

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

TUESDAY

NOVEMBER 12, 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 that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

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

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 35)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 6)

PRESENTATIONS AT DIFFERENT DATE

1. Adopt a Gold Resolution recognizing November 2013 as Pulmonary Hypertension Awareness Month. (First District)
2. Adopt a Gold Resolution commending Rick Theis on his exemplary service to the community of the County of Sonoma. (First and Third Districts)
3. Adopt a Gold Resolution congratulating David Aguilar on being named Sonoma Treasure Artist for 2013. (First District)
4. Adopt a Gold Resolution recognizing the First 5 Sonoma County Commission for its continuing efforts on behalf of Sonoma County's youngest children and recognizing the 15th Anniversary of the passage of Proposition 10, the California Children and Families First Act of 1998. (Health Services)
5. Adopt a Gold Resolution recognizing the Grand Opening of the Fountaingrove Lodge, the nation's first lesbian, gay, bisexual and transgender (LGBT) retirement community to offer resort living and continuing care services. (Third and Fourth Districts)
6. Adopt a Gold Resolution commending Clarence Wikse on his many years of public service and engagement and congratulating him on his 101st birthday. (Fifth District)

CONSENT CALENDAR (Continued)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

7. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute “as needed” professional services agreements for environmental and land management services with: (A) Rob Evans and Associates in an amount not-to-exceed \$150,000; (B) Prunuske Chatham, Inc. in amount not-to-exceed \$100,000; and (C) Pacific Watershed Associates in an amount not-to-exceed \$75,000 ; (D) North Coast Resource Management in an amount not-to-exceed \$100,000; (E) Vollmar Natural Land Consulting in an amount not-to-exceed \$75,000; (F) Matt Greene Forestry and Biological Consulting in an amount not-to-exceed \$50,000; and (G) Roger Sternberg Forestry and Land Conservation Consulting Services in an amount not-to-exceed \$50,000.
8. Adopt a Resolution approving the sale of a conservation easement interest and the grant of a temporary construction easement from the District to the State of California-Caltrans for \$6,330 in connection with the Marin-Sonoma Narrows U.S. 101 Project; authorizing the President of the Board of Directors execute a quit claim deed and right of way contract (A.P.N. 019-340-001, 019-350-006, and 019-350-009). (4/5 vote required) (Second District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

SONOMA COUNTY WATER AGENCY

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

AND

INFORMATION SYSTEMS / TRANSPORTATION AND PUBLIC WORKS

9. Authorize the General Manager of the Sonoma County Water Agency, the Director of the Sonoma County Information Services Department, and the Director of the Sonoma County Transportation and Public Works Department to enter into reimbursement agreements with the Sonoma County Agricultural Preservation and Open Space District for the production of environmental geospatial data for \$373,113, \$86,450, and \$20,000 respectively; and Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to amend an existing agreement with Tukman Geospatial L.L.C. to include additional products and services.

SONOMA COUNTY WATER AGENCY

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

10. Authorize the Chair to certify Annual Reports for: 1) Term 3, Year 4 (2012-2013) for the National Pollutant Discharge Elimination System Discharge Permit No. CA0025054 for Storm Water Discharges from the Santa Rosa Area, and 2) Year 10 (2012-13) for the National Pollutant Discharge Elimination System Discharge Permit No. CAS000004 for Storm Water Discharges from the urbanized unincorporated areas around the City of Sonoma and the City of Petaluma; approve the submittal of the annual report packages to the North Coast Regional Water Quality Control Board and San Francisco Bay Regional Water Quality Control Board, respectively.

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY

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

AND

PERMIT AND RESOURCE MANAGEMENT

11. Authorize the Chair to execute cooperative agreement between County of Sonoma through its Permit and Resource Management Department and Sonoma County Water Agency (County Agreement) for County to provide funds to Water Agency for California Statewide Groundwater Elevation Monitoring Program in the amount of \$100,000; agreement terminates on June 30, 2018; and authorize the General Manager of the Water Agency or County's Permit and Resource Management Director to terminate the County Agreement, if appropriate; and Authorize the General Manager of the Water Agency to execute agreements for the following entities to provide Program monitoring services with: a) Gold Ridge Resource Conservation District for Program monitoring services for the amount of \$45,225; agreement terminates on June 30, 2018; b) Sonoma Resource Conservation District for Program monitoring services for the amount of \$36,042; agreement terminates on June 30, 2018; c) California Land Stewardship Institute for Program monitoring services for the amount of \$23,660; agreement terminates on June 30, 2018

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

12. Review and approve the quarterly Treasury Financial Report July 1 through September 30, 2013.

BOARD OF SUPERVISORS

13. Adopt a Resolution approving the Board of Supervisors exercising original jurisdiction for the modification of a Use Permit (PLP02-0072) for a public recycling facility for Novato Disposal Service Inc., located at 2543 Petaluma Blvd. S., Petaluma; APN 019-220-038. (Second District)
14. Disbursement of Fiscal Year 2013-14 Second District Advertising Funds – 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: Petaluma Music Festival, \$1,500.

COUNTY ADMINISTRATOR

15. Authorize the County Administrator to execute a Personal Services Agreement Alfred Terrell as Director of Fire and Emergency Services, from December 2, 2013 through December 2, 2016.

FIRE AND EMERGENCY SERVICES

16. Authorize the Fire and Emergency Services Department Director to execute the Fiscal Year 2013-2014 Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$203,804 for staff and computer-aided dispatch software.

**GENERAL SERVICES / COUNTY ADMINISTRATOR / SHERIFF'S OFFICE/
PROBATION**

17. Adopt a Resolution replacing Resolution 13-0408 authorizing the application for state lease-revenue bond financing from the Board of State and Community Corrections for County jail funding in the amount of \$24,000,000 for a Community Corrections Center.

HEALTH SERVICES

18. Authorize the Director of Health Services to execute the second amendment to an agreement with Early Learning Institute to enhance services for children by adding screening of at-risk children and providing training and technical assistance for the First 5 Watch Me Grow Program, increasing the agreement by \$60,000 resulting in a new total not to exceed amount of \$695,494 with a term ending June 30, 2015.

HUMAN RESOURCES

19. Adopt Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA) for the period of November 12, 2013 through March 31, 2016.
20. Adopt a Resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Prosecutors' Association (SCPA) for the period of November 12, 2013 through March 31, 2016.

HUMAN RESOURCES

AND

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

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

21. Miscellaneous Classification and Compensation Changes – (A) Approve the job classification revisions for General Services Director and Director of Fire Services/Emergency Program Manager including the proposed new title of Director of Fire and Emergency Services; (B) Adopt a Concurrent Resolution amending the Memorandum of Understanding between the County and ESC Local 20, Salary Table, to reflect the re-titling of the classifications of Marriage, Family, and Child Counselor Intern to Behavioral Health Clinician Intern, Licensed Clinical Social Worker to Behavioral Health Clinician, and Licensed Clinical Social Worker Specialist to Behavioral Health Clinical Specialist; and abolishing the classifications of Clinical Social Worker Associate, Marriage Family Therapist, and Marriage Family Therapist Specialist; and amending Salary Resolution No. 95-0926, Salary Table, to reflect the re-titling of the classification of Director of Fire Services/Emergency Program Manager to Director of Fire and Emergency Services, effective November 12, 2013. (C) Adopt a Resolution amending the Department Allocation List for the Permit and Resource Management Department to delete 1.0 Full Time Equivalent (F.T.E.) Environmental Specialist allocation and to add 1.0 F.T.E. Senior Environmental Specialist allocation, effective November 12, 2013.

CONSENT CALENDAR (Continued)

HUMAN SERVICES

22. Authorize the Director of Human Services to execute two contract amendments with California Parenting Institute; one to increase the amount by \$41,811 for a new total not to exceed amount of \$91,811 for the term July 1, 2012 through June 30, 2014 for the provision of additional administrative support of the redesigned mandated reporter training program; and one to increase the amount by \$21,264 for a new total not to exceed amount of \$443,264 for the term July 1, 2013 through June 30, 2014, for supportive services to child welfare clients.

PERMIT AND RESOURCE MANAGEMENT

23. Adopt a Resolution authorizing the Chair to certify the Annual Report for Phase II Year 10 (2012-2013) for the National Pollutant Discharge Elimination System (N.P.D.E.S.) Discharge Permit No. CAS000004 for Storm Water Discharges, and directing the submittal of Annual Report package to the San Francisco Bay Regional Water Quality Control Board.

PROBATION

24. Authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with the City of Santa Rosa Police Department (SRPD) to reimburse SRPD realignment related costs resulting from participation in special joint field operations (\$50,000) for July 1, 2013-June 30, 2014 funded by AB 109 funds.

TRANSPORTATION AND PUBLIC WORKS

25. Adopt a Resolution prohibiting vehicles with trailers or semi-trailers with kingpin to rear axle lengths exceeding thirty-eight feet (38') on Trinity Road between State Route 12 (SR-12) and the Sonoma/Napa County line and authorize the Director of Transportation and Public Works to install associated signage. (First District)

APPOINTMENTS/REAPPOINTMENTS

(Items 26 through 35)

26. Appoint Supervisor David Rabbitt as primary appointment to the California State Association of Counties Board of Directors and Supervisor Mike McGuire as the alternate for the 2013-2014 Association year beginning November 19, 2013. (County Administrator)
27. Appoint Juan Hernandez to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2014; and Reappoint Commissioners Loren Soukup and Cynthia Murray to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2016. (Health Services)

CONSENT CALENDAR (Continued)

28. Appoint Bradley Hellerud and Diana Curtin to the Youth Council for a one year term ending November 12, 2014; and Reappoint Ron Beiden, James Hackett, Roy Hurd, Stephen Jackson, Valerie McKamey, Bill Nordskog, and Rafael Vasquez to the Youth Council for a two year term ending November 12, 2015; and Reappoint Yale Abrams, Lee Alderman, Ed Barr, Gina Charbonneau, Judy Coffey, Melanie Dodson, Kristina Holloway, Keo Hornbostel, Roy Hurd, Mark Ihde, Stephen Jackson, Bill Nordskog, Chris Paige, Lynn Stauffer, and Pedro Toledo to the Workforce Investment Board for a two year term ending November 12, 2015. (Human Services)
29. Appoint Edward Crump to the Flood Control Advisory Committee Laguna-Mark West Zone 1A effective November 12, 2013, for a co-terminus term. (Fifth District)
30. Appoint Connie Aust to the Commission on the Status of Women effective November 12, 2013 through November 12, 2015. (Fifth District)
31. Reappoint Karissa Kruse to the Sonoma County Tourism Board from January 1, 2014 through December 31, 2015. (Fifth District)
32. Reappoint Kirk Lok to the Sonoma County Tourism Board from January 1, 2014 through December 31, 2015. (Fifth District)
33. Reappoint Paul Juilly to the Cazadero Community Services District effective December 6, 2013 through December 1, 2017. (Fifth District)
34. Reappoint Kenneth Giovannetti, Robert Cook and Randal Luginbill to the Rains Creek/ Hiatt Road County Water District for a 4 year term effective December 6, 2013 through December 5, 2017; and Reappoint Sylvia McRae to the Rains Creek/ Hiatt Road County Water District for a 2 year term effective December 6, 2013 through December 5, 2015. (Fourth District)
35. Reappoint Allan Hemphill to the North Coast Railroad Authority Board representing the County of Sonoma for a term of two years ending November 12, 2015. (County-wide)

IV. REGULAR CALENDAR

(Items 36 through 42)

COUNTY ADMINISTRATOR

36. Accept Sonoma County Superintendent of Schools Report on Williams Lawsuit Settlement findings for Fiscal Year 2013-2014.

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

37. Award County Fund for Housing loans to the Roseland Crossroads (\$750,000) and Sonoma Springs (\$750,000) affordable housing projects, contingent upon the borrowers' compliance with all applicable requirements of the County Fund for Housing and Sonoma County Community Development Commission Loan Policies, and authorize the Executive Director of the Community Development Commission to execute Funding Agreements, promissory notes, deeds of trusts, and other related loan documents, and subsequent amendments, subordinations, and other modifications to said Agreements and loan documents, consistent with the Policies. (First and Fifth Districts)

SONOMA COUNTY WATER AGENCY

OCCIDENTAL COUNTY SANITATION DISTRICT

RUSSIAN RIVER COUNTY SANITATION DISTRICT

SOUTH PARK COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

38. **10:00 A.M.** – Conduct a public hearing and Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance updating amendments to the Sanitation Code Ordinances of the Sonoma County Water Agency and all County Sanitation Districts. (First Reading)

HEALTH SERVICES

39. Authorize the Director of Health Services to return operation of the Conditional Release Program, which provides mental health treatment services for court-ordered individuals, to the state.

