs.

**Be It Further Resolved** that the Negative Declaration is hereby adopted.

**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.**



**Article 60. RE Renewable Energy Combining Zone**

**26.60.005 Purpose.**

To identify, designate and protect areas suitable for the development of large scale renewable energy facilities based on the availability of renewable resources, the location of existing or proposed infrastructure, and the potential for renewable energy facilities to be appropriately sited and to effectively mitigate potential significant impacts.

**26.60.010 Applicability.**

The RE combining zone may be applied only within the following base zones:

LEA	(Land Extensive Agriculture)
DA	(Diverse Agriculture)
RRD	(Resources and Rural Development)
TP	(Timber Production)
C3	(General Commercial)
M2	(Heavy Industrial)
PF	(Public Facilities)

The uses allowed and standards required in the RE combining zone shall be in addition to those of the base zone.

**26.60.020 Criteria for designation.**

The RE combining zone may be applied only to property meeting all of the following designation criteria:

- A. The RE combining zone may not be combined with the Land Intensive Agriculture Zone (LIA).
- B. The RE combining zone may not be combined with any residential zone including R1, R2, R3, RR, AR or PC, nor may it be applied within 300 feet of these zones.
- C. The RE combining zone shall not be placed on any property under Williamson Act contract or within an open space or conservation easement unless renewable energy power generation facilities are specifically allowed under the Agricultural Preserve or Open Space District Rules, contract and/or easement.
- D. The RE combining zone shall not be placed within the approach zone (outer or inner safety zones) or the inner turning zones for any public use airport.
- E. The RE combining zone shall exclude areas within the General Plan, Area Plan or Specific Plan designated as Biotic, Historic or Scenic Resources including the Biotic Resource (BR) , Scenic Resources (SR), or Historic District (HD) combining zones, unless a protective easement is provided to ensure protection of the resources. The RE Combining Zone shall also exclude areas mapped as state designated Important Farmland unless a protective easement is placed over these farmlands.

- F. An RE combining zone shall not be applied within 300 feet of an urban service area for a city or unincorporated community, except that RE combining zone may be applied to public facility, industrial, and commercially zoned properties regardless of location within or outside of urban service areas.

**26.60.030 Permitted uses.**

All uses allowed as permitted uses by the underlying primary zone with which the RE combining zone is combined shall be permitted in the RE combining zone in compliance with the provisions and standards of the primary zone.

In addition to the uses allowed by the underlying primary zone, the following renewable energy facilities shall be allowed as a permitted use, subject to a zoning permit and the site planning and development standards of Section 26.88.200.

- A. Exploratory wells for either low temperature or steam geothermal development.
- B. Wind anemometers.
- C. Accessory bioenergy and related cogeneration facilities using off-site feedstocks for on-site energy demands, subject to the standards of Section 26.88.202;
- D. Commercial low temperature geothermal facilities for heat and power, subject to the standards of Section 26.88.204
- E. Commercial solar photovoltaic facilities, subject to the standards of Section 26.88.206;
- F. Accessory wind electric generation facilities on parcels over 5 acres with towers not exceeding 100 feet, subject to the standards in Section 26-88-208.
- G. Cogeneration and similar technologies resulting in a net reduction in carbon output.

**26.60.040 Uses permitted with a use permit.**

In addition to the uses permitted with a use permit by the underlying base zone, the following renewable energy facilities may be permitted subject to granting of a use permit and compliance with the site planning and development standards of Section 26.88.200, unless otherwise exempted by state or federal law.

- A. Commercial bioenergy production facilities and related cogeneration facilities, subject to the standards in Section 26.88.202;
- B. Steam geothermal or solar thermal electric power facilities less than 50 MW, subject to the standards in Section 26.88.204;
- C. Commercial wind electric generation facilities, subject to the standards in Section 26.88.208;
- D. Transmission lines, pipelines, substations and similar facilities associated with a renewable energy facility;
- E. Other hybrid or emerging renewable energy technologies which in the opinion of the director are of a similar and compatible nature to those uses described in this section.

## 26-86-010 Required Parking

(h) In most cases where mixed uses are proposed, the required parking for the use with the most restrictive parking standard may be utilized to meet the above standards; provided, that the applicant can demonstrate the effectiveness of the parking plan in relation to the proposed uses, and provided that future changes in the use of the property are subject to review by the decision-making body so as to maintain the effectiveness of such plan. Otherwise, each proposed use shall be required to meet its applicable parking standard.

(i) The above parking standards may be reduced when it has been satisfactorily demonstrated to the planning director or applicable decision-making body that fewer spaces will adequately serve the specific use or that the applicant has encouraged transit opportunities through one or more of the following:

(1) Participation in a comprehensive travel demand management (TDM) program including, but not limited to, provision of flex-time, carpooling, and transit passes such that VMT generated by the project is reduced;

(2) Provision of transit stops and/or turnouts developed in cooperation with and approved by Sonoma County Transit;

(3) Provision of amenities for bicyclists, bus riders, carpoolers and pedestrians beyond those required by this section. ~~including, but not limited to shower/locker room facilities, additional bicycle parking spaces and covered bicycle parking.~~

(j) The parking standards may be increased when it is determined that employee parking substantially reduces the number of spaces needed for customer use.

(k) The director may waive the requirement for parking to be covered, subject to administrative design review in accordance with Article 82, only where consistent with the neighborhood character and where either: (1) topographic conditions and/or small lot size make the provision of covered parking infeasible; or (2) the parking area will be visually screened from adjacent lots and from the common roadway(s) serving the property.

(l) An exception to the required parking may be made in cases of re-use of existing buildings located within urban service areas or unincorporated communities where it can be demonstrated to the satisfaction of the decision-maker that the provision of parking meeting the above requirements is not feasible, and the use is of the same or less intensity than the previous use.

(m) The parking required may be reduced by up to 20% of total required spaces when it has been satisfactorily demonstrated to the planning director or applicable decision-making body that: 1) adequate parking for the projected use is provided such that the public health and safety is not compromised; and 2) that such design provides greater sustainability through the incorporation of amenities to encourage alternative modes of transportation and VMT reduction to offset GHG emissions from vehicle trips; and/or that 3) the reductions are required in order to implement Low Impact Development (LID) parking lot design, including onsite retention and treatment of stormwater.

Examples include the provision of covered secured bike parking or bike lockers, showers and changing areas for employees, vegetated swales, and connections to Class I facilities. The parking required may be reduced by 10 percent when at least 10 percent of the total spaces are provided as covered by solar panels. These reductions may be combined but the total reduction in the required number of parking spaces may not exceed 20 percent.

(n) The decision maker may increase the allowable percentage of compact spaces to not more than 50% of the total number of required spaces when the increase is needed to facilitate the provision of solar panels, EV charging stations, LID provisions, covered bike parking, connecting trails and the like.

(o) For the purpose of establishing minimum dimensions for parking spaces, a solar covering shall not cause the “covered parking space requirements” to be triggered in an existing parking lot in order that solar panels may be installed over existing spaces. For new parking areas, dimensions for parking spaces to be covered by solar panels shall be of adequate width to allow doors to open freely.

(p) Notwithstanding, the allowable modifications to required parking spaces and dimensions outlined above do not apply to accessible spaces otherwise required by Code.

26-86-020. Bicycle Parking and Support Facilities.

(a) For non-residential projects with 50 or more employees, covered bike parking or bike lockers shall be provided at the rate of 1 secured, covered space or bike locker for every 8 employees. Each covered bicycle space shall be a minimum of three feet in width and six feet in length, and have a minimum of seven feet of overhead clearance. For each 3 covered bicycle spaces or bike lockers provided, the required on-site parking requirement may be reduced by 1 space. For each shower and changing area provided as set forth in the Table below, the required parking may be reduced by 3 spaces.

(b) In addition to the bicycle parking requirements set forth in 26-86-010 (a), the additional support facilities shown in the Table below are recommended for nonresidential projects with 50 or more employees that are located both within a designated Urban Service Area and within 1/2 mile of a Class 1 bikeway:

<b><u>Recommended Shower and Changing Facilities</u></b>		
<u>Type of Land Use</u>	<u>Number of Showers with Changing Area Required for Specified Building Floor Area in Gross Square Feet</u>	
	<u>1 Shower for Each Gender</u>	<u>1 Additional Shower for Each Gender</u>
<u>Commercial, Industrial, or Mixed Use (non-residential portion only)</u>	<u>50,000 to 150,000 gross square feet</u>	<u>Each 100,000 gross square feet over 150,000</u>

**Section 26-88-200**  
**TABLE 1 ALLOWED USES AND PERMIT REQUIREMENTS**  
**FOR**

**RENEWABLE ENERGY SYSTEMS AND FACILITIES**

LAND USE/ZONING DISTRICT	Agricultural			Resources		Residential						Commercial						Special			Industrial				Facilities		SPECIAL USE REGULATIONS
	LIA <sup>1</sup>	LEA <sup>1</sup>	DA <sup>1</sup>	RRD <sup>1</sup>	TP	AR <sup>1</sup>	RR	R1	R2	R3	PC	CO	C1	C2	C3	LC	RC	AS	K	MP	M1	M2	M3	PF	RE		
<b>UTILITY &amp; RESOURCE-BASED USES</b>																											
<b>Renewable Energy Facilities</b>																											
<b>Bioenergy</b>																											
Accessory system <sup>9</sup>	P	P	P	P	P	P	P	P	—	—	—	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	26-88-200 & 202
Accessory system using off-site feedstock	MUP	MUP	MUP	MUP	MUP	—	—	—	—	—	—	—	—	CUP	MUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	MUP	MUP	ZP	ZP	
Commercial facility or exceeding thresholds above	CUP	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
<b>Geothermal</b>																											
Accessory system - low temp geothermal heat exchange	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	26-88-200 & 204
Commercial low temperature power & heat	CUP	CUP	CUP	CUP	CUP	P	P	P	P	P	CUP	P	P	P	P	MUP	MUP	MUP	P	P	P	P	P	P	P	P	
Commercial steam geothermal generation	—	—	CUP	CUP	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	CUP	CUP	MUP	MUP	
<b>Solar</b>																											
Accessory use - roof top or ground mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	26-88-200 & 206
Commercial PV use - roof-mounted <sup>4</sup>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Minor commercial PV < 15% of parcel up to 5 acres <sup>5</sup>	—	CUP	CUP	CUP	MUP	CUP <sup>3</sup>	CUP <sup>3</sup>	—	—	—	CUP	MUP	MUP	ZP	ZP	ZP	ZP	CUP	CUP	ZP	ZP	ZP	ZP	MUP	MUP	MUP	
Commercial PV facility exceeding thresholds above <sup>5</sup>	—	CUP <sup>2</sup>	CUP <sup>2</sup>	CUP <sup>2</sup>	—	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Thermal solar electric facilities <sup>5</sup>	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	CUP	CUP	CUP	
<b>Wind</b>																											
Accessory use: attached to buildings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	26-88-200 & 208
Small Wind Energy <sup>6</sup>	ZP	ZP	ZP	ZP	ZP	MUP	MUP	—	—	—	—	—	—	ZP	ZP	ZP	ZP	ZP	ZP	ZP	ZP	ZP	ZP	ZP	P	P	
Commercial facility or exceeding thresholds above	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
<b>CoGeneration &amp; Similar Technologies<sup>7</sup></b>																											
Accessory Systems using on-site fuel source(s)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	26-88-200
Accessory Systems using off-site fuel source(s)	CUP	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	ZP	CUP	ZP	ZP	ZP	
Commercial facility or exceeding thresholds above	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	MUP	MUP	MUP	
<b>Other Similar and Compatible Facility<sup>8</sup></b>																											
Other Similar and Compatible Facility <sup>8</sup>	CUP	CUP	CUP	CUP	—	—	—	—	—	—	—	—	—	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	

TYPE OF PERMIT REQUIRED	
<b>P</b>	Permitted Use - Ministerial; CEQA exempt; Building Permit only (with clearances and subject to standards)
<b>ZP</b>	Permitted Use if standards met- CEQA exempt; Zoning Permit and Building Permit only
<b>MUP</b>	Minor Use Permit or Hearing Waiver; CEQA applies unless Cat Exempt; can add conditions
<b>CUP</b>	Use Permit - noticed hearing before Planning Commission; CEQA; can add conditions
—	Use not allowed

- Notes:**
- 1 If under Land Conservation (WA) contract, the facility must be listed as compatible use in the local Ag Preserve Rules; be allowed by the type of contract; and shall be no more that 15% of the parcel or 5 acres whichever is less, unless determined by the Board of Supervisors that a larger percentage is compatible and use permit is obtained.
  - 2 On DA and LEA parcels, commercial solar facilities are limited to 30% of site area to a maximum of 50 acres unless a Rezone to add the RE Combining Zone is granted. On RRD parcels, the limit is 15% to a maximum of 5 acres unless a Rezone to add the RE is granted.
  - 3 Commercial solar facilities allowed within the AR and RR zones only on parcels of at least 10 acres, subject to use permit.
  - 4 Roof-mounted solar on legally established buildings or located on carports/shade structures over required parking only; see 26.88.206. C.
  - 5 Excludes Important Farmlands mapped as Prime, Statewide, or Unique by the Farmlands Mapping & Monitoring program (FMMP); excludes designated Scenic and Biotic Resource Areas (SR and BR) unless a protective easement is recorded.
  - 6 Maximum height is forty (40') feet on a parcel less than one (1) acre; sixty-five (65') feet on a parcel one (1) to less than five (5) acres; and maximum height of eighty (80') feet on a parcel of five (5) acres or more
  - 7 Cogeneration and similar technologies, including fuel cells, must result in a net reduction in carbon output in order to be considered a renewable facility as defined herein.
  - 8 Other hybrid or emerging renewable energy technologies which in the opinion of the director are of a similar and compatible nature to those uses listed.
  - 9 ≤ 15 gallons biodiesel generation exempt with Fire Code review and signoff. Oversized accessory bioenergy systems placed on or within existing structures or paved/compacted areas not subject to 125% limitation.

## **26.88.200 Renewable Energy Systems and Facilities Development Standards**

Renewable Energy Systems and Facilities are allowed in accordance with permit requirements as shown in Table 1: *Allowed Uses and Permit Requirements for Renewable Energy Systems and Facilities*.

**A. Accessory Renewable Energy Systems** The following site planning and development standards shall apply to accessory renewable energy systems, defined as those designed to supply a total of not more than 125% of the calculated energy demand for all legally established on-site uses. Accessory renewable energy systems include attached wind systems and those not exceeding forty (40) feet in height; solar photovoltaic systems; low-temperature geothermal heating systems; geothermal heat pump systems; and bioenergy systems (and associated cogeneration facilities) where the feedstock is also produced on-site.