PERMIT AND RESOURCE MANAGEMENT

40. Adopt a Resolution authorizing Permit Resource and Management Department staff to submit applications for Priority Development Area Grant funding from the Sonoma County Transportation Authority, for the preparation of plans for one or more areas within the County. (First and Fourth Districts)

REGULAR CALENDAR (Continued)

BOARD OF SUPERVISORS

41. Approve fee waiver in the amount of \$1,431.97 for barrier removal project at Forget Me Not Farm. (Fifth District)
42. Approve Board Sponsorship in the amount of \$1,302 for West County Community Services annual free Thanksgiving dinner at the Guerneville Veterans Memorial Building on November 27 and 28, 2013. (Fifth District)

V. CLOSED SESSION CALENDAR

(Item 43 through 46)

43. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Ritter, et al. Sonoma County Superior Court No. SCV-252236 (Govt. Code Section 54956.9(d)(1)).
44. The Board of Commissioners of the Community Development Commission will consider the following in closed session – Initiation of litigation – Name of Case: Potential litigation against CBS Outdoor, Inc. regarding billboard on Commission property at 20269 Broadway, Sonoma, California (Govt. Code Section 54956.9(d)(4)).
45. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: Peter Justin Lang v. County of Sonoma. USDC Case No. CV 12-0983 (Govt. Code Section 54956.9(d)(1)).
46. 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)).

11:30 A.M. - RECONVENE FROM CLOSED SESSION

47. **11:30 A.M.** – Report on Closed Session.
48. **11:30 A.M.** – **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board’s jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)
49. **11:30 A.M.** – Permit and Resource Management Department: Review and possible action on the following:
- Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - Acts and Determinations of Project Review and Advisory Committee
 - Acts and Determinations of Design Review Committee
 - Acts and Determinations of Landmarks Commission
 - Administrative Determinations of the Director of Permit and Resource Management

50. **ADJOURNMENTS**

VI. REGULAR AFTERNOON CALENDAR - NONE

NOTE: The next regular meeting will be held on December 3, 2013 at 8:30 a.m.

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

- December 3rd (PM) – Fourth General Plan Amendment
- December 3rd (PM) – PLP02-0072; 2543 Petaluma Blvd. South, Petaluma

3. December 10th (AM) – Acquisition real property necessary -Adobe Road Signal at E. Washington Street, Petaluma
4. December 10th (PM) – AGP12-0011; 422 Highway 1, Bodega Bay
5. December 10th (PM) – AGP12-0015; 4055 Middle Two Rock Road, Two Rock
6. December 10th (PM) – AGP12-0029; 4324 Spring Hill Road, Two Rock
7. December 10th (PM) – PLP12-0018; 10655 Mill Station Road and 2760 Sullivan Road
8. December 10th (PM) – AGP13-0004; 7700 Dry Creek Road, Geyserville
9. December 10th (PM) – AGP13-0003; 7850 Dry Creek Road, Geyserville



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: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution recognizing November 2013 as Pulmonary Hypertension Awareness Month

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

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



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming November 2013 as Pulmonary Hypertension Awareness Month**

WHEREAS, the health of our community's people is the foundation for a caring and productive society, and our future rests with our ability to adequately treat, and ultimately find cures for, individuals who are afflicted with a variety of illnesses including pulmonary hypertension; and,

WHEREAS, pulmonary hypertension (PH) is a chronic, life-threatening lung disease marked by elevated blood pressure in the lungs; and,

WHEREAS, without treatment, PH patients live an average of 2.8 years past diagnosis; and,

WHEREAS, multiple treatments are available for PH, but it takes patients an average of nearly three years to be accurately diagnosed. This delay in diagnosis has not changed in the past 20 years; and,

WHEREAS, PH patients who are diagnosed earlier have a longer life-expectancy; and,

WHEREAS, education can help with early diagnosis and funding for research can help find a cure; and,

WHEREAS, the Pulmonary Hypertension Association is a nonprofit organization that seeks ways to prevent and cure pulmonary hypertension, and to provide hope for the PH community through support, education, advocacy and awareness; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Sonoma County hereby proclaim November 2013 to be

PULMONARY HYPERTENSION AWARENESS MONTH

and urge all the citizens of the State or Commonwealth to recognize the seriousness of this disease and the meritorious work of the Pulmonary Hypertension Association to find a cure.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin and Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

First and Third

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution commending Rick Theis on his exemplary service to the community of the County of Sonoma.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

--

Attachments:

Resolution

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

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County of Sonoma

State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commending Rick Theis, Founder of the Leadership Institute for Ecology and the Economy, on
His Incredible Service to the Community of Sonoma County**

WHEREAS, Rick Theis has served in a variety of significant leadership roles, including Executive Director of the Sonoma County Grape Growers Association, Member of the Santa Rosa Planning Commission, Executive Committee Member of the Accountable Development Coalition and co-founder of the Sonoma County Transportation Land-Use Coalition, where he recognized a need to protect wildlife habitat and open space while working for social justice and economic prosperity; and,

WHEREAS, Rick was a key figure in the countywide movement to create urban growth boundaries, helping organize a campaign with Greenbelt Alliance to create voter-approved urban growth boundaries; and,

WHEREAS, Rick participated in a Chamber of Commerce leadership program, and afterward asked himself: "Why isn't there something like this for environmentalists?"; and,

WHEREAS, Rick celebrated the millennium by using proceeds from his Coca-Cola stock to found the Leadership Institute for Ecology and the Economy in 2000; and,

WHEREAS, Rick served as the board chair of the Institute from its founding until this fall. He continues to serve on the board of directors; and,

WHEREAS, Rick balances his passion for sustainability with a profound appreciation for food and wine, and is a leader in the local Slow Food movement; and,

WHEREAS, Rick served on the board of Urban Ecology for eight years where he helped found what is now TransForm, a Bay Area organization that works to create world class public transportation and walkable communities. Rick now serves as Secretary and Board Excellence Vice-Chair on TransForm's board of directors; and,

WHEREAS, Rick inspires participants in the Institute's Leadership for a Sustainable Future program to "Be heretical and embrace conflict"; and,

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby commends Rick Theis on his decades of exemplary service to the community of Sonoma County.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Adopt a Gold Resolution congratulating David Aguilar on being named Sonoma Treasure Artist for 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14

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

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



County of Sonoma

State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Congratulating David Aguilar on Being Named Sonoma's Treasure Artist of 2013

WHEREAS, David Aguilar was born on March 24th, 1953 in Atwater, California into an Air Force family where he was blessed with amazing parents and four siblings; and,

WHEREAS, as a child, his family moved around the American south, affording him many varied and interesting experiences. It was here his father taught him that "prejudice can be an educative experience"; and,

WHEREAS, in 1974 Mr. Aguilar graduated from University of California at Riverside with a degree in Psychology and then became a Special Education Teacher the following year; and

WHEREAS, in 1980, Mr. Aguilar moved to Sonoma. In 1986, her married his wife, Wendy, whom he calls "the best thing that happened to me" and together they had two daughters: Ashley and Kirsten; and,

WHEREAS, in 1987, David Aguilar began working at the Sonoma Developmental Center as a Special Education Teacher while playing in various bands at night and weekends; and,

WHEREAS, for the past three decades, Mr. Aguilar has shared his heart and musical talent with the community of Sonoma. He is an accomplished guitarist who spent 11 years performing with harmonica blues legend Norton Buffalo and Friends. Additionally, he founded many other bands and played with talents such as Big Brother and the Holding Company, the Barry Melton Band, Norman Greenbaum, Bo Diddley, Bonnie Raitt, Maria Muldaur, and Jackson Brown; and,

WHEREAS, Mr. Aguilar has generously donated his time and talents to several schools and nonprofit organizations across the valley, including Sonoma Valley Jazz Society, Sebastiani Theater, Dunbar Elementary School, Sonoma Valley High School, Adele Harrison Middle School and Altimira Middle School; and,

WHEREAS, like his heroes, JFK, Martin Luther King Jr. and Joe Montana, Mr. Aguilar has made the community of Sonoma a better place to live through his talent and passion for social justice, stating "there is no place for bullying or prejudice in this day and age"; and,

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby Congratulates David Aguilar being named as Sonoma Treasure Artist of 2013.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876; Alfredo Perez, 565-6627

Supervisorial District(s):

Countywide

Title: First 5 Sonoma County 15th Anniversary Gold Resolution

Recommended Actions:

Adopt a Resolution recognizing the First 5 Sonoma County Commission for its continuing efforts on behalf of Sonoma County's youngest children and recognizing the 15th Anniversary of the passage of Proposition 10, the California Children and Families First Act of 1998.

Executive Summary:

This item requests adoption of a resolution recognizing the First 5 Sonoma County Commission for its continuing efforts on behalf of Sonoma County's youngest children and recognizing the 15th Anniversary of the passage of Proposition 10, the California Children and Families First Act of 1998.

In November 1998, Proposition 10 - the California Children and Families Act of 1998 - was passed by California voters. The Act provided for the creation of a state commission and 58 county commissions charged with promoting, supporting, and improving the early development of children from the prenatal stage through five years of age. Proposition 10 added a tax of fifty-cents per pack to cigarettes and other tobacco products to fund these activities, with twenty percent of the resulting revenues allocated to First 5 California and eighty percent to county commissions based on local birth rate.

The Sonoma County Children and Families Commission, now called the First 5 Sonoma County Commission, was established by the Sonoma County Board of Supervisors in December 1998. For the last 15 years, the Commission has taken the lead in efforts across the County on behalf of children, while funding innovative and evidence-based programs that have improved the lives of Sonoma County's youngest children and their families.

November 2013 marks the 15th Anniversary of the passage of the California Children and Families Act of 1998. December 2013 marks the 15th Anniversary of First 5 Sonoma County.

This resolution recognizes the 15th anniversary of First 5 Sonoma County and celebrates the past and ongoing upstream investments in programs and services for our youngest children and their families and in improving the future of our community.

Prior Board Actions:			
In December 1998 the Sonoma County Board of Supervisors established the Sonoma County Children and Families Commission, now known as the First 5 Sonoma County Commission.			
Strategic Plan Alignment Goal 3: Invest in the Future			
First 5 Sonoma County's past and future strategic investments in our safe, healthy, and caring community make it one of the County's most significant investors in the future success and prosperity of Sonoma County. First 5's investments in evidence-based programs that have been proven to improve literacy, reduce child abuse and foster placement, and improve health and healthy development will pay off downstream in a better qualified workforce, reduced welfare and criminal justice costs, and a more prosperous community.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 0	Total Sources	\$ 0
Narrative Explanation of Fiscal Impacts (If Required):			
There are no fiscal impacts associated with this item.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Resolution			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma

State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commemorating The Founding Of First 5 Sonoma County And The Faithful Implementation Of
Proposition 10 And Recognizing The Significant Investment First 5 Has Made To Improve The
Lives Of Sonoma County's Youngest Children**

Whereas, in December 1998, the Sonoma County Board of Supervisors adopted Ordinance No. 5142, establishing the Sonoma County Children and Families Commission (now known as First 5 Sonoma County Commission) in accordance with Proposition 10, enacted by the voters of California in November 1998, which established a state tax on tobacco products to fund the state and county Children and Families Commissions to promote, support, and improve the early development of children from the prenatal stage to five years of age;

Whereas, the first five years of life build the foundation for each child's future success and ability to reach his or her full potential, and it is the responsibility of this Board and every citizen to provide Sonoma County's children with the best possible start because these children are the future working people, community leaders, parents, and problem solvers of tomorrow and because they are dependent on the adults of today for their well-being;

Whereas, First 5 Sonoma County has invested more than \$50 million and leveraged millions more over the last 15 years to maximize children's health and healthy development, to strengthen families' ability to support and nurture their children, and to ensure that early care and education for Sonoma County's youngest children is of the highest quality. These investments currently include:

- Healthy Kids Sonoma County: to assure that all Sonoma County children have access to health care by assisting low-income families to enroll their children in health insurance and paying health insurance premiums for children who are not eligible for any other form of health insurance.
- Preschool Scholarships: to provide a high-quality preschool experience to children whose families are income eligible in order to improve school readiness and increase high school graduation rates.
- Nurse-Family Partnership: to improve pregnancy outcomes, child health and development and future success and to improve maternal life course by providing

intensive nurse home visits with first-time, low-income mothers from pregnancy through their child's second birthday.

- AVANCE Parent-Child Education Program: to improve family literacy, child development, parenting skills, and school readiness by training low-income Latino parents with limited formal education to be active partners in their children's education.
- Triple P—Positive Parenting Program: to prevent behavioral, emotional, and developmental problems in children by building the knowledge, skills and confidence of parents through a multi-level parenting and family support program. Triple P is proven to reduce child abuse and foster placement.
- Reach Out and Read: to improve early literacy and school success by training doctors and nurses to give books to children at well-child check-ups from age six months to five years and to advise parents about the importance of reading aloud at home.

And whereas, First 5 Sonoma County serves as a catalyst to bring together the collaborative partners of Sonoma County to effectively and efficiently provide resources and services for families and takes the lead in uniting public and community-based organizations and others on behalf of children from the prenatal stage through age five to promote system change and is collaborating in communitywide efforts on behalf of children, including Upstream Investments, Cradle to Career and Healthiest Community by 2020.