Accessory systems do not include systems designed or used primarily to supply off-site energy needs. Oversized accessory solar or bioenergy systems constructed on or within existing buildings or as shade structures over required parking areas are not subject to the 125% threshold when producing electricity for a feed-in tariff or Community Choice Aggregation Program.

### **1. Site Planning and Development Standards**

- a. Biotic Resources.** Accessory renewable energy systems shall not be sited within designated sensitive biotic resource areas as designated in the General Plan, Zoning or Area Plan including wetlands, streams, threatened or endangered species habitat areas and/or habitat connectivity corridors.
- b. Scenic Resources.** Accessory renewable energy systems located within scenic areas as designated in the General Plan, Zoning or Area Plan shall require administrative design review as set forth in 26.82.050 (Design Review). Systems shall be sited behind natural topography or vegetation when feasible.
- c. Farmland Protection.** In the agricultural zoning districts, an accessory renewable energy system shall be sited to minimize any loss of Important Farmlands, and shall meet the requirements of General Plan Policy AR-4a. A Right to Farm declaration and an agricultural impact easement limiting the liability of farmers on non-agricultural uses shall be recorded. If the system is located on a site under a Land Conservation Act (Williamson Act) contract, the system must serve an agricultural or compatible use listed in the Uniform Rules for the Land Conservation Act Program.
- d. Fire Protection.** An accessory renewable energy system shall meet Chapter 13 of the Sonoma County Code (the Fire Safety Ordinance). For roof-mounted solar systems, this includes 3 feet clear at roof edges, valley and hips, unless waived in writing by the Fire Marshal.
- e. Grading and Access.** Accessory renewable energy systems shall be sited to maintain natural grades and shall use existing roads for access. Grading

and/or construction of new roads shall be allowed only where necessary to provide the system in proximity to the energy use or transmission and distribution system, and that an alternate location on the subject site is less suitable for environmental or visual reasons.

- f. **Noise.** Renewable energy systems shall not exceed the General Plan Noise Standards Table NE-2, measures at the nearest property line.
- g. **Cessation of Use.** The operator shall remove components of the facility when it becomes functionally obsolete or is no longer in use, and shall begin restoration and removal of all equipment, structures, footings/foundations, signs, fencing, and access roads within ninety (90) days from the date the facility ceases operation, and complete restoration within six (6) months.

**B. Commercial Renewable Energy Facilities.** The following siting criteria and development standards apply to all commercial (non-accessory) renewable energy facilities which provide energy for off-site use, unless otherwise exempt, in addition to the applicable special use standards for the specific type of facility:

**1. Siting Criteria.**

- a. **Aesthetics.** Renewable energy facilities shall be sited to minimize view impacts from public roads and adjacent residential areas, and shall require administrative design review as set forth in 26.82.050 (Design Review). Proposed facilities located within Scenic or Historic Resource combining zones shall also require design review of materials, colors, landscape, fencing and lighting plans. Any lighting shall be fully shielded, downward casting and not wash out onto structures, other properties or the night sky. The operator shall maintain the facility, including all required landscaping, in compliance with the approved design plans.
- b. **Air Safety.** Renewable energy facilities shall not be located within the approach zone (outer or inner safety zones) or the inner turning zones for any public use airport. Renewable energy facilities shall be sited and operated to avoid hazards to air navigation; sites located within a public use airport traffic zone will be required to provide an analysis documenting compliance with this standard. The owner/operator of a facility approved within a public airport's traffic zone shall be required to record an aviation easement and may be required to mark or light the facility for air traffic safety. The operator shall notify the FAA and California Division of Aeronautics of any structures in an airport traffic zone that are more than 200 feet above the ground elevation or that exceed airport imaginary surfaces as defined in Federal Aviation Regulations Part 77. If located on airport lands, the facility must meet the building setback approved on the Airport Layout Plan.
- c. **Biotic Resources.** Renewable energy facilities shall be sited to avoid or minimize impacts to sensitive biotic habitats including woodlands, wetlands, streams, and habitat connectivity corridors as identified in the General Plan, Area Plan, Specific Plan or a Biotic Resource combining zone. Projects

located within or adjacent to these areas will require a biotic study at the time of use permit application to demonstrate that the facility avoids sensitive species to the maximum extent feasible and provides adequate mitigation of potential impacts.

- d. Cultural and Historic Resources.** Renewable energy facilities shall be sited to avoid or mitigate impacts to significant cultural and historic resources. Projects located within a Historic District shall be subject to review by the Landmarks Commission, unless otherwise exempt. Projects involving grading more than 18-inches in depth may require a cultural resources survey at the time of use permit application.
- e. Farmland Protection.** Where a commercial renewable energy facility is sited within an Agricultural Zone, the primary use of the parcel shall remain in agriculture pursuant to General Plan Policy AR-4a. A Right to Farm Declaration and Agricultural Use Easement shall be recorded to minimize conflicts with agricultural operations. A renewable energy facility shall not take mapped Important Farmlands out of agricultural production by removing permanent crops.

If the facility is located on a site under a Land Conservation Act (Williamson Act) contract, the facility must be listed as an agricultural or compatible use in the Agricultural Preserve Rules and allowed by the type of contract. The total site area for all compatible uses including renewable energy facilities shall not be greater than 15 percent of the parcel or 5 acres, whichever is less, unless determined by the Board of Supervisors that a larger site area is consistent with the principles of compatibility.

- f. Proximity to Utility Transmission Lines and Utility Notification.** For renewable energy facilities interconnected to transmission lines greater than 6kV, the location of new transmission lines, poles, and utility sub-stations shall be identified on the site plans. If high voltage (100kV) or private transmission lines are proposed, they shall be considered as part of the use permit process for the renewable energy facility. No building permit for a renewable energy facility shall be issued until 1) evidence has been provided to the department that the proposed interconnection is acceptable to the utility; 2) the Planning Commission has reviewed and made a recommendation regarding the proposed transmission line route; and, 3) the California Public Utilities Commission has approved the location of any new utility-owned transmission lines.
- g. Grading and Access.** Renewable energy facilities shall be sited to maintain natural grades and use existing roads for access to the extent practical. Construction of new roads shall be avoided as much as possible. Following use of temporary access roads, construction staging areas, or field office sites used during construction, all natural grades shall be restored and revegetated. The operator shall maintain an all-weather access road for maintenance and emergency vehicles.



- h. Land Use.** Renewable energy accessory systems and commercial facilities shall be located within existing built or developed areas, or within existing legally established structures or over parking areas to the extent practicable and within the limits of the Solar Rights Act.

**2. Development Standards.**

- a. Air Quality.** During site preparation, grading and construction, the operator must implement best management practices to minimize dust and wind erosion including, regularly water roads and construction staging areas as necessary. Paved roads shall be swept as needed to remove any soil that has been carried onto them from the project site.
- b. Erosion and Sediment Control.** The operator must have a stormwater management permit and an erosion and sediment control plan approved prior to beginning grading or construction. The plan must include best management practices for erosion control during and after construction and permanent drainage and erosion control measures to prevent damage to local roads or adjacent areas and to minimize sediment run-off into waterways.
- c. Fire Protection.** Renewable energy facilities shall meet Chapter 13 of the Sonoma County Code (the Fire Safety Ordinance). The operator must implement a Fire Prevention Plan for construction and ongoing operations approved by the County Fire Marshall and local fire protection district. The plan shall include, but not be limited to: emergency vehicle access and turn-around at the facility site(s), addressing, vegetation management and fire break maintenance around all structures.
- d. Noise.** Renewable energy facilities shall be operated in compliance with the General Plan Noise Standards Table NE-2.
- e. County Service Impacts/Sales and Use Taxes.** Prior to issuance of any grading or building permit(s), the owner/operator shall enter into an agreement with the County, in a form approved by the County Counsel, governing payment of sales and use taxes. The owner/operator shall undertake specified actions in contracting for construction of the facility so as to allocate sales and use taxes paid in connection with the construction of the plant to the County. The owner/operator shall include language in its construction contracts identifying the jobsite as within the County and requiring its construction contractors to allocate sales and use taxes to the County, to the extent provided by law in its Board of Equalization filings and permits.
- f. Security and Fencing.** The site area for a renewable energy facility must be fenced to prevent unauthorized access and provide adequate signage. Wildlife friendly fencing shall be used in rural areas. If needed, security lighting shall be motion sensed. Access gates and equipment cabinets must be locked at all times.

- g. Signs.** Temporary signs describing the project, and providing contact information for the contractor and operator shall be placed during construction and must be removed prior to final inspection and operation. Signs for public or employee safety are required. No more than two signs relating the address and name of the operator/facility may be placed on-site, subject to administrative design review. Outdoor displays, billboards or advertising signs of any kind either on- or off-site are prohibited unless approved as a part of the use permit.
- h. Decommissioning.** A decommissioning plan shall be required as part of any use permit for a renewable energy facility and must include the following:
1. Removal of all aboveground and underground equipment, structures not identified for re-use, fencing and foundations to a depth of three feet below grade. Underground equipment, structures and foundations located at least three feet below grade that do not constitute a hazard or interfere with the use of the land do not need to be removed.
  2. Removal of graveled areas and access roads and placement of topsoil.
  3. Restoration of the surface grade and placement of topsoil after removal of all structures and equipment including grading, revegetation and erosion control plans to return the site to an appropriate end use.
  4. Revegetation of disturbed areas with native seed mixes and plant species suitable to the area. Documentation of a three (3) year maintenance agreement for all revegetated areas must be submitted prior to the restoration being considered complete.
  5. The timeframe for completion of removal and restoration activities.
  6. An engineer's cost estimate for all aspects of the restoration plan.
  7. An agreement signed by the owner and operator that they take full responsibility for decommissioning and reclaiming the site in accordance with the Decommissioning Plan and Use Permit approval upon cessation of use.
  8. *A plan to comply with all state and federal requirements for reuse, recycling or disposal of potentially hazardous waste.*

The facility operator is required to notify the department immediately upon termination or cessation of use or abandonment of the operation. The operator shall remove components of the facility when it becomes functionally obsolete or is no longer in use. The operator shall begin restoration and removal of all equipment, structures, footings/foundations, signs, fencing, and access roads within ninety (90) days from the date the facility ceases operation, and complete restoration within one (1) year.

- i. Financial Assurance.** Financial assurance may be required for any commercial renewable energy facility, and shall be required for renewable energy facilities of 1 MW or larger or which exceed 5 acres in land area. At the time of issuance of the permit for the construction of the facility, the operator shall provide financial assurance in a form and amount acceptable to the Department to secure the expense of decommissioning, dismantling and removing all equipment, structures, fencing, and reclaiming the site and associated access or distribution lines/pipes in compliance with the approved restoration plan.
- j. Abandonment.** A renewable energy facility that ceases to produce electricity and/or useful heat and/or renewable fuel on a continuous basis for twelve (12) months shall be determined abandoned in compliance with the following procedures. Facilities determined by the County to be unsafe and facilities erected in violation of this section shall also be considered abandoned and shall be subject to code enforcement action.
1. The determination of abandonment shall be made by the code enforcement officer or his/her designee. The code enforcement officer or any other employee of the Department shall have the right to request documentation and/or affidavits from the facility owner/operator regarding the use of the facility, and shall make a determination as to the date of abandonment or the date on which other violation(s) occurred. The code enforcement officer's decision is appealable pursuant to Section 1-7.3 (b) of the Sonoma County Code.
  2. Upon a determination of abandonment or other violation(s), the County shall send a notice to the owner and operator, indicating that the responsible party shall remove the facility and all associated structures, and begin restoration of the site to its approximate original condition within ninety (90) days of notice by the County, unless the County determines that the facilities must be removed in a shorter period to protect public safety or an alternative to resolving the violation is agreed upon. All restoration work shall be completed within one (1) year.
  3. In the event that the responsible parties have failed to remove and/or restore the facility site or otherwise resolve the violation(s) within the specified time period, and the appeals have been exhausted, the County may use the financial security to remove the facility and restore the site. The County may thereafter initiate judicial proceedings or take any other steps authorized by law against the responsible parties to recover costs associated with the removal of structures determined to be a public hazard.

## 26.88.202 - BIOENERGY FACILITIES SPECIAL USE STANDARDS

- A. Purpose.** This section establishes the minimum standards for bioenergy production facilities including ethanol, biodiesel and biogas, and related power generation and cogeneration facilities where allowed by the base zone. Bioenergy refers to power or fuels produced from any biomass material derived from plants, animals and organic waste streams.
- B. Applicability.** These standards apply to all bioenergy facilities as allowed by the base zone as shown in *Table 1: Allowed Uses and Permit Requirements Renewable Energy Systems and Facilities* in Section 26-88-200.
- C. Limitations on Uses.** Commercial bioenergy facilities are allowed as a compatible use on agricultural lands under Land Conservation Act (Williamson Act) contract only in areas that are not classified in the State Farmland Mapping and Monitoring Program as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland.

**D. Accessory Bioenergy Production.**

Bioenergy and cogeneration facilities serving up to 125 percent of the on-site energy demand for a legally established use are permitted as an accessory use when feedstocks are produced on-site or the feedstocks are the by-product of on-site agricultural processing, subject to the standards of Subsection E. Where feedstocks are imported from another site or where biofuels are exported off-site, a use permit shall be required.

Oversized accessory bioenergy systems located on or within existing structures or existing developed areas are not subject to the 125 percent threshold when producing electricity for a feed-in tariff or Community Choice Aggregation Program, but shall be limited to existing developed area of the site, as determined by the Director.

- E. Development Standards.** The following standards shall apply to bioenergy production and cogeneration facilities, in addition to the General Development standards of Section 26.88.200 Renewable Energy Facilities.
- 1. Setbacks.** Bioenergy facilities shall comply with all setbacks of the underlying zone district, except that on parcels adjacent to a residential zone or off-site residential use, bioenergy production facilities shall maintain a minimum setback of 200 feet from the residential use or zone district. Greater setbacks may be established for large facilities.
  - 2. Storage.** The bioenergy production facility shall include sufficient storage for both raw materials and fuel production. On-site storage shall also be provided for all additional by-products resulting from bioenergy production, unless those additional products are used on-site through land application, livestock consumption, or similar as a part of the approved land use permit.
  - 3. Regulatory Compliance.** Buildings, facilities, and equipment used in the production and/or storage of bioenergy shall comply with all local, State, and Federal laws. The owner or operator of the biofuel production facility shall provide Sonoma County PRMD with proof that all necessary approvals had been obtained from State and Federal agencies involved in permitting any of the following aspects of biofuel production:

- a. Air pollution emissions;
- b. Transportation of biofuel, or additional products resulting from biofuel production;
- c. Use or reuse of additional products resulting from biofuel production;
- d. Storage of raw materials, fuel, and additional products used in, or resulting from, biofuel production.