Now, Therefore, Be It Resolved that, by the adoption of this Resolution, the County of Sonoma hereby commends the First 5 Sonoma County Commission for its efforts on behalf of Sonoma County's youngest children over the past 15 years and for its ongoing commitment to provide our children with the strong foundation necessary to ensure their successful future.

Be It Further Resolved that First 5 and the County's elected officials and leaders will partner to create a community where all children enter kindergarten healthy and ready to learn at their highest potential, because by investing in the success of our children, we assure the success of our community.

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: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241
Mike McGuire, 565-2241

Supervisorial District(s):

Third and Fourth Districts

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution Recognizing the Grand Opening of the Fountaingrove Lodge, the nation's first lesbian, gay, bisexual and transgender (LGBT) retirement community to offer resort living and continuing care services.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution

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

None.

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County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commemorating the Grand Opening of the First LGBT Retirement Community at
Fountaingrove Lodge**

Whereas, Oakmont Senior Living is redefining lesbian, gay, bisexual and transgender (LGBT) retirement with the Grand Opening of Fountaingrove Lodge; and

Whereas, Fountaingrove Lodge is the nation's first LGBT retirement community to offer resort living and continuing care services; and

Whereas, Fountaingrove Lodge is a beacon for the LGBT community in Sonoma County and in the State of California; and

Whereas, seniors are the largest and fastest growing population in America, and currently the LGBT community accounts for 1.5 million of those seniors; and

Whereas, in the next 20 years the number of LGBT seniors is expected to double, providing quality care options to this aging population is vital to helping them lead rich and full lives as they age; and

Whereas, Fountaingrove Lodge is the first of its kind to give the growing number of LGBT seniors a place to enjoy a meaningful retirement in a community of friends.

Now, Therefore, Be It Resolved by the adoption of this Resolution, the County of Sonoma hereby commends Oakmont Senior Living and Fountaingrove Lodge on the occasion of the Grand Opening of the nation's first LGBT retirement community.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Gold Resolution

Recommended Actions:

Approve gold resolution commending Clarence Wikse on his many years of public service and engagement and congratulating him on his 101st birthday. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Honoring Clarence Wikse For His Lifetime Of Community Involvement
And Congratulating Him On The Occasion Of His 101st Birthday**

Whereas, Clarence Wikse has been actively involved in the Sonoma County community from the time that he and his family made this their home in 1974; and

Whereas, Clarence served as Chair of the Graton Center Sonoma County Farm Bureau from 1978 through 1988 – and was active in organizing Farm Bureau support for Proposition 13; and

Whereas, Mr. Wikse was appointed by Supervisor Eric Koenigshofer to the Steering Committee of the First Sonoma County General Plan and initiated the resolution proposing Lake Sonoma – Warm Springs Dam - in keeping with the principles of city centered planning; and

Whereas, Clarence Wikse was a founding member of “Irate Taxpayers of Sonoma County” and served as its secretary for twenty five years, writing successful ballot arguments against parcel taxes and city taxes on cellular phones; and

Whereas, for many years, Clarence attended Board of Supervisors meetings on a regular basis, watching out for the good of the community, and became known as a “board watcher.”

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma commends Clarence Wikse for his decades of civic engagement ,resulting in lasting policy and land use decisions which will forever impact our County, and congratulates him on his 101st Birthday celebrated on October 27, 2013.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Resolution #

Date:

Page 2

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

To: Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Agricultural Preservation and Open Space District

Staff Name and Phone Number:

Sheri Emerson, 565-7358

Supervisorial District(s):

County-wide

Title: Environmental and Land Management Service Agreements for District Lands

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute "as needed" professional services agreements: 1) with Rob Evans and Associates in an amount not-to-exceed \$150,000; 2) with Prunuske Chatham, Inc. in amount not-to-exceed \$100,000; and 3) with Pacific Watershed Associates in an amount not-to-exceed \$75,000 ; 4) with North Coast Resource Management in an amount not-to-exceed \$100,000; 5) with Vollmar Natural Land Consulting in an amount not-to-exceed \$75,000; 6) with Matt Greene Forestry and Biological Consulting in an amount not-to-exceed \$50,000; and 7) with Roger Sternberg Forestry and Land Conservation Consulting Services in an amount not-to-exceed \$50,000.

Executive Summary:

The Sonoma County Agricultural Preservation and Open Space District (District) currently owns 6,400 acres of 'fee land' properties, and stewards over 100,000 acres of conservation easements throughout Sonoma County. In March of 2012, the Board approved the District's three-year Work Plan and in November of 2012, the Board approved the District's Fee Land Strategy. These guidance documents direct staff to manage fee land properties and steward District-held easements in a manner that protects the District's investment, public safety, and the conservation values of the properties.

Services may be required as part of a property acquisition, conservation easement negotiations, capital improvement project, fee land management plan implementation, or for mitigation measures on District properties. These services are not specific to any one project or property but rather an accumulation of the types of services generally needed within these particular disciplines.

Typical environmental services include habitat assessments, wildlife surveys, and threatened and rare species surveys, as well as environmental document preparation and project permitting, related to District-owned properties and/or District-held conservation easements. Forestry-related services include analysis of proposed harvest plans, forest road network assessments, working forest easements, sustainable forest management practices and best management practices for stream rehabilitation and forest health. Typical land management

services include fuel load suppression, public safety, erosion control, road restoration or decommissioning, illegal cultivation monitoring and removal, invasive species control and removal, protection and enhancement of sensitive resources, and implementation of best management practices to protect natural resources and their ecological functions.

The cyclical and unpredictable nature of the work as well as needed specialized expertise suggests a need for consultants rather than staff to accomplish these tasks. The District currently contracts with Sonoma County Regional Parks and others to provide a range of routine maintenance services on District-owned properties. However, the District requires additional services beyond what is included within the scope of the current contracts. This additional work relates to interim management of fee land properties and acquisition and stewardship of conservation easements. In addition, these contracted services will assist the District in implementing recent Board direction to transfer ownership of most recreational fee land properties to partnering entities (Regional Parks, cities, and other partner entities) in the coming years.

Competitive Selection Process

The District conducted a Request for Proposal (R.F.P.) process to identify and screen qualified contractors for the work described above, consistent with County procurement practice and Fiscal Oversight Commission direction. The R.F.P. was sent to over fifty firms, and advertised on the District and County websites. Five candidates submitted proposals for the Land Management Services R.F.P. Using a set of selection criteria, an internal committee reviewed all of the proposals, scored each according to the pre-established criteria, and then selected the top ranked candidates capable of satisfying the majority of services needed by the District. These candidates submitted professional and responsive proposals that clearly addressed the needs of the District and thoughtfully responded to all the elements described in the R.F.P.

In order to be most efficient, the District proposes As-Needed service agreements with several consultants, as listed in the table below. These consultants bring a wide range of specialty skills in the areas of environmental and land management services.

Firm Name	Amount	Term	Services
Rob Evans and Associates	\$150,000	9/30/16	Land Management services, including but not limited to: Habitat enhancement, mitigation measures, erosion control, fire abatement and vegetation removal, invasive species removal, implementation of BMPs to protect natural resources and ecological functions
Prunuske Chatham, Inc.	\$100,000	12/31/16	Land Management services, including but not limited to: Habitat enhancement, mitigation measures, erosion control, fire abatement and vegetation removal, invasive species removal, implementation of BMPs to protect natural resources and ecological functions
Pacific Watershed Associates, Inc.	\$75,000	9/30/14	Land Management services, including but not limited to: Soil erosion, erosion and sediment control, surface water hydrology, water erosion

			assessments, watershed erosion prevention plans, rural road storm proofing and long term management, water quality, GIS-based applications, relational database development, construction monitoring, project monitoring and implementation of BMPs to protect natural resources and their ecological functions
North Coast Resource Management, Inc.	\$100,000	9/16/16	Biological assessments, environmental assessments, and project permitting
Vollmar Natural Lands Consulting, LLC.	\$75,000	9/16/16	Biological services such as vegetation and habitat assessment, wildlife surveys, rangeland assessments, threatened and rare species surveys, management recommendations, proposed BMPs to protect natural resources. Environmental assessment services including preparing ecological analyses, watershed management planning, habitat enhancement planning, wetland delineation, CEQA analysis, NEPA analysis, Phase 1 and Phase 2 environmental assessments
Matt Greene Forestry and Biological Consulting	\$50,000	9/14/16	Forestry-related and biological assessments
Roger Sternberg Forestry and Land Conservation Consulting Services	\$50,000	9/16/16	Forestry-related assessments and working forest easement-related assessments

Once a project or technical need has been identified, District staff will initiate a meeting to describe the District's needs under the As-Needed agreement. Specific details of each work assignment will be determined during project initiation, including the specific project scope of work, schedule for completion of the project scope, cost estimate, and payment provisions. District staff will then prepare an Agreement Memorandum (see sample in Exhibit A to each contract) to memorialize the agreement reached during project initiation. The Agreement Memorandum must be signed by District staff and the Consultant prior to the onset of work. The District will not guarantee any minimum or maximum amount of work to be completed under the As-Needed agreements.

Local Preference, Local Experience

Several of the selected firms are located in or near Sonoma County, and all have significant experience working in our unique ecological landscapes:

- Rob Evans and Associates is based in Sonoma County, with experience in management of invasive species and habitat restoration, including mitigation project monitoring and reporting.

- Prunuske Chatham, Inc. is based in Sebastopol and has assisted the District and other county agencies in work across Sonoma County.
- Pacific Watershed Associates (P.W.A.) works throughout the northern coast of California and Oregon with an office in Petaluma. P.W.A. has extensive experience in road assessments, sediment load measurements, water quality evaluations, and is well-versed in road design and best management practices to reduce erosion from trails and roads.
- North Coast Resource Management has worked in a wide range of projects in Sonoma County including Stewart’s Point Conservation Easement Assessment and the Coastal Ridges Carbon Offset projects.
- Vollmar Natural Lands Consulting is currently focused on the Calabazas Creek property management plan. Sound and accurate botanical and wildlife assessments have been critical for this diverse property.
- Matt Greene Forestry and Biological Consulting is well-versed in the best management practices for sustainable redwood forest management – from road networks and sediment analysis to late seral stage redwood forest conditions and habitat enhancement.
- Roger Sternberg is a Registered Professional Forester who has worked with numerous forest landowners and has helped the District complete forest inventories and evaluate sediment delivery in streams from logging operations and other forest management activities throughout Sonoma County.

Prior Board Actions:

These proposed contracts directly support program elements included in the District’s Work Plan 2012-2015, approved by the Board in March 2012, and the District’s Fee Land Strategy 2012, approved by the Board in November 2012. The Board has previously approved service agreements with Rob Evans and Associates, Prunuske Chatham, Inc., Pacific Watershed Associates, and Roger Sternberg Forestry and Land Conservation Consulting Services for project-specific deliverables for several District-owned properties, as well as many easement properties, and resource studies for acquisition candidate properties. Vollmar Natural Lands Consulting, North Coast Resource Management and Matt Greene Forestry and Biological Consulting have worked as sub-consultants that have provided services to the District.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Contracting with consultant firms to prepare ecological studies and complete land management tasks will assist the District in implementation of its Work Plan and Fee Lands Strategy.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 600,000.00		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 600,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 600,000.00	Total Sources	\$ 600,000

Narrative Explanation of Fiscal Impacts (If Required):

This amount is appropriated in the fiscal year 2013-2014 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

1. Agreement – Rob Evans & Associates
2. Agreement – Prunuske Chatham, Inc.
3. Agreement – Pacific Watershed Associates, Inc.
4. Agreement – North Coast Resource Management (N.C.R.M. Inc.)
5. Agreement – Vollmar Natural Lands Consulting, LLC
6. Agreement – Matt Greene Forestry & Biological Consulting
7. Agreement - Roger Sternberg



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: The Sonoma County Agricultural Preservation & Open Space District Board of Directors

Board Agenda Date: November 12, 2013

Vote Requirement: 4/5

Department or Agency Name(s): The Sonoma County Agricultural Preservation & Open Space District

Staff Name and Phone Number:

Stuart W. Martin - (707) 565-7362

Supervisorial District(s):

2nd

Title: Conveyance of a Portion of a Conservation Easement and a Temporary Construction Easement to Caltrans for the Marin-Sonoma Narrows U.S. 101 Project

Recommended Actions:

Adopt a resolution approving the sale of a conservation easement interest and the grant of a temporary construction easement from the District to the State of California-Caltrans for \$6,330.06 in connection with the Marin-Sonoma Narrows U.S. 101 Project; authorizing the President of the Board of Directors execute a quit claim deed and right of way contract (A.P.N. 019-340-001, 019-350-006, and 019-350-009).

Executive Summary:

The District is requesting authorization for the conveyance of a portion of a conservation easement interest encumbering the Yee property (A.P.N. 019-340-001, 019-350-006, and 019-350-009) to the State of California for \$6,330.06 in connection with the Marin-Sonoma Narrows U.S.101 project. Pursuant to the proposed action, the District will permanently quit claim its interest in 3,250 square feet of the easement for five public utility easements (P.U.E.) as well as 5,671 square feet for an overhead electrical easement (O.E.E.) for P.G. & E. In addition, the District will allow Caltrans to use a 30,345 square feet portion of the easement area for a temporary construction easement (T.C.E.).