### 26.88.206 Solar Energy Facilities – Special Use Standards

- A. Purpose.** This section establishes minimum development and operational standards for solar energy facilities, where allowed by the base zone or the Renewable Energy (RE) combining zone. The intent of these standards is to promote and facilitate the siting and permitting of solar electric (photovoltaic) systems and facilities in a manner that minimizes adverse environmental impacts.
- B. Applicability.** These standards apply to all solar energy facilities not otherwise exempted.
- C. Exempt facilities.** The special use standards set forth in this section shall not apply to the following exempt systems:
1. Solar hot water systems designed as an accessory use to serve a legally established use of the property;
  2. Solar photovoltaic systems, subject to planning clearance that meet any one of the following:
    - a. Roof-mounted accessory systems and commercial facilities located on a legally established building containing the primary allowed use on the site, and/or on legally established accessory structure(s) containing use(s) allowed as accessory to the primary use, where the installations meet Fire Safe Standards for access along the roof peak and eaves.
    - b. Solar accessory systems and commercial facilities affixed to shade structures located over required parking areas, in accordance with Parking and Fire Safe Standards.
    - c. Accessory ground mounted solar photovoltaic systems designed to provide no more than 125% of the estimated energy demand on-site meeting all of the following health and safety standards:
      - i. Not exceeding 15-feet in height, unless demonstrated by a structural engineer to meet public safety standards;
      - ii. For residential installations, the system design capacity does not exceed the average kW use for similar sites, unless a higher energy need for legal uses on the installation site is demonstrated as determined by the Director, subject to a zoning permit;
      - iii. The system installation complies with required yard setbacks and lot coverage limitations of the underlying zone district, unless demonstrated that the installation does not impair sight distance for safe access to or from the property or other properties in the vicinity as determined by the Director subject to a zoning permit;
      - iv. The system installation meets fire safe standards and provisions for emergency access, and defensible space around the system components are provided;

- v. The system is not located over a septic system or leachfield area or identified reserve area, and is not located in a floodway as designated by FEMA; and,
  - vi. Does not otherwise create a fire or other safety hazard as determined by the Fire Marshal and Building Official.
3. Solar photovoltaic systems and facilities owned by the County or other local agency as defined in Government Code Section 53090 or the California Public Utility Code Section 12808.5.

**D. Minor Commercial Solar Facilities (Incidental to a Primary Use)**

The following special use standards apply to all minor solar electric (PV) systems and facilities designed to provide energy for on- and off-site use, that are incidental to the primary use of the property. These standards apply in addition to the general site planning and development standards of Section 26.88.200.

1. Parcel Coverage. Minor commercial solar facilities shall cover less than 15% of the parcel and no more than 5 acres. The area covered by panels shall be the lesser of 50% of the maximum lot coverage allowed by the zone, or if applicable, 50% of the allowable building envelope as designated on a final map. Facilities mounted on the roof(s) of legal, permitted structures that otherwise comply with lot coverage maximums are exempt from these limitations.
2. Minimum setbacks. The facility shall meet the minimum front yard setbacks for primary structures of the zone. In urban service areas, the facility shall meet fire safe standards and provisions for emergency access and defensible space around the facility are required.
3. Height Limits. Facilities mounted on a structure may exceed the height limit of the zone by no more than 2 feet. Ground -mounted facilities shall not exceed 15-feet in height.
4. Incompatible Locations. Ground mounted facilities shall not be located in the following areas:
  - a. over a septic system or leachfield area or identified reserve area
  - b. in a floodway as designated by FEMA
  - c. in a designated sensitive habitat or biotic resource area as identified in an adopted General Plan, Area Plan, Specific Plan or the California Natural Diversity Database.
  - d. in an approach zone (inner or outer safety zones) or the inner turning zone of a public use airport.
5. Performance standards:

- a. Glare. Concentrated reflections or glare shall not be directed at occupied structures, recreation areas, roads, highways or airport flight landing or takeoff areas.
- b. Farmland Protection. If the facility is located within or near an agricultural area, the owner/operator shall sign and record a Right to Farm declaration and an agricultural easement.

#### **E. Commercial Solar Facilities**

The following special use standards apply to all solar electric (PV) facilities that are developed as a primary use of the property as allowed by the underlying zone, in addition to the siting criteria and development standards of Section 26.88.200.

1. Minimum setbacks. The facility shall meet the minimum front yard setbacks for primary structures of the zone. In urban service areas, the facility shall meet fire safe standards and access for emergency vehicles shall be provided along the periphery of the facility.
2. Height Limits. Facilities mounted on a structure may exceed the height limit of the zone by up to 2-feet. Ground -mounted facilities shall not exceed 15-feet in height unless otherwise allowed by use permit.
3. Undergrounding Electrical. Electrical distribution lines on the project site shall be underground up to the low voltage side of the step up transformer, to the point of on-site use or to the utility interface point of an on-site substation. This provision may be waived by the decision-making body if the undergrounding is determined to be an undue burden.
4. Glare Effects. Concentrated reflections or glare shall not be directed at occupied structures, recreation areas, roads, highways or airport flight landing or takeoff areas. A detailed analysis of potential glare effects may be required at the time of application, and the applicant may be required to minimize glare effects by installing vegetative screens or berms, and/or by adjusting solar collector position or operation to minimize glare.
5. Farmland Protections. In addition to the Right to Farm and Agricultural Use Easement requirements set forth in 26.88.200 B1 e (Farmland Protection), the site area used for the installation of a commercial solar facility shall exclude mapped Important Farmlands, and a protective easement may be required over these lands.
6. Scenic and Biotic Resource Protections. Ground mounted commercial solar facilities shall not be located in the following areas:
  - a. over a septic system or leachfield area or identified reserve area;
  - b. in a floodway as designated by FEMA;
  - c. within a Scenic Resource (SR) or Biotic Resource (BR) Combining Zone, nor within a sensitive habitat or biotic resource area as identified in an adopted General Plan, Area Plan, Specific Plan, or the California Natural Diversity Database, unless a protective easement is recorded to protect these resources;



- d. in an approach zone (inner or outer safety zones) or the inner turning zone of a public use airport.
7. Photovoltaic Module Management. Reuse, recycling or disposal of any photovoltaic panels shall be conducted in accordance with the Standards for Universal Waste Management – Photovoltaic Modules as set forth in California Code of Regulations, title 22, division 4.5, chapter 23, and subsequent amendments thereto.

**26.88.208 WIND ENERGY SPECIAL USE STANDARDS**

**A. Purpose.** This section establishes standards for the siting and operation of wind energy systems and facilities. This section is intended to implement the requirements of Government Code section 65892.13, while protecting the scenic and natural resources of the county and the health, safety and welfare of its residents to the extent permitted by law.

**B. Applicability.** These standards apply to all wind energy systems and facilities as allowed by the base zoning district as shown in Table 1 subject to the General Development standards for Renewable Energy Facilities in Section 26.88.200.

1. Exempt Accessory Wind Energy Systems. In any zoning district, accessory wind energy systems that are attached to a wall, roof or structural member of a legally established building are exempt from the development standards set forth herein, subject to the height and setback restrictions of the underlying zoning district.