Background

The District has held a conservation easement over the 638-acre Yee property since 1997 ("Yee Easement"). The property is located on the east side of State Highway 101 just north of the Marin County line. Caltrans is proposing to improve the highway by adding a frontage road and a H.O.V. lane through the "narrows" connecting Sonoma County and Marin County. In order to implement this project, the State needs to acquire a 3,250 square feet portion of the Yee Easement for five permanent public utility easements (P.U.E.), a 5,671 square feet portion for an overhead electrical easement (O.E.E.), and 30,345 square feet portion for a temporary construction easement (T.C.E.). The proposed easements are all located on a 413.84-acre Assessor parcel next to the existing highway right of way. The impacted areas are grassland at the base of a steep slope.

In February of 2013, the Board of Directors approved execution of a Right of Entry Agreement with Caltrans, which has allowed Caltrans access to the property while the parties negotiated the final terms of the proposed

quitclaim. The Right of Entry Agreement encompassed a waiver of any right to challenge the State's right to condemn the property interests at issue. This waiver was approved by your Board because (1) the District would be unlikely to prevail in litigation challenging the State's right to condemn this property and (2) there is a very limited impact to the conservation values of the Yee Easement. The permanently affected area is very small and its adjacency to the highway right of way means the loss presents minimal impact to the agricultural uses of the property.

The Project

The P.S.Es are a series of five non-contiguous areas for power pole guy wires and anchors. The O.E.E. is a triangular shaped property for an overhead power line. Pacific Gas and Electric will hold these permanent easements and have access to them from the existing driveway. The T.C.E. will be used until December 31, 2016, or three years from start of construction. If Caltrans needs the T.C.E. for a longer duration, it will compensate the District in the amount of \$50 per month. Caltrans will hold the T.C.E. and use it for highway construction and reconnecting water lines. Upon completion of the work, Caltrans will vacate and restore the T.C.E. premises to its pre-construction condition. All of the easements are adjacent to Highway 101 as shown on the attached map.

Currently, overhead power lines run along the highway, a fence separates the Yee property from the highway along the property line, and Yee has road access directly off Highway 101. After the project is completed, there will be a frontage road between the Yee property and the new freeway, making access to the property much safer. The new freeway will be moved further west to accommodate the frontage road and a H.O.V. lane.

Negotiations and Agreement

The State of California and the Yee Trust have reached agreement to settle for \$10,000. The District is agreeable to this settlement amount because it exceeds the appraised value of the property interests at stake.

The District's share of this settlement is \$6,330.06 and the Yee Trust will receive \$3,680. This allocation is based upon the ratio of the appraised value of the conservation easement to the fee value without the conservation easement at the time the easement was acquired, with the addition of interest to the District. The methodology is described in the grant deed for the conservation easement.

Pursuant to the right of way contract, the District will receive its share of the proceeds directly from Caltrans.

Fiscal Oversight Commission

Staff advised the District's Fiscal Oversight Commission to rely on the Caltrans appraisal to determine market value. The small amount of compensation does not justify the extra cost and staff time spent in the District commissioning its own appraisal because the District's appraisal cost would exceed the amount of the compensation. In addition, the settlement offer exceeds the appraised value.

The District's Fiscal Oversight Commission approved a resolution on September 5, 2013 that \$6,320 is fair market value for the conveyance of the subject interests. An interest payment from Caltrans increases the settlement to \$6330.06.

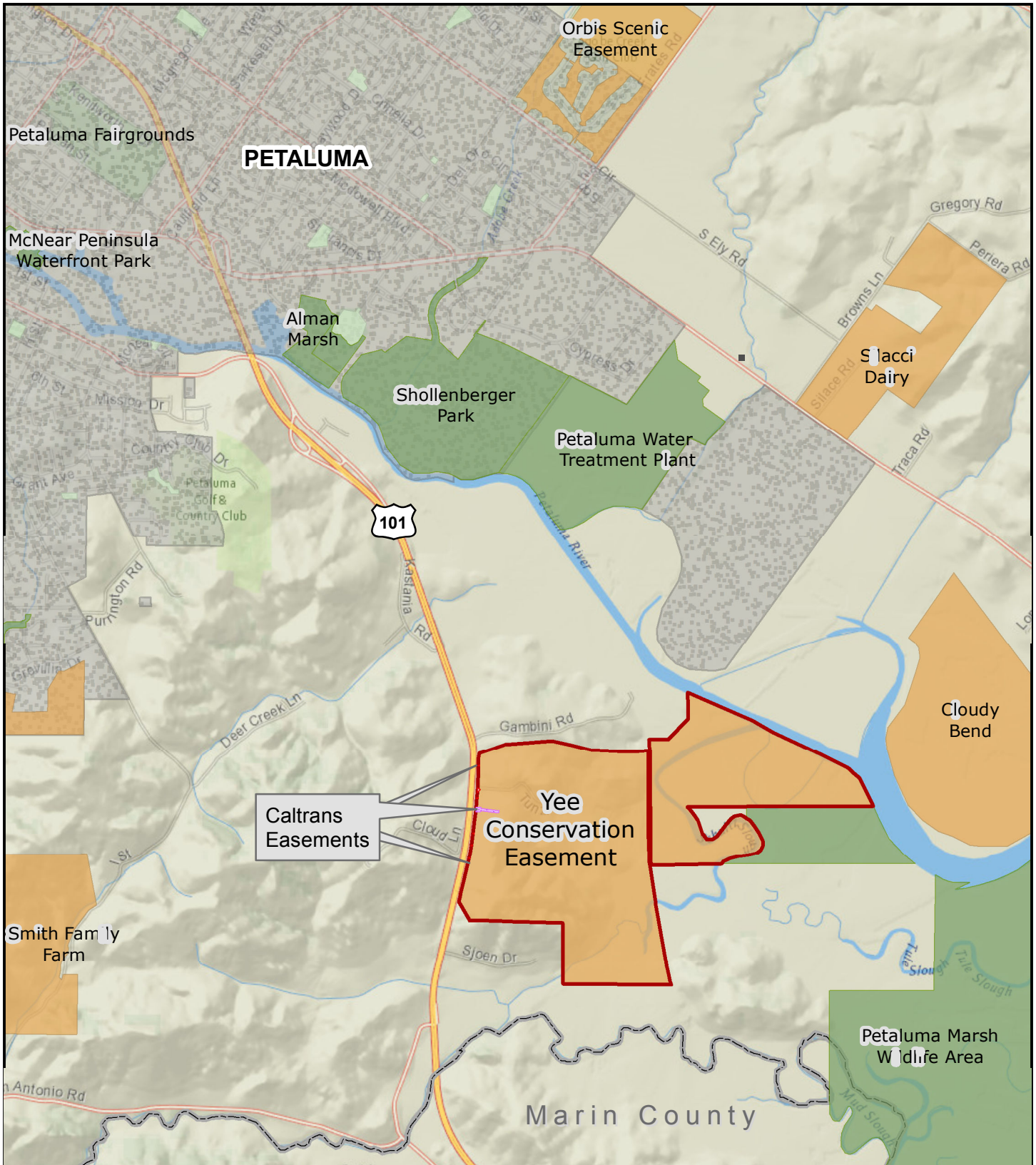
Impact on Open Space Purposes

Caltrans' intended uses of the property are fundamentally inconsistent with the open space purposes for which the District acquired the conservation easement. But because this conveyance is involuntary in nature, and because the remainder parcel will continue to have value for agricultural and open space purposes, staff recommends approval of the sale.

Prior Board Actions:

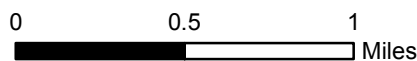
Approval of the acquisition of a conservation easement over the Yee property on April 25, 1997, and approval of a Right of Entry agreement with the State of California on February 26, 2013.

Strategic Plan Alignment		Goal 3: Invest in the Future	
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 6,330.06
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$ 6,330.06
Narrative Explanation of Fiscal Impacts (If Required):			
The District will receive \$6,330.06 from Caltrans and deposit the funds in revenue account.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
1. Location Map 2. Site Map 3. Resolution			
Related Items "On File" with the Clerk of the Board:			
1. Right of Way Contract 2. Quit Claim Deed			



SONOMA COUNTY
 AGRICULTURAL PRESERVATION
 AND OPEN SPACE DISTRICT

Yee Conservation Easement Location Map



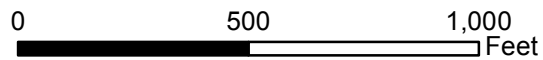
- Yee Conservation Easement
- Public Fee Title
- Conservation Easement
- Urban Park
- City of Petaluma






Map Date: 1/29/2013
 Sources: Base Map (ESRI/NatGeo); City of Petaluma (County GIS); Protected Lands (GreenInfo)
 This map is for illustrative purposes only and is not intended to be a definitive property description.



Yee Conservation Easement Highway 101 Caltrans Project



-  Yee Conservation Easement
-  Easement to PG&E
-  TCE to Caltrans



Map Date: 1/29/2013
Sources: USGS / Sonoma County (2012 aerial); ESRI / NatGeo (base map), Sonoma County GIS (parcels)
This map is for illustrative purposes only and is not intended to be a definitive property description.

Date: November 12, 2013

Resolution Number: _____

Resolution of the Board of Directors of the Sonoma County Agricultural Preservation & Open Space District Authorizing the Execution of a Right of Way Contract with the State of California and the Grant of a Quit Claim Deed in Connection with the Sonoma-Marín Narrows US-101 Project (A.P.N. 019-340-001, 019-350-006, and 019-350-009).

Whereas, the Sonoma County Agricultural Preservation and Open Space District (“District”) owns a conservation easement which encumbers Assessor’s Parcel Numbers 019-340-001, 019-350-006 and 019-350-009 along the easterly side of State Highway 101 (“District’s Easement”); and

Whereas, the State of California (“State”) and the Sonoma County Transportation Authority are preparing to widen State Highway 101 (“Project”); and

Whereas, in connection with the Freeway Improvement Project, the State requires a 8,921 square feet portion of the District’s Easement for public utility easements, and an additional 30,345 square feet portion of the District Easement for a three year temporary construction easement (“Needed Interests”); and

Whereas, on February 26, 2013, this Board adopted Resolution No. 13-0053, pursuant to which it found that conveyance of the Needed Interests was involuntary, as it was in lieu of certain condemnation by the State and, in accordance with this finding, this Board authorized the Chair to execute a Right of Entry Agreement with the State, which granted Caltrans an irrevocable right to use the Needed Interests for the Project while the parties negotiated the final terms for the conveyance of these interests by grant deed, and;

Whereas, pursuant to these negotiations, on August 1, 2013, the State conveyed an offer to purchase the Needed Interests from the District for \$6,330.06, an amount which exceeds the State’s appraised value; and

Whereas, on September 5, 2013, the District’s Fiscal Oversight Commission, by its Resolution No. 2013-006, determined \$6,320.00 is the fair market value of the Needed Interests.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved:

1. The foregoing recitals are true and correct;
2. This Board hereby authorizes the Chair to execute the Right of Way Contract and Quit Claim Deed on file with the Clerk conveying the Needed Interests to the State of California, as more particularly described therein.

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

To: Board of Supervisors; Board of Directors of the Sonoma County Water Agency; Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, Information Services Department, Department of Transportation and Public Works, Sonoma County Agricultural Preservation and Open Space District

Staff Name and Phone Number:

Tom Robinson 565-7369

Supervisorial District(s):

All

Title: Reimbursement Agreements for Joint Environmental Geospatial Data Acquisition

Recommended Actions:

1) Authorize the General Manager of the Sonoma County Water Agency, the Director of the Sonoma County Information Services Department, and the Director of the Sonoma County Transportation and Public Works Department to enter into reimbursement agreements with the Sonoma County Agricultural Preservation and Open Space District for the production of environmental geospatial data for \$373,113, \$86,450, and \$20,000 respectively. 2) Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to amend an existing agreement with Tukman Geospatial L.L.C. to include additional products and services.

Executive Summary:

Background:

Environmental geospatial data are critical to maintaining water supply reliability, drinking water quality, public safety, and Sonoma County's response to climate change. Examples of environmental geospatial data include, but are not limited to, maps of vegetation, topography, building outlines, roads, and aerial photography.

The Sonoma County Water Agency ("Water Agency"), the Sonoma County Information Services Department ("I.S.D."), and the Sonoma County Agricultural Preservation and Open Space District ("District") share needs for fine-scale vegetation, high-resolution topography, building outlines, roads, and aerial photography in order to achieve their missions. These agencies have determined that there are financial and human resource efficiencies that can be gained by cooperatively developing and sharing these data sets. For example, the data produced under this program will facilitate assessments of carbon resources and sequestration, positioning county entities to participate in financial incentives through the State of California's greenhouse gas auction revenue program under A.B. 32.