**C. Limitations on Location and Use.** Wind energy systems and facilities shall not be located on a site that is:

1. Within a scenic corridor identified by the open space element of the General Plan;
2. Within a special studies zone established in compliance with the Alquist-Priolo Earthquake Fault Zoning Act;
3. Subject to a conservation easement established in compliance with Civil Code Section 815 et seq., that prohibits wind energy systems or facilities;
4. Subject to an open space easement established in compliance with Government Code Section 51070 et seq., that prohibits wind energy systems or facilities;
5. Subject to an agricultural conservation easement established in compliance with Government Code Section 10200 et seq., that prohibits wind energy systems or facilities;
6. Subject to a Williamson Act contract established in compliance with Government Code Section 51200 et seq., that prohibits small wind energy systems or facilities; or
7. Listed in the National Register of Historic Places, or the California Register of Historic Resources, in compliance with Public Resources Code Section 5024.1, or contains a structure that is so listed.

**D. Development Standards.** The following standards shall apply to wind energy systems and facilities, in addition to the General Development Standards for Renewable Energy set forth in 26.88.200, unless otherwise exempt:

1. The system's tower shall be set back a minimum distance equal to the height of the tower from all parcel lines, and a minimum distance of ten (10') feet from any other structure on the parcel on which the system is located. On parcels of ten (10) acres or more, the parcel line setback may be reduced if the applicant demonstrates that:
  - (i) Because of topography, strict adherence to the setback requirement would result in greater visibility of the system's tower than a reduced setback, and
  - (ii) The system's tower is set back a minimum distance equal to the height of the tower from any structure on adjoining parcels;
2. The system's tower and supporting structures shall comply with any applicable fire setback requirements in the fire safe standards (Chapter 13, Article V of this code);
3. The system's tower shall not exceed a maximum height of forty (40') feet on a parcel of less than one (1) acre, a maximum of sixty-five (65') feet on a parcel of one (1) to less than five (5) acres, and maximum height of eighty (80') feet on a parcel of five (5) acres or more, unless a use permit is obtained;
4. The system's tower shall be set back from and not project above the top of any visually prominent ridgeline;
5. The system's tower shall not significantly impair a scenic vista from a county-designated or state-designated scenic corridor;
6. The system's tower shall be located and screened by landforms, natural vegetation or other means to minimize visual impacts on neighboring residences and public roads, public trails and other public areas;
7. The system's tower and supporting structures shall be painted a single, neutral, non-reflective, non-glossy (for example, earth-tones, gray, black) that, to the extent possible, visually blends the system with the surrounding natural and built environments.
8. The system's turbine shall be approved by the California Energy Commission as qualifying under the Emerging Renewables Fund of the commission's Renewables Investment Plan or certified by a national program recognized and approved by the commission;
9. The system shall be designed and constructed in compliance with the Uniform Building Code and National Electric Code. The safety of the design and construction shall be certified by a California-licensed mechanical, structural or civil engineer;
10. The system shall comply with all applicable Federal Aviation Administration requirements, including Subpart B (commencing with Section 77.11) of Part 77 of Title 14 of the Code of Federal Regulations regarding installations close to

- airports, and the State Aeronautics Act (Part 1 (commencing with Section 21001) of Division 9 of the Public Utilities Code);
11. The system shall be equipped with manual and automatic over speed controls. The conformance of rotor and over speed control design and fabrication to good engineering practices shall be certified by a California-licensed mechanical, structural or civil engineer;
  12. The system's tower-climbing apparatus and blade tips shall be no closer than fifteen (15') feet from ground level unless the system is enclosed by a six (6')-foot high fence;
  13. The system's utility lines shall be underground where economically practical;
  14. Where vegetation is removed in the construction of the system or an access road to the system, landscaping shall be planted to minimize visual impacts, avoid erosion and maintain stability of soils;
  15. The system shall be operated such that no electro-magnetic interference is caused;
  16. No more than one (1) accessory system shall be allowed on a parcel;
  17. Decibel levels generated by the system shall not exceed the maximum noise levels applied pursuant to the noise element of the general plan, except during short-term events including utility outages and severe wind storms;
  18. Brand names or advertising associated with the system or the system's installation shall not be visible from any public place;
  19. Signs warning of high voltage electricity shall be posted on stationary portions of the system's tower and any supporting structures, and at gated entry points to the site at a height of five (5') feet above the ground;
  20. Upon abandonment or termination of the system's use, the entire facility, including the system's tower, turbine, supporting structures and all equipment, shall be removed and the site shall be restored to its pre-construction condition or other authorized use.

### Density Bonus for Renewable Energy Systems

26-89-050 D. County supplemental density bonus program.

1. In addition to the incentives provided by Section 26.89.060 (Affordable Housing Incentives), a residential project of five or more base units shall be eligible for a density bonus of up to 50 percent above the maximum density permitted by the General Plan and Zoning Ordinance if the project provides a total of:

- a. 10 percent or more of the base units for extremely low-income households; or
- b. 20 percent or more of the base units for very low-income households; or
- c. 30 percent or more of the base units for low-income senior households; or
- d. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as fully accessible units for low-income disabled households; or
- e. 30 percent or more of the base units for low-income households, with 10 percent or more of those base units provided as large rental units with three or more bedrooms for low-income households; or
- f. 40 percent or more of the base units for low-income households, or
- g. A state density bonus program-qualifying project for very-low or low-income households that also provides 33 percent or more of the total project units as powered by on-site renewable energy systems capable of generating at least 70% of the projected electrical energy demand of the units or results in an equivalent reduction in utility costs.

## **ORDINANCE NO.**

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING CHANGES TO CHAPTER 26 OF THE SONOMA COUNTY ZONING CODE FOR RENEWABLE ENERGY BY AMENDING USES ALLOWED IN ZONING DISTRICTS, ESTABLISHING GENERAL DEVELOPMENT AND SPECIAL USE STANDARDS FOR RENEWABLE ENERGY SYSTEMS AND FACILITIES, ADDING A RENEWABLE ENERGY COMBINING DISTRICT, ADDING TO THE EXISTING DENSITY BONUS PROGRAM, PROVIDING FOR REDUCED PARKING INCENTIVES AND BY ADOPTION OF DEFINITIONS

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

**Section I.** The Board finds and declares that the adoption of this Ordinance is necessary and appropriate to implement state law and the policies and programs of the Sonoma County General Plan, to ensure neighborhood compatibility, protect the general welfare of residents in the County, and facilitate the development of alternative energy sources. The Board hereby finds that the facts supporting the adoption of this Ordinance are as follows:

1. The State of California enacted the Global Warming Solutions Act, Assembly Bill 32 (AB 32) in 2006 which requires a reduction in California's greenhouse gas (GHG) emissions to 1990 levels by 2020, and the County of Sonoma has adopted a bold goal of reducing GHG by 25 percent below 1990 levels by 2015.
2. The County has adopted a Community Climate Action Plan which identifies a number of actions to be taken in order to address the AB 32 requirements and the County's GHG reduction goals by 2015.
3. The Sonoma County General Plan contains numerous policies and programs within its Open Space and Resource Conservation Element and its Circulation and Transportation Element that will be supported and implemented with the adoption of the ordinance amending the Zoning Code. The proposed ordinance is consistent with the goals, policies and objectives of the General Plan, including the proposed amendment to ORSC-15D and the Glossary.
4. This ordinance provides specific measures to identify and facilitate development of a variety of alternative energy systems and provides clarification on standards for placement, construction, operation and maintenance of renewable energy systems, as well as making provisions for density bonuses and parking allowances, in order to encourage and facilitate the provision of new distributed energy systems and to reduce uncertainty in the permitting process for new renewable energy production facilities .