Other applications of these data within each department or district are numerous. The following are examples from each department/special district:

Water Agency: Light Detection and Ranging (LiDAR) and forest metrics data will provide the Water Agency with information for hydrologic and hydraulic analysis supporting future planning efforts in making water supply and flood control systems more resilient to climate change. Specific benefits are expected in improved project planning for stormwater management and groundwater recharge, fire hazard risk analysis in watershed/water quality planning, riparian resource categorization for effective implementation of the Stream Maintenance Program, and carbon sequestration and natural resource categorization information for adaptive planning.

I.S.D.: The geographic information system ("G.I.S.") Team in ISD maintains the Enterprise GIS base map, including orthophotography, addresses, street centerlines, parcel boundaries, building outlines, and other map layers. This information is provided to all County agencies to support decision making and their respective mandates, from public safety to park planning, permit tracking to hazmat inspection.

T.P.W.: The pervious/impervious surfaces G.I.S. layer will be beneficial to the Sonoma County Transportation and Public Works Department ("T.P.W.") as a tool for deriving pavement area, making project cost calculations, and improving accuracy of road modeling in G.I.S. The 1-meter digital elevation model ("D.E.M.") and 1-foot contours will allow T.P.W. to convert 2-dimensional G.I.S. road data into 3 dimensional format, thereby enabling more accurate imaging of post-mile-based asset inventory and project location data. It will also allow the application of elevation attribute information to all existing G.I.S. point data, which will be especially beneficial in the continuing endeavor to map the County's storm drain and hydrology networks.

District: These data will be used for detailed climate adaptation planning by the District and its partners as well as for evaluating the public's return on its land conservation investments. These data will also replace costly piecemeal vegetation and geomorphological studies on individual preserves and will support responsible preserve management. These data will also form the foundation for a data-driven strategic conservation planning process as part of the upcoming acquisition plan update.

A common method to produce the needed environmental geospatial data is through the use of high-resolution aerial photography and LiDAR. LiDAR is a remote sensing technology that precisely maps land features from light illuminated by airplane. The abovementioned County departments and special districts have an opportunity to leverage multiple state and federal grants valued at \$1,487,960 to obtain needed data.

Funding:

In July 2013, the District's research partner, the University of Maryland ("U of M"), received a grant from the N.A.S.A. Earth Sciences program to produce a map of carbon resources in Sonoma County using N.A.S.A.-funded high-resolution aerial photography and LiDAR. The data generated from this grant is valued at \$1,205,960 and will offset Sonoma County investments.

Additionally, direct and in-kind grants awarded and anticipated with respect to this project from the California State Department of Fish and Wildlife ("C.D.F.W."), the United States Geological Survey ("U.S.G.S."), and The Nature Conservancy ("T.N.C.") further reduce the cost to Sonoma County of the environmental geospatial data by \$282,000.

The Water Agency, I.S.D., T.P.W., and District all agreed that pooling resources would best enable all of the agencies to benefit from this opportunity to obtain the essential new data. The District would be reimbursed \$ 479,563 by the Water Agency (\$373,113), I.S.D. (\$86,450), and T.P.W. (\$20,000). These funds combined with the previously approved contract funds with Tukman Geospatial L.L.C. for \$300,000 will constitute the County’s and special districts’ ultimate expected net expenditure of \$779,563. The additional costs associated with the overall project have already been committed by N.A.S.A. to the District’s research partner, by T.N.C. directly to the District, and by C.D.F.W. in the form of professional services rendered to the District.

Procurement:

The District conducted a R.F.P. process in March 2012 to select a contractor to produce a county-wide fine-scale vegetation map to replace outdated, coarse-scale existing vegetation maps used for land conservation and climate adaptation planning. Seven qualified consultants submitted bids. A selection committee composed of experts from the District, I.S.D., Water Agency, and the State Department of Fish and Wildlife chose Tukman Geospatial L.L.C., a Sonoma County-based firm with extensive experience in geospatial technology, remote sensing, cartography, and spatial analysis.

In July 2012, the District’s Board of Directors approved an agreement with Tukman Geospatial L.L.C. for an amount not-to-exceed \$300,000 to produce a fine-scale vegetation map and associated detailed data sets (e.g., riparian zones) as additional funding allowed. The District has been actively pursuing outside funding for this work, and the Board-approved agreement with Tukman Geospatial has acted as anchor funding to leverage additional funds totaling \$1,943,317. If additional funding comes in, the District’s share of the funding may be reduced.

Incorporating data collected under the N.A.S.A. grant, Tukman Geospatial L.L.C. and its subcontractors will deliver all data products listed above according to the schedule included in the attached amendment to the agreement, which also authorizes the new not-to-exceed amount and the use of the subcontractor Watershed Sciences, Inc.

Prior Board Actions:

Approval of Connecting Communities and the Land Acquisition Plan (2006 – inventory and prioritization of high value habitat); Strategic Plan (2009 – data to support climate adaptation); Work Plan (2012 - seek funding to deploy fine-scale vegetation map and LiDAR); agreement with The Nature Conservancy (2012 – map carbon/biomass and develop greenhouse gas accounting framework); agreement with Earth Economics to perform economic valuation of conservation investments (2012 – data to support economic evaluation); approval of contract with Tukman Geospatial L.L.C. for vegetation and habitat mapping (2012); approval of contract with Tukman Geospatial L.L.C. for G.I.S. mapping and analysis services (2013).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 300,000		\$
Add Appropriations Req'd.	\$ 621,563	State/Federal	\$ 132,000
	\$	Fees/Other	\$ 789,563
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 921,563	Total Sources	\$ 921,563

Narrative Explanation of Fiscal Impacts (If Required):

An anticipated grant from U.S.G.S. for \$132,000, \$10,000 from The Nature Conservancy, and transfers from Water Agency, I.S.D. and T.P.W. in the amount of \$373,113, \$86,450 and \$20,000 respectively will be used to increase the contract the District currently has with Tukman from \$300,000 to \$921,563. Additional appropriations and funding sources will be included in the mid year C.B.A.s.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

N/A

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

1. Sonoma County Information Systems Department Agreement
2. Sonoma County Transportation and Public Works Agreement
3. Sonoma County Water Agency Agreement
4. First Amendment to Agreement for Consulting Services with Tukman Geospatial LLC
5. Existing Agreement for Consulting Services with Tukman Geospatial LLC



County of Sonoma Agenda Item Summary Report

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

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

Board of Directors, Sonoma County Water Agency

November 12, 2013

Majority

Sonoma County Water Agency

Nazareth Tesfai / (707) 521-1835

All

National Pollutant Discharge Elimination System Phase I and Phase II Storm Water Annual Reports

Authorize Chair to certify Annual Reports for: 1) Term 3, Year 4 (2012-2013) for the National Pollutant Discharge Elimination System Discharge Permit No. CA0025054 for Storm Water Discharges from the Santa Rosa Area, and 2) Year 10 (2012-13) for the National Pollutant Discharge Elimination System Discharge Permit No. CAS000004 for Storm Water Discharges from the urbanized unincorporated areas around the City of Sonoma and the City of Petaluma; approve the submittal of the annual report packages to the North Coast Regional Water Quality Control Board and San Francisco Bay Regional Water Quality Control Board, respectively.

California's Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4s) through a permitting program. MS4s consist of drains, pipes, and ditches, that convey storm water to nearby streams, rivers, lakes, estuaries, basins, wetlands, and oceans. Storm water permits require permittees to develop and implement a storm water management plan with the goal of reducing the discharge of pollutants to the maximum extent practicable through the use of best management practices. The program areas include public education and outreach; illicit discharge detection and elimination; construction and post-construction; and good housekeeping for municipal operations.

The Sonoma County Water Agency (Water Agency) is a co-permittee in two storm water permits because it owns portions of the MS4s within the permit boundaries. The two permits are: Phase I, National Pollutant Discharge Elimination System Municipal Storm Water Discharge Permit No. CA0025054, issued by the North Coast Regional Water Quality Control Board (Phase I Permit); and Phase II General Permit No. CAS000004 issued by the State Water Resources Control Board (State Water Board) and administered by the San Francisco Bay Regional Water Quality Control Board (Phase II

Permit).

The Water Agency is a co-permittee with the City of Santa Rosa and the County of Sonoma in the Phase I Permit which covers MS4 discharges in the Mark West Creek Watershed in Santa Rosa. Under this 5-year permit which was issued in October 2009, the Water Agency developed a new Storm Water Management Plan to define a storm water program spanning the permit term. For the Phase II Permit, the Water Agency is a co-permittee with the County of Sonoma for storm water discharges from small municipal separate storm sewer systems within the Sonoma Creek and Petaluma River watersheds. The Water Agency's Storm Water Management Plans for both permits incorporate appropriate activities and best management practices for activities related to its flood control and general fund activities.

Both Permits require the preparation and submittal of an annual report. These annual reports provide information to the Regional Water Quality Control Boards on the progress the Water Agency has made relative to its Storm Water Management Plan goals and activities. It also provides an evaluation of the effectiveness of these activities, and finally, notes which activities will be undertaken in the next year (also known as the workplan). The County of Sonoma also provides separate annual reports on the activities for which they are responsible under the same permits.

Accomplishments:

The Water Agency continues to meet and or exceed the established measurable goals for the Storm Water Management Plan. Specific progress during this permit term, and accomplishments by the Water Agency over the twelve month reporting period include:

- a) The Water Education Assembly Program - ZunZun performed 37 shows at 25 schools reaching 8,777 students during the 2012-2013 school year. The results were very positive with 100% of the respondents saying they would like to see this program offered again.
- b) For 2012-2013, the following debris was removed from creeks within the permit boundary:
585 cubic yards of debris removed by Supervised Adult Crews (SAC) 126 homeless encampments and 105 abandoned encampments removed by SAC crews in response to Creek Stewards.

Expenditures:

The Water Agency funding sources are Flood Control Zone 1A (Phase I Permit) and 2A and 3A (Phase II Permit). The tables below are summaries of the Water Agency's Phase I and Phase II expenditures.

Table 1 – MS4 Expenditures for the Sonoma County Water Agency, Phase I Permit

Storm water management activities and overall administrative costs	\$ 49,499.00
Illicit connection/illicit discharge prevention	\$ 440.00
Monitoring	
Sampling	\$ 12,773.00
Lab Analysis	\$ 7,490.00
Public information and participation program	
Pollution Prevention Education	\$ 46,251.00
Other	\$ 19,000.00
Application Cost/Annual Fees	\$ 13,000.00
Coordination Meetings	\$ 6,700.00
Construction inspection activities	
Total	\$155,153.00

Table 2 – MS4 Expenditures for the Sonoma County Water Agency, Phase II Permit

Engineering Studies & Annual Report	\$ 17,365.38
Sampling	\$ 0.00
Lab Analysis	\$
Pollution Prevention Education	\$ 35,077.33
Application Cost/Annual Fees	\$ 3,639.50
Coordination Meetings	-
NBWA Activities	
Total	\$ 56,082.21

Certification:

Federal regulations require that the report be signed by a ranking (elected) official. The wording included on the Certification Pages of the Annual Report is also required by federal regulations.

Staff recommends that the Board of Directors authorize the Chair to certify the Annual Reports for Phase I Term 3 Year 4 (2012-2013) for National Pollutant Discharge Elimination System Discharge Permit No. CA0025054 for Storm Water Discharges from the Santa Rosa Area and to authorize the Chair to certify the Annual Report for Phase II Year 10 (2012-2013) for National Pollutant Discharge Elimination System Discharge Permit No. CAS000004 for Storm Water Discharges, and direct the submittal of the Annual Report packages to the North Coast Regional Water Quality Control Board and the San Francisco Bay Regional Water Quality Control Board.

Prior Board Actions:

- 12/11/12 Approved certification and submittal of the Annual Reports for Phase I Term 3 Year 3 and the Phase II Year 9 (2011-2012)
- 12/13/11 Approved certification and submittal of the Annual Report for Phase I Term 3 Year 2 (2010-2011)
- 11/08/11 Approved certification/submittal of the NPDES. Phase II Storm Water Annual Report, Year 8 (2010-2011) to the San Francisco Bay Regional Water Quality Control Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Water Agency and County goals strive to protect and enhance the county’s natural environment through implementing the storm water management plan under Phase I and Phase II.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact as a result of the requested action; submitting the report is administrative in nature and required by the state storm water permit and the funds discussed in this report were expended in FY 12/13.