5. Based upon the information contained in the Initial Study dated September 11, 2012 and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project, and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board.

**Section II:** Chapter 26, Zoning, of the Sonoma County Code is amended as follows:

(a) Section 26-02-140, Definitions, is amended to incorporate the following definitions, in their alphabetical locations:

*ACCESSORY RENEWABLE ENERGY SYSTEM: An on-site renewable energy system, including but not limited to wind, bioenergy, solar, low-temperature geothermal heating systems, geothermal heat pump systems, and fuel cells and combinations thereof, where the energy generated is used primarily to meet the energy demands of the lawful use on the property where the system is located. Accessory renewable energy systems are subject to the applicable general development standards set forth in 26.88.200 A.*

*BIODIESEL: A liquid fuel intended for consumption by compression ignition engines that is produced by chemical modification of plant oil, animal fat, or algae feedstock. Production involves reacting the feedstock with an alcohol such as ethanol in the presence of a catalyst.*

*BIOENERGY: Renewable energy made available from materials derived from from feedstocks that consist of recently living organisms or their metabolic by-products from sources such as farming, forestry, and biodegradable industrial and municipal waste.*

*CAPACITY (Electrical): The maximum amount of electricity that a generating unit, power facility, or utility can produce under specified conditions. Capacity is measured in kilowatts (KW) or megawatts (MW).*

*CO-GENERATION: The successive production of electrical or mechanical energy and useful heat energy.*

*COMMERCIAL RENEWABLE ENERGY FACILITY: An energy generation facility using renewable fuel sources, including but not limited to wind, bioenergy, solar, geothermal, and fuel cells and combinations thereof, where the energy generated is used to meet off-site energy needs. Commercial renewable energy facilities are subject to the general development standards set forth in 26.88.200.B. as well as any applicable Special Use Regulations.*

*COMMUNITY CHOICE AGGREGATOR (CCA): As defined in Public Utilities Code Section 331.1 refers to any of the following entities, if that entity is not within the jurisdiction of a local publicly owned electric utility that provided electrical service as of January 1, 2003: any city, county, or city and county whose governing board elects to combine the loads of its residents, businesses, and municipal facilities in a*

*communitywide electricity buyers' program or any group of cities, counties, or cities and counties whose governing boards have elected to combine the loads of their programs, through the formation of a joint powers agency established under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.*

*DISTRIBUTED ENERGY SYSTEM or FACILITY: A small-scale electricity generation system or facility that is interconnected to the distribution network. Distributed energy systems primarily serve on-site uses, while distributed energy generation facilities generate power for both on- and off-site power needs.*

*EMERGING RENEWABLE TECHNOLOGY: Technology that uses a renewable power source, such as solar or wind energy, to generate electricity, and that has emerged beyond the research and development phase, is commercially available, and has significant commercial potential as determined by the Energy Commission. Emerging renewable technologies include photovoltaic, solar thermal electric, fuel cells using a renewable fuel, and small wind turbine technology no greater than 50 kilowatts in size.*

*FUEL CELL: An advanced energy conversion device that combines hydrogen-bearing fuels with airborne oxygen in an electrochemical reaction to produce electricity very efficiently and with minimal environmental effects.*

*GEOHERMAL: Natural heat from within the earth, captured for production of electrical power.*

*HYBRID ALTERNATIVE ENERGY FACILITIES: An alternative energy system using one or more renewable fuel sources to provide electricity, gas, or heat energy. Batteries or fuel cells may be a part of a hybrid alternative energy facility.*

*IMPORTANT FARMLAND: Lands mapped by the state Farmlands Mapping and Monitoring Program (FMMP) as Prime Farmland, Farmland of Statewide Importance, or Unique Farmlands. Does not include lands mapped by the FMMP as Farmlands of Local Importance unless specifically noted.*

*MEGAWATT (MW): 1,000 kilowatts. (Example: One megawatt is about the amount of power needed to meet the energy demands of up to 750 homes.)*

*NET METERING: Contractual agreement or tariff wherein the system owner/generator produces more electricity than is needed to serve the on-site electrical load, and the surplus electricity is supplied to the electrical distribution grid. The owner/generator's utility meter records the difference, or net, between what the utility supplies to the owner/generator and what the owner/generator supplies to the grid.*

*PHOTOVOLTAIC (PV): A technology that uses a semiconductor to convert sunlight directly into electricity.*

*SOLAR ENERGY SYSTEM: An system of photovoltaic cells, panels or arrays designed to collect and convert solar power into energy for on-site use. See also Accessory Renewable Energy System.*

*SOLAR THERMAL ELECTRIC: The conversion of sunlight to heat and its concentration and use to power a generator to produce electricity. Typically, solar concentrators boil*



*water with focused sunlight, generating high-pressure steam which drives conventional turbine generators.*

(b) A new Article 60, RE Renewable Energy Combining District, is added to replace the previously reserved Article 60, as shown in the attached *Exhibit A*.

(c) Section 26-88-010, Required Parking, is amended beginning at section (h) and continuing through (k) and adding a new Section 26-88-020, as shown in the attached Exhibit B, in order to provide parking allowances and recommendations to encourage alternative means of transportation. In all other respects, Section 26-86-010, at sections (a) through (g) shall remain unchanged.

(d) A new Table 1, Renewable Energy Systems and Facilities Land Use Table, is added at Section 26-88-200 as shown on the attached *Exhibit C*.

(e) Section 26-88-200, Renewable Energy General Development Standards, is added as shown in the attached *Exhibit D*.

(f) Section 26-88-202, BioEnergy Special Use Standards, is added as shown in the attached *Exhibit E*.

(g) Section 26-88-204, Geothermal and Thermal Solar Facilities, is added as a placeholder as follows:

*Geothermal and Thermal Solar Facilities (Reserved)*

(h) Section 26-88-206, Solar Energy Special Use Standards, is added as shown in the attached *Exhibit F*.

(i) Section 26-88-135, Small Wind Energy Systems, is deleted in its entirety, for purposes of moving it to a new section of the County Code.

(j) Section 26-88-208, Wind Energy Special Use Standards, formerly known as Small Wind Energy Systems, is added as shown in the attached Exhibit G.

(k) Section 26-89-050, Density Bonus Programs, Subsection D, County supplemental density bonus program, is amended to provide additional density bonus for renewable energy facilities, as shown on the attached Exhibit H. In all other respects, Section 26-89-050 shall remain unchanged.

**Section III.** The Board of Supervisors hereby adopts the Negative Declaration and certifies that the Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines. The Board of Supervisors finds and declares that the Negative Declaration reflects the independent judgment and analysis of the Board.