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

RW\\FILESERVER\DATA\CL\AGENDA\MISC\11-12-2013 WA NPDES PHASE I & II STORM
WATER ANNUAL REPORTS_SUMM .DOCX

CF/43.1-0-9 NPDES PERMIT NO. CA0025054 - ANNUAL REPORTS (ID 2357 & CF/43.1-0-9
NPDES PHASE 2 STORMWATER PERMIT FOR ZONES 2A AND 3A (PERMIT NO. CAS000004)
(ID 1198)



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 of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, Permit and Resource Management Department

Staff Name and Phone Number:

Marcus Trotta / 547-1978 and
DeWayne Starnes / 565-1900

Supervisorial District(s):

All

Title: Implementation of California Statewide Groundwater Elevation Monitoring Program

Recommended Actions:

- 1) Authorize Chair to execute cooperative agreement between County of Sonoma through its Permit and Resource Management Department and Sonoma County Water Agency (County Agreement) for County to provide funds to Water Agency for California Statewide Groundwater Elevation Monitoring Program in the amount of \$100,000; agreement terminates on June 30, 2018; and authorize the General Manager of the Water Agency or County's Permit and Resource Management Director to terminate the County Agreement, if appropriate.
- 2) Authorize the General Manager of the Water Agency to execute agreements for the following entities to provide Program monitoring services with: a) Gold Ridge Resource Conservation District for Program monitoring services for the amount of \$45,225; agreement terminates on June 30, 2018; b) Sonoma Resource Conservation District for Program monitoring services for the amount of \$36,042; agreement terminates on June 30, 2018; c) California Land Stewardship Institute for Program monitoring services for the amount of \$23,660; agreement terminates on June 30, 2018.

Executive Summary:

This item requests approval for the Chair to execute an agreement between County of Sonoma and Sonoma County Water Agency in the amount of \$100,000 and authorization for the Water Agency General Manager to execute consultant agreements with Gold Ridge Resource Conservation District, Sonoma Resource Conservation District, and California Land Stewardship Institute in the total amount of \$104,927 for Implementation of the California Statewide Groundwater Elevation Monitoring Program. Agreements terminate June 30, 2018.

HISTORY OF ITEM/BACKGROUND

This agenda item follows up on Board actions on May 3, 2011, which authorized the Sonoma County Water Agency's (Water Agency) General Manager and the Director of the County's Permit and Resource

Management Department (County) to enter into a cooperative agreement to develop monitoring plans, perform outreach and initial monitoring to comply with the California Department of Water Resource's California Statewide Groundwater Elevation Monitoring Program (Program).

The Program was created when the California Legislature passed SBx7-6 as part of the 2009 Comprehensive Water Package. The bill requires groundwater elevation monitoring for every basin and sub-basin listed in the California Department of Water Resources Bulletin No. 118 to demonstrate seasonal and long-term trends. Participation in the Program is voluntary for both local agencies acting as Monitoring Entities and well owners; however, if no Monitoring Entity steps forward to undertake the elevation monitoring, the California Department of Water Resources must assume monitoring responsibilities and local eligible Monitoring Entities and the counties would become ineligible for state water grants and loans. Monitoring Entities are responsible for generating a monitoring network plan (completed by the Water Agency under the May 2011 agreement), compiling groundwater elevation data, and submitting that data to the California Department of Water Resources by July 1 and January 1 of each year.

The Water Agency and County notified the California Department of Water Resources of their intent to assume the responsibilities as Monitoring Entities for 13 of the 14 groundwater basins and sub-basins in Sonoma County. The Water Agency is the lead Monitoring Entity for the Kenwood Valley Groundwater Basin and the Sonoma Valley Groundwater Sub-basin where the Water Agency serves as the lead agency for the Sonoma Valley Groundwater Management Program, which encompasses these two basins. The City of Petaluma is the Monitoring Entity for the Petaluma Valley Groundwater Basin. The County is the lead Monitoring Entity for the following 11 groundwater basins and sub-basins that are subject to this agreement: Annapolis Ohlson Ranch Formation Highlands Groundwater Basin, Bodega Bay Area Groundwater Basin, Fort Ross Terrace Deposits Groundwater Basin, Knights Valley Groundwater Basin, the Wilson Grove Formation Highlands Groundwater Basin, Alexander Area Groundwater Sub-basin, Cloverdale Area Groundwater Sub-basin, Healdsburg Area Groundwater Sub-basin, Lower Russian Groundwater Basin, Rincon Valley Groundwater Sub-basin, and Santa Rosa Plain Groundwater Sub-basin.

The California Land Stewardship Institute, Gold Ridge Resource Conservation District, and Sonoma Resource Conservation District performed outreach to well owners and have been performing monitoring activities under previous agreements funded through the May 2011 cooperative agreement.

SERVICES TO BE PERFORMED

To continue compliance with Program requirements, Water Agency and County staff propose: (1) Water Agency and County enter into a cooperative agreement to fund four years of Program implementation; and (2) Water Agency enter into consultant agreements to support monitoring services for four years of Program implementation.

Cooperative Agreement for Implementation of Program (Cooperative Agreement)

The initial cooperative May 2011 agreement between the Water Agency and County funded the preparation and submittal of Monitoring Plans, outreach to well owners, and the initial year and a half of monitoring services. Implementation of the Program under the proposed Cooperative Agreement will consist of coordinating groundwater-level data collection, quality control review, data management

and submittal, and outreach for additional groundwater wells.

Under the proposed Cooperative Agreement, County will provide funding to Water Agency to implement the Program for four fiscal years on behalf of County for five of the groundwater basins and sub-basins for which County is the Monitoring Entity (Annapolis Ohlson Ranch Formation Highlands Groundwater Basin, Bodega Bay Area Groundwater Basin, Fort Ross Terrace Deposits Groundwater Basin, Knights Valley Groundwater Basin, and the Wilson Grove Formation Highlands Groundwater Basin). County will provide \$100,000 (\$25,000 per year) to the Water Agency to fund these services.

In addition, Water Agency will use its own funds to implement the Program, on behalf of County, for the remaining six groundwater basins and sub-basins for which the County is the Monitoring Entity (Alexander Area Groundwater Sub-basin, Cloverdale Area Groundwater Sub-basin, Healdsburg Area Groundwater Sub-basin, Lower Russian Groundwater Basin, Rincon Valley Groundwater Sub-basin, and Santa Rosa Plain Groundwater Sub-basin). The Water Agency either has operations within these basins and/or is actively involved in water management issues within these basins. Therefore, Water Agency funding can be applied for Program implementation since these groundwater basins and sub-basins align with Water Agency operations and water resource management activities. Water Agency will provide \$140,000 (\$35,000 per year) to perform these services for County.

Collectively, the estimated costs for the County and the Water Agency described above represent a total of \$240,000 over a four-year period. These costs include approximately \$100,000 in consultant costs (comprised of the consultant agreements included with this agenda item) and \$140,000 in Water Agency staff costs.

Agreement with Gold Ride Resource Conservation District

Under the proposed agreement, Gold Ridge Resource Conservation District will provide Program groundwater monitoring services, outreach, and reporting for the Wilson Grove and Bodega Bay formations groundwater basins.

The cost of services will not exceed \$45,225; the term end date is June 30, 2018.

Agreement with Sonoma Resource Conservation District

Under the proposed agreement, Sonoma Resource Conservation District will provide groundwater monitoring services and reporting for the Lower Russian River Valley, Santa Rosa Valley – Healdsburg Area (Dry Creek), and Alexander Valley groundwater basins.

The cost of services will not exceed \$36,042; the term end date is June 30, 2018.

Agreement with California Land Stewardship Institute

Under the proposed agreement, California Land Stewardship Institute will provide groundwater monitoring services and reporting for Alexander Valley and Knights Valley groundwater basins.

The cost of services will not exceed \$23,660; the term end date is June 30, 2018.

SELECTION PROCESS

The California Land Stewardship Institute, Gold Ridge Resource Conservation District, and Sonoma Resource Conservation District were determined to be the most-qualified firms based on their unique ability to work with rural and agricultural well owners in the respective groundwater basins associated with this agreement. Partnering with private rural landowners is critical to successfully performing the groundwater monitoring required by the monitoring program. Resource Conservation Districts are empowered by the State to support natural resource management through partnerships with public agencies and private landowners. California Land Stewardship Institute is a non-profit organization that plans and implements environmental stewardship, restoration and enhancement programs and projects on private and public lands and waterways.

Based on the exemplary work completed to date and ongoing positive working relationship with local well owners who have volunteered their wells for the monitoring program, the Water Agency’s staff recommends continuing to use California Land Stewardship Institute, Gold Ridge Resource Conservation District and Sonoma Resource Conservation District to implement the Program.

Prior Board Actions:

- 05/22/12 Board Authorization to enter First Amended Agreement with Sotoyome Resource Conservation District to Provide Public Outreach Services for California Statewide Groundwater Elevation Monitoring Program. Total cost \$53,432; term end June 30, 2013
- 05/03/11 Board authorization for the Water Agency and Permit and Resources Management Department to execute cooperative agreement to implement the California Statewide Groundwater Elevation Monitoring Program. Total cost \$115,000; term end June 30, 2012.
- 12/07/10 Board authorization for the Water Agency and Permit and Resources Management Department to assume responsibility as the Monitoring Entities for 13 of the 14 groundwater basins and sub-basins in Sonoma County.

Strategic Plan Alignment Goal 3: Invest in the Future

County Goal 3: Invest in the Future. The Program meets this goal by helping ensure that local resources are sustainably managed.

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

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 60,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 60,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 60,000	Total Sources	\$ 60,000

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$35,000 is from the Water Agency's Russian River Project fund.
 FY 2013/2014 appropriation of \$25,000 is from County.

Future appropriations in FY 2014/2015 (\$25,000 for the County and \$35,000 for the Water Agency),
 2015/2016 (\$25,000 for the County and \$35,000 for the Water Agency), and 2016/2017 (\$25,000 for the
 County and \$35,000 for the Water Agency) will be budgeted in the respective fiscal years.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

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

Cooperative Agreement (4 Copies); Three Consulting Agreements (1 copy each)



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: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cathy Patton – (707) 565-2073

Supervisorial District(s):

Countywide

Title: Quarterly Treasury Financial Report

Recommended Actions:

To review and approve the quarterly Treasury Financial Report – July 1 through September 30, 2013

Executive Summary:

In accordance with California Government code, the County Treasurer may provide quarterly investment reports of Pooled Investment Funds to the Board of Supervisors, any local agency participating in the fund and the Treasury Oversight Committee. The Government Code requires the County Treasurer to certify that sufficient cash flow is available for the next six months to meet the expected demands of all pool participants. The attached report outlines the current investments of the pool, their market values, weighted average maturity and yields. The report also includes the Treasurer's certification of adequate cash flow.

SONOMA COUNTY POOLED INVESTMENTS PROGRAM – For the Quarter Ending September 30, 2013

Beginning Fund Balance (04-01-13)	\$1,504,737,374
Ending Fund Balance	\$1,282,726,437
Average Daily Fund Balance	\$1,325,205,185
Total Interest Earned (after fees)	\$ 2,279,681
Interest Rate (after fees)	0.682
Interest Rate (before fees)	0.765

TOTAL FUNDS MANAGED BY TREASURY – (including Deferred Compensation, Tobacco Endowment, Special TRAN Investments, Active Accounts and Money in Transit)

Total Treasury Balance \$1,583,655,690

We respectfully submit the quarterly investment report for the quarter ending September 30, 2013.

Prior Board Actions:			
A financial report is submitted from the Sonoma County Treasury on a quarterly basis			
Strategic Plan Alignment		Goal 4: Civic Services and Engagement	
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (If Required):			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Quarterly Report and Certification of the County Treasurer – Quarter Ending September 30, 2013			
Related Items “On File” with the Clerk of the Board:			

**QUARTERLY REPORT AND CERTIFICATION
OF THE COUNTY TREASURER
For Quarter Ending September 30, 2013**

The Government Code requires the County Treasurer to render a Quarterly Report to the County Administrator, the Board of Supervisors, the County Auditor, the Treasury Oversight Committee, and the participants of the Treasury Pool.

The Quarterly Report shall state compliance of the portfolio to the County Investment Policy and denote the ability of the pool to meet its pool's expenditures for the next six months, or provide an explanation as to why sufficient money shall or may not be available.

COMPLIANCE CERTIFICATION

I certify that the investments of the Sonoma County Investment Pool are in compliance with the County Investment Policy.

I further certify that the pool has sufficient cash flow available to meet all budgeted expenditure requirements for the next six months.



David E. Sundstrom
Treasurer
County of Sonoma

SONOMA COUNTY POOLED INVESTMENT PROGRAM
For Quarter Ending September 30, 2013

BEGINNING FUND BALANCE (07/01/2013)	\$1,504,737,374
ENDING FUND BALANCE	\$1,282,726,437
AVERAGE DAILY FUND BALANCE	\$1,325,205,185
TOTAL INTEREST EARNED (after fees)	\$2,279,681
INTEREST RATE (after fees)	0.682
INTEREST RATE (before fees)	0.765

TOTAL FUNDS MANAGED BY TREASURY

TOTAL TREASURY BALANCE (including deferred compensation, tobacco endowment, special TRAN investments, active bank accounts and money in transit)	\$1,583,655,690
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SONOMA COUNTY QUARTERLY INVESTMENT REPORT For Quarter Ending September 30, 2013

INVESTMENT POOL YIELD:

The yield during this quarter is .765% before fees and .682% after fees.

MARKET VALUE:

The market value of the portfolio as of September 30, 2013, is at 99.39% of cost. The market values are up from the last Quarterly Report. Market values were obtained from Sungard Financial Systems and Bloomberg.