**Section IV:** 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 V:** 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 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 Supervisors of the County of Sonoma, passed and adopted this 10th day of September, 2013, on a 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

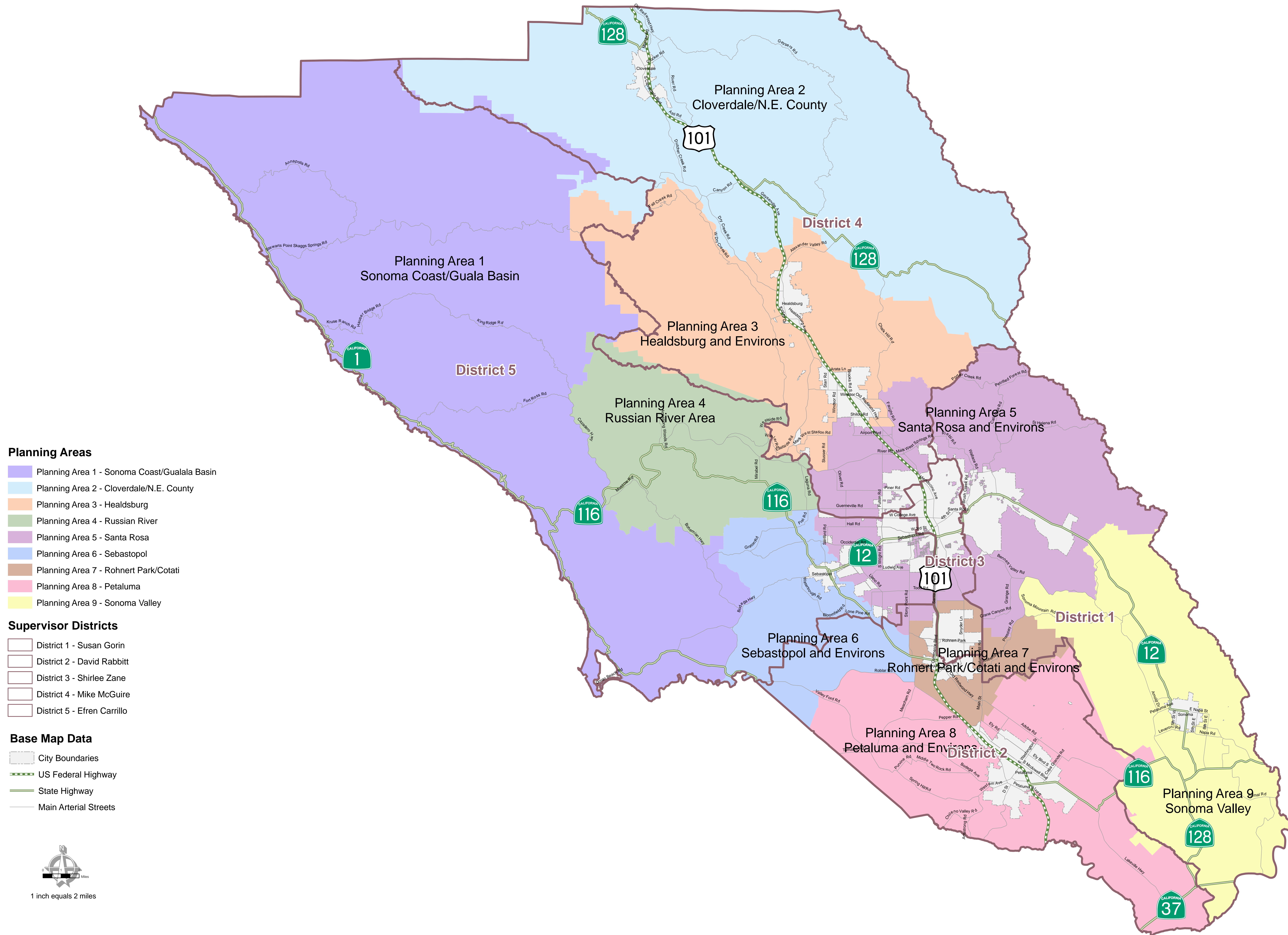
SO ORDERED

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Michelle Arellano  
Clerk of the Board of Supervisors

# Sonoma County Planning Areas & Supervisor Districts



**Map Disclaimer**

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Author: PRMD Cartography: D. Reinier File No.: S:\GIS-DATA\PRMD\_BASE\Index Maps\Planning Areas and Supervisor Districts Index - E\_Size.mxd Date: 03/21/2013



County of Sonoma  
Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, California 95403  
707-565-1900 FAX 707-565-1103





# E&J Gallo Winery

July 30, 2013

To: Sonoma County PRMD, Planning Commission.

Subject: Code Language for Renewable Energy.

In a review of the Code Language for the Renewable Energy ordinance, biogas production for accessory use as written doesn't afford the same opportunity as solar. Solar may produce energy on any roof tops in addition to ground mounted units equaling 125% of the site load. I have provided language below which reflects a similar additional opportunity for biogas, as solar enjoys in the proposed language.

## 26.88.202 – Bioenergy Facilities special use standards.

### D. Accessory Biofuel Production.

The original language is below.

Biofuel production, bioenergy and cogeneration facilities serving up to 125 percent of the on-site energy demand for a legally established use are permitted as an accessory use when feedstock are produced on site, subject to the standards of subsection E. Where feedstock are imported from another non-adjacent site, a use permit shall be required.

Suggest alternative language.

Biofuel production, bioenergy and cogeneration facilities within the existing developed footprint of the property serving any on-site energy demand for a legally established use, and additional site development for systems serving up to 125 percent of the on-site energy demand subject to building permits, are permitted as an accessory use when feedstock are produced on site, or feed stock is byproduct of other on-site activities, subject to the standards of subsection E. Where feedstock is imported from another non-adjacent site, a use permit shall be required, unless that feedstock a byproduct of other onsite activities.

### E. Development Standards

1. Set back of 200 feet from residential use. This requirement should have a variance options for biogas system equipped with odor absorption systems.

### Aggregation of meters

In order to create additional efficiency, this ordinance should allow for the aggregation of on-site electrical meters on a property or adjacent properties to determine the load qualification of the project. This would eliminate the burden of segregating loads based on meters on the property. The multiple on site meters were installed by utilities and doesn't benefit the property owner.

Concerning Table 1 Allowed usage in Agricultural lands

Under Geothermal, Commercial Steam geothermal is not allowed on LEA. Yet on LEA parcels, solar facilities can occupy 30% of a parcel or 50 acres. The foot print of a Geothermal system, especially closed looped system are smaller than a solar array. Commercial steam geothermal use should be allowed on LEA with a use permit.

Under Solar, LIA should be permitted to a minor commercial solar. As discussed, LIA is determined by a agricultural production value of a parcel, irrespective if that same parcel has marginal or un-farmable sections within its boundaries. Farmland should be preserved for farming. A permitted use would ensure that minor commercial project will not be commissioned on prime farmland.

26.88.208 (D) Wind Energy Development Standards

11. Please add electrical engineer as engineers able to certify speed control design. New technology provides for over speed controls through electromagnetic device.

If you have any question concerning this feedback, please call me at 707 431-5391.

John J. Nagle

A handwritten signature in black ink, appearing to read "John J. Nagle". The signature is fluid and cursive, with a long horizontal stroke at the end.

Environmental Manager  
E&J Gallo Winery

## Jane Riley

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**From:** Hines, Heather [HHINES@ci.petaluma.ca.us]  
**Sent:** Monday, July 15, 2013 6:19 PM  
**To:** Jane Riley  
**Subject:** Renewable Energy Amendments

Hi Jane,

Thank you for the communication regarding the proposed renewable energy amendments that are being considered by the Board of Supervisors.

Quick question.....it doesn't appear that there are the same thresholds on DA lands as there is on LEA lands for commercial solar facilities. Am I reading that correctly? There is a concentration of DA zoned properties surrounding the Petaluma UGB, so I am concerned about the lack of a threshold being applied to those properties and the resulting impacts to the character surrounding Petaluma's UGB and gateways.

Heather

**HEATHER HINES**  
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