REVERSE REPURCHASE AGREEMENTS:

The pool has no reverse repurchase agreements.

WEIGHTED AVERAGE MATURITY:

The weighted average days to maturity is 1,163 days.

Excluding SCEIP investments, the weighted average days to maturity is 1,029 days.

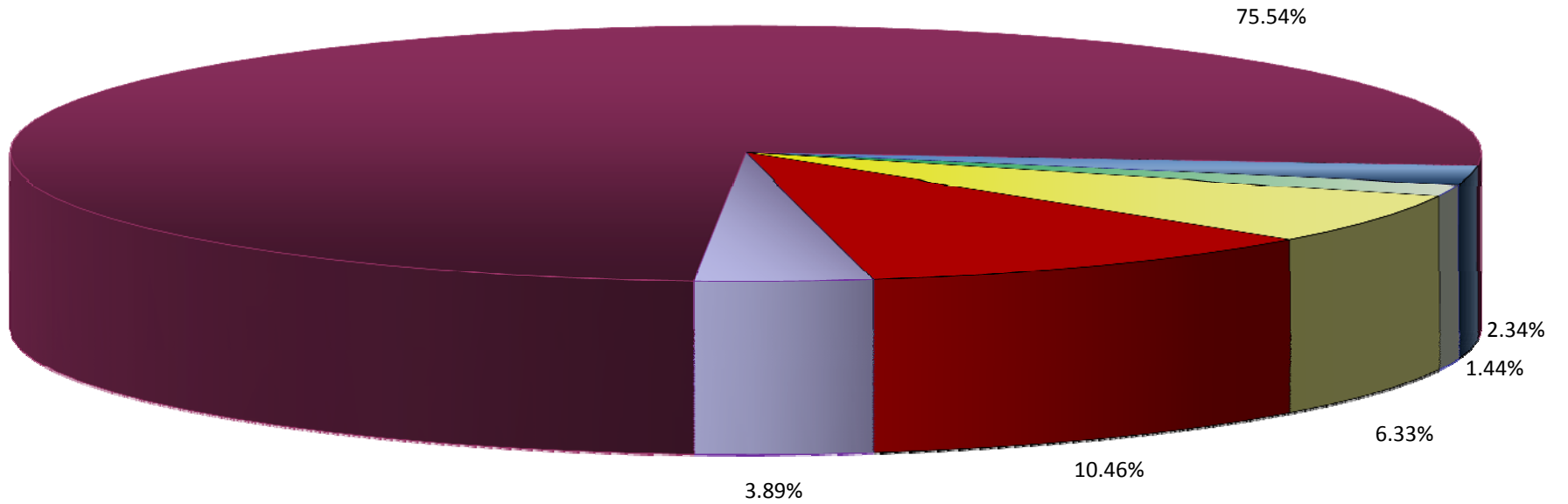
CHARTS:

- Chart 1:** The composition of the Investment Pool by the type of investment.
Chart 2: Interest earnings of the Sonoma County Investment Pool compared to FED FUNDS and Local Agency Investment Fund.

DETAILED LISTING OF INVESTMENTS:

A detailed listing of all investments for the Pooled Investment Fund is located at the end of this report.

SONOMA COUNTY'S POOLED INVESTMENTS AS OF 9/30/2013



■ OTHER GOVERNMENT POOLS & JPA's 3.89%

■ OTHER GOVERNMENTS 75.54%

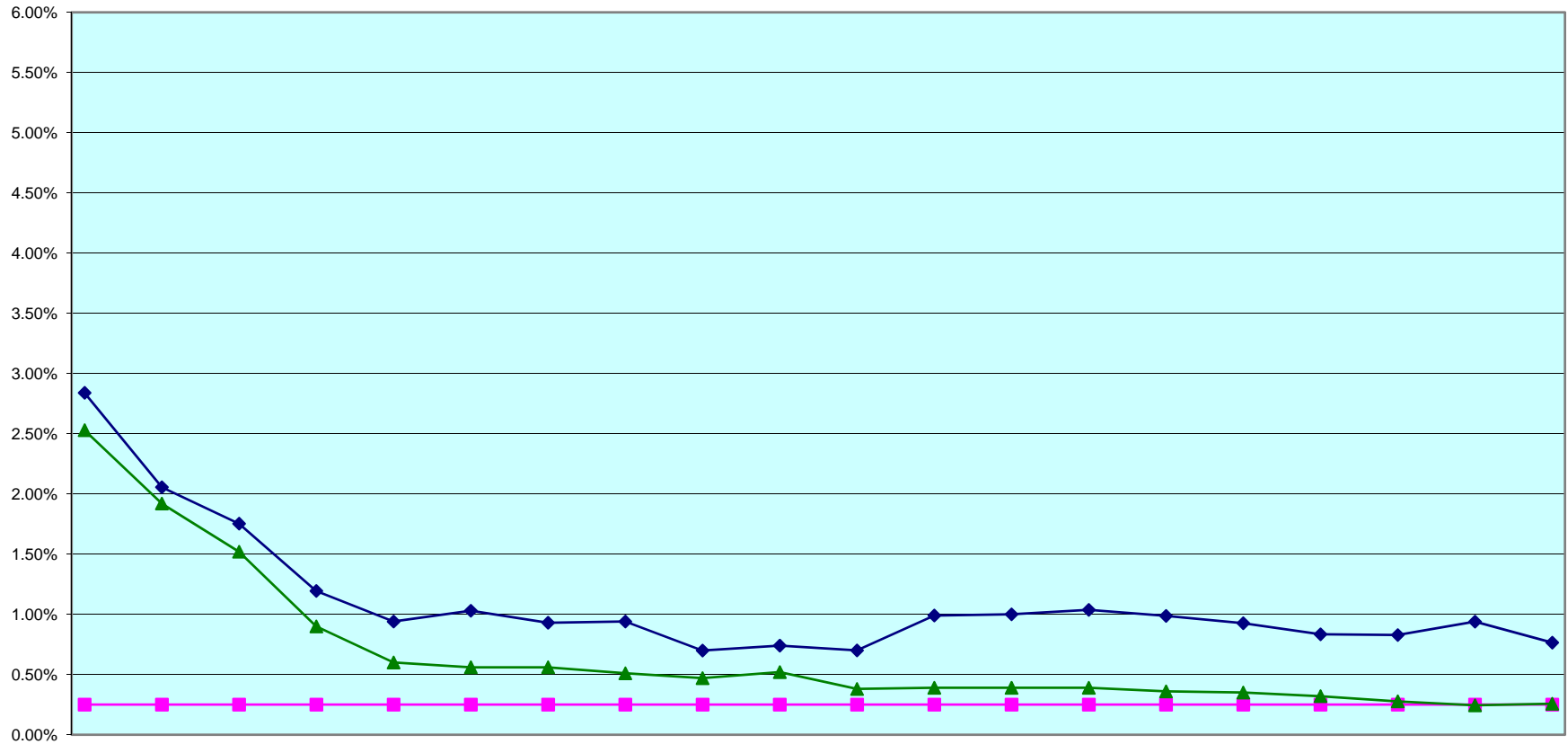
■ TREASURY BILLS AND NOTES 2.34%

■ CASH, CHECKS, AND WARRANTS 1.44%

■ MONEY MARKET MUTUAL FUNDS 6.33%

■ CORPORATE BONDS AND NOTES 10.46%

SONOMA COUNTY TREASURER INVESTMENT POOL QUARTERLY YIELD COMPARISON



	Dec-08	Mar-09	Jun-09	Sep-09	Dec-09	Mar-10	Jun-10	Sep-10	Dec-10	Mar-11	Jun-11	Sep-11	Dec-11	Mar-12	Jun-12	Sep-12	Dec-12	Mar-13	Jun-13	Sep-13
Pool	2.84%	2.06%	1.75%	1.19%	0.94%	1.03%	0.93%	0.94%	0.70%	0.74%	0.70%	0.99%	1.00%	1.04%	0.99%	0.93%	0.83%	0.83%	0.94%	0.77%
Fed Fund	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
LAIF	2.53%	1.92%	1.52%	0.90%	0.60%	0.56%	0.56%	0.51%	0.47%	0.52%	0.38%	0.39%	0.39%	0.39%	0.36%	0.35%	0.32%	0.28%	0.24%	0.26%

*This does not include special TRAN investments & deferred compensation
 Source: County of Sonoma, Office of the Auditor-Controller-Treasurer-Tax Collector

BOOK VALUE

CHECKS AND WARRANTS IN TRANSIT	\$508,913
CASH IN VAULT	\$138,921
CASH IN BANK	\$17,954,810
TREASURY BILLS AND NOTES	\$29,998,308
BANKERS ACCEPTANCES	\$0
OTHER GOVERNMENTS	\$968,923,311
COMMERCIAL PAPER	\$0
CORPORATE BONDS AND NOTES	\$134,123,690
NEGOTIABLE CERTIFICATES OF DEPOSIT	\$0
OTHER GOVERNMENT POOLS AND JPA'S	\$49,863,310
MONEY MARKET MUTUAL FUNDS	\$81,215,173
TOTAL	\$1,282,726,437

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF SEPTEMBER 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
TREASURY NOTES	05/15/2015	11/27/2012	.25000	.31363	15,000,000.00	14,984,592.26
TREASURY NOTES	06/15/2015	11/27/2012	.37500	.32110	15,000,000.00	15,013,716.00
SUBTOTAL TREASURY BILLS AND NOTES			2.34%		30,000,000.00	29,998,308.26
2013 SERIES A	11/15/2013	08/28/2013	.08000	.08000	1,700,000.00	1,700,000.00
2013 SERIES B	11/15/2013	08/28/2013	.08000	.08000	440,000.00	440,000.00
FEDERAL FARM CREDIT BANK	04/21/2014	08/31/2011	.19000	.26765	10,000,000.00	9,996,123.45
FEDERAL HOME LOAN BANK	04/29/2014	04/29/2013	.17000	.17000	10,000,000.00	10,000,000.00
AIRPORT NOTE 2014-1	06/30/2014	07/01/2013	1.30000	1.30000	500,000.00	500,000.00
AIRPORT NOTE 2014-2	06/30/2014	07/01/2013	1.30000	1.30000	310,000.00	310,000.00
FAIR 2014-1	06/30/2014	07/01/2013	1.30000	1.30000	1,200,000.00	1,200,000.00
HRMS 2013-1	06/30/2014	07/01/2013	1.25400	1.25400	1,925,000.00	1,925,000.00
SCEIP 2009A-5	09/02/2014	08/03/2009	3.00000	3.00000	644.41	644.41
SCEIP 2009B-5	09/02/2014	09/01/2009	3.00000	3.00000	1,470.07	1,470.07
2013 SERIES A	11/15/2014	08/28/2013	.42000	.42000	1,665,000.00	1,665,000.00
2013 SERIES B	11/15/2014	08/28/2013	.42000	.42000	430,000.00	430,000.00
FEDERAL HOME LOAN BANK	12/26/2014	12/26/2012	.32000	.32000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	04/15/2015	04/15/2013	.25000	.28764	20,000,000.00	19,988,472.62
FHLMC	04/29/2015	04/29/2013	.32000	.32000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	06/18/2015	12/26/2012	.32000	.36463	10,000,000.00	9,992,394.90
FEDERAL FARM CREDIT BANK	07/15/2015	04/17/2013	.29000	.33477	10,000,000.00	9,992,039.07
FHLMC	07/24/2015	07/24/2013	.50000	.50000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	07/29/2015	02/06/2013	.34000	.40083	10,000,000.00	9,988,936.88
FEDERAL HOME LOAN BANK	07/30/2015	02/04/2013	.37500	.37500	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	07/30/2015	03/21/2013	.37500	.37500	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	08/28/2015	02/28/2013	.40000	.40000	10,000,000.00	10,000,000.00
SCEIP 2009C-5	09/02/2015	11/02/2009	3.00000	3.00000	13,126.04	13,126.04
SCEIP 2009D-5	09/02/2015	12/01/2009	3.00000	3.00000	1,394.80	1,394.80
SCEIP 2010A-5	09/02/2015	01/04/2010	3.00000	3.00000	7,540.57	7,540.57
SCEIP 2010B-5	09/02/2015	03/01/2010	3.00000	3.00000	31,089.57	31,089.57
SCEIP 2010C-5	09/02/2015	04/01/2010	3.00000	3.00000	5,070.87	5,070.87
SCEIP 2010D-5	09/02/2015	06/30/2010	3.00000	3.00000	2,233.99	2,233.99
FEDERAL FARM CREDIT BANK	10/15/2015	04/15/2013	.32000	.36022	10,000,000.00	9,991,851.05
FEDERAL FARM CREDIT BANK	10/15/2015	12/26/2012	.42000	.42000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/13/2015	05/15/2013	.32000	.32000	10,000,000.00	10,000,000.00
2013 SERIES A	11/15/2015	08/28/2013	.75000	.75000	1,680,000.00	1,680,000.00
2013 SERIES B	11/15/2015	08/28/2013	.75000	.75000	435,000.00	435,000.00
FEDERAL FARM CREDIT BANK	12/10/2015	12/10/2012	.23190	.23190	10,000,000.00	10,000,000.00
FHLMC	12/18/2015	03/18/2013	.40000	.42748	10,000,000.00	9,993,970.14
FEDERAL FARM CREDIT BANK	12/21/2015	12/21/2012	.41000	.42679	10,000,000.00	9,996,296.80
FEDERAL HOME LOAN BANK	12/28/2015	12/28/2012	.45000	.45000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	01/19/2016	04/19/2013	.34000	.34000	7,000,000.00	7,000,000.00
FEDERAL FARM CREDIT BANK	02/01/2016	04/11/2013	.40000	.40000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	02/24/2016	03/05/2012	.80000	.87705	3,120,000.00	3,114,349.13
FEDERAL FARM CREDIT BANK	03/23/2016	07/31/2012	.62500	.62500	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	03/28/2016	03/28/2013	.50000	.51682	10,000,000.00	9,995,853.09
FHLMC	04/04/2016	10/04/2012	.60000	.60000	5,850,000.00	5,850,000.00
FEDERAL FARM CREDIT BANK	04/20/2016	04/20/2011	.25000	.25511	10,000,000.00	9,998,724.68
FEDERAL HOME LOAN BANK	04/22/2016	04/22/2013	.47000	.47000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	04/29/2016	07/29/2013	.75000	.75000	7,000,000.00	7,000,000.00
FEDERAL FARM CREDIT BANK	05/02/2016	08/02/2012	.59000	.61708	10,000,000.00	9,993,084.58

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF SEPTEMBER 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERAL FARM CREDIT BANK	06/27/2016	09/27/2012	.59000	.59000	5,000,000.00	5,000,000.00
FEDERAL FARM CREDIT BANK	06/27/2016	09/28/2012	.59000	.59000	15,650,000.00	15,650,000.00
FEDERAL NATL MTG ASSN	06/27/2016	09/28/2012	.62000	.62000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	07/15/2016	04/15/2013	.55000	.55625	10,000,000.00	9,998,284.75
FEDERAL FARM CREDIT BANK	07/19/2016	07/24/2012	.71000	.71000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	08/15/2016	02/15/2013	.60000	.62893	10,000,000.00	9,991,785.46
AIRPORT NOTE 2014-1	09/10/2016	09/19/2013	1.60000	1.60000	10,000,000.00	10,000,000.00
FHLMC	09/14/2016	03/14/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	09/26/2016	09/27/2012	.68000	.68000	12,875,000.00	12,875,000.00
FEDERAL NATL MTG ASSN	09/26/2016	03/26/2013	.65000	.65000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/03/2016	04/03/2013	.64000	.64000	11,750,000.00	11,750,000.00
FEDERAL HOME LOAN BANK	10/11/2016	04/11/2013	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/17/2016	11/30/2012	.62500	.62500	14,795,000.00	14,795,000.00
FEDERAL HOME LOAN BANK	10/24/2016	11/09/2012	.62500	.63140	10,000,000.00	9,998,063.98
FEDERAL HOME LOAN BANK	10/25/2016	01/25/2013	.65000	.65000	6,530,000.00	6,530,000.00
2013 SERIES A	11/15/2016	08/28/2013	1.14000	1.14000	1,695,000.00	1,695,000.00
2013 SERIES B	11/15/2016	08/28/2013	1.14000	1.14000	435,000.00	435,000.00
FEDERAL FARM CREDIT BANK	11/21/2016	12/04/2012	.62000	.63278	10,350,000.00	10,345,900.75
FEDERAL FARM CREDIT BANK	12/05/2016	12/05/2012	.61000	.61000	11,000,000.00	11,000,000.00
FEDERAL HOME LOAN BANK	01/25/2017	01/25/2013	.70000	.70000	2,750,000.00	2,750,000.00
FHLMC	02/24/2017	08/13/2013	1.10000	1.10000	5,000,000.00	5,000,000.00
FHLMC	03/21/2017	03/21/2013	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	03/24/2017	09/24/2012	.50000	.50225	10,000,000.00	9,999,226.55
FEDERAL HOME LOAN BANK	04/24/2017	04/24/2012	.46500	.46500	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	06/05/2017	12/05/2012	.77000	.78360	25,000,000.00	24,987,738.90
FEDERAL NATL MTG ASSN	06/20/2017	06/20/2012	1.00000	1.00000	8,765,000.00	8,765,000.00
FEDERAL NATL MTG ASSN	06/28/2017	06/28/2012	1.12500	1.12500	15,000,000.00	15,000,000.00
FHLMC	07/24/2017	07/24/2012	1.12500	1.13532	20,000,000.00	19,992,376.76
FEDERAL FARM CREDIT BANK	08/07/2017	08/07/2012	.97000	.97000	15,000,000.00	15,000,000.00
FEDERAL HOME LOAN BANK	08/09/2017	08/09/2012	1.00000	1.00514	15,000,000.00	14,997,108.40
FEDERAL NATL MTG ASSN	08/14/2017	08/14/2012	.62500	.62500	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/16/2017	08/16/2012	.75000	.75408	10,000,000.00	9,998,450.14
FEDERAL NATL MTG ASSN	08/23/2017	08/23/2012	.95000	.95000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	08/28/2017	08/28/2012	1.10000	1.10000	5,000,000.00	5,000,000.00
FEDERAL NATL MTG ASSN	08/30/2017	11/30/2012	.90000	.90000	12,500,000.00	12,500,000.00
FEDERAL HOME LOAN BANK	09/06/2017	09/06/2012	1.08000	1.08000	7,425,000.00	7,425,000.00
FHLMC	09/12/2017	09/17/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL FARM CREDIT BANK	10/10/2017	10/10/2012	.90000	.90000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/16/2017	10/16/2012	1.00000	1.00000	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	10/23/2017	10/26/2012	.90000	.92054	10,000,000.00	9,991,865.04
FEDERAL NATL MTG ASSN	10/30/2017	02/27/2013	.85000	.89928	10,760,000.00	10,738,855.25
FEDERAL NATL MTG ASSN	11/08/2017	11/09/2012	.62500	.63518	10,000,000.00	9,995,893.13
2013 SERIES A	11/15/2017	08/28/2013	1.55000	1.55000	1,715,000.00	1,715,000.00
2013 SERIES B	11/15/2017	08/28/2013	1.55000	1.55000	445,000.00	445,000.00
FEDERAL FARM CREDIT BANK	11/20/2017	11/20/2012	.85000	.85000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	11/27/2017	11/27/2012	.90000	.90000	15,000,000.00	15,000,000.00
FEDERAL FARM CREDIT BANK	11/28/2017	11/28/2012	.92000	.92000	20,000,000.00	20,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.80000	.80000	10,000,000.00	10,000,000.00
FEDERAL NATL MTG ASSN	12/13/2017	12/13/2012	.70000	.72550	10,000,000.00	9,989,498.91
FHLMC	12/20/2017	12/20/2012	.92000	.92000	13,810,000.00	13,810,000.00
FEDERAL HOME LOAN BANK	12/28/2017	12/28/2012	.95000	.95000	15,000,000.00	15,000,000.00
FHLMC	01/11/2018	01/11/2013	1.00000	1.00822	15,000,000.00	14,994,864.18

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF SEPTEMBER 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FHLMC	01/16/2018	01/16/2013	1.05000	1.05000	20,000,000.00	20,000,000.00
FEDERAL HOME LOAN BANK	01/30/2018	01/30/2013	1.00000	1.00000	10,000,000.00	10,000,000.00
FHLMC	04/02/2018	04/02/2013	1.12500	1.12500	10,000,000.00	10,000,000.00
FEDERAL HOME LOAN BANK	04/30/2018	04/30/2013	.75000	.75000	10,000,000.00	10,000,000.00
FHLMC	04/30/2018	04/30/2013	1.05000	1.05000	5,000,000.00	5,000,000.00
FEDERAL HOME LOAN BANK	06/12/2018	06/12/2013	1.40000	1.40727	10,000,000.00	9,996,712.76
FEDERAL HOME LOAN BANK	06/19/2018	06/19/2013	1.62500	1.62500	5,000,000.00	5,000,000.00
FHLMC	06/26/2018	06/26/2013	1.40000	1.40000	5,000,000.00	5,000,000.00
FHLMC	07/30/2018	07/30/2013	2.00000	2.00000	2,150,000.00	2,150,000.00
FEDERAL NATL MTG ASSN	08/28/2018	08/28/2013	1.85000	1.85000	10,000,000.00	10,000,000.00
SCEIP 2009A-10	09/02/2019	07/01/2009	3.00000	3.00000	90,044.41	90,044.41
SCEIP 2009B-10	09/02/2019	08/03/2009	3.00000	3.00000	104,123.37	104,123.37
SCEIP 2009C-10	09/02/2019	09/01/2009	3.00000	3.00000	67,811.07	67,811.07
SCEIP 2009D-10	09/02/2019	10/01/2009	3.00000	3.00000	577,059.67	577,059.67
SCEIP 2009E-10	09/02/2020	11/02/2009	3.00000	3.00000	105,671.53	105,671.53
SCEIP 2009F-10	09/02/2020	12/01/2009	3.00000	3.00000	98,277.45	98,277.45
SCEIP 2010A-10	09/02/2020	01/04/2010	3.00000	3.00000	136,665.06	136,665.06
SCEIP 2010B-10	09/02/2020	02/01/2010	3.00000	3.00000	67,954.65	67,954.65
SCEIP 2010C-10	09/02/2020	03/01/2010	3.00000	3.00000	131,910.53	131,910.53
SCEIP 2010D-10	09/02/2020	04/01/2010	3.00000	3.00000	87,621.89	87,621.89
SCEIP 2010E-10	09/02/2020	05/03/2010	3.00000	3.00000	38,294.08	38,294.08
SCEIP 2010F-10	09/02/2020	06/01/2010	3.00000	3.00000	157,968.23	157,968.23
SCEIP 2010G-10	09/02/2020	06/30/2010	3.00000	3.00000	142,517.70	142,517.70
SCEIP 2010H-10	09/02/2020	08/02/2010	3.00000	3.00000	185,438.87	185,438.87
SCEIP 2010I-10	09/02/2020	09/01/2010	3.00000	3.00000	48,203.66	48,203.66
SCEIP 2010J-10	09/02/2021	10/01/2010	3.00000	3.00000	63,713.65	63,713.65
SCEIP 2010L-10	09/02/2021	12/01/2010	3.00000	3.00000	210,427.36	210,427.36
SCEIP 2011A-10	09/02/2021	01/03/2011	3.00000	3.00000	34,119.18	34,119.18
SCEIP 2011B-10	09/02/2021	02/01/2011	3.00000	3.00000	79,639.92	79,639.92
SCEIP 2011C-10	09/02/2021	03/01/2011	3.00000	3.00000	64,506.77	64,506.77
SCEIP 2011D-10	09/02/2021	04/01/2011	3.00000	3.00000	235,197.80	235,197.80
SCEIP 2011E-10	09/02/2021	05/02/2011	3.00000	3.00000	44,324.66	44,324.66
SCEIP 2011F-10	09/02/2021	06/01/2011	3.00000	3.00000	147,843.67	147,843.67
SCEIP 2011G-10	09/02/2021	06/30/2011	3.00000	3.00000	35,146.86	35,146.86
SCEIP 2011H-10	09/02/2021	08/01/2011	3.00000	3.00000	148,596.42	148,596.42
SCEIP 2011I-10	09/02/2021	09/01/2011	3.00000	3.00000	102,504.86	102,504.86
SCEIP 2010K-10	09/21/2021	11/01/2010	3.00000	3.00000	79,400.63	79,400.63
SCEIP 2011J-10	09/02/2022	10/03/2011	3.00000	3.00000	11,779.78	11,779.78
SCEIP 2011K-10	09/02/2022	11/01/2011	3.00000	3.00000	110,763.64	110,763.64
SCEIP 2011L-10	09/02/2022	12/01/2011	3.00000	3.00000	27,318.21	27,318.21
SCEIP 2012A-10	09/02/2022	01/03/2012	3.00000	3.00000	24,405.99	24,405.99
SCEIP 2012B-10	09/02/2022	02/01/2012	3.00000	3.00000	13,256.78	13,256.78
SCEIP 2012C-10	09/02/2022	03/01/2012	3.00000	3.00000	11,486.16	11,486.16
SCEIP 2012D-10	09/02/2022	04/02/2012	3.00000	3.00000	28,869.12	28,869.12
SCEIP 2012F-10	09/02/2022	06/01/2012	3.00000	3.00000	57,264.00	57,264.00
SCEIP 2012G-10	09/02/2022	06/29/2012	3.00000	3.00000	7,327.38	7,327.38
SCEIP 2012H-10	09/02/2022	08/01/2012	3.00000	3.00000	60,345.44	60,345.44
SCEIP 2012I-10	09/02/2022	09/04/2012	3.00000	3.00000	12,595.36	12,595.36
SCEIP 2012J-10	09/02/2023	11/01/2012	3.00000	3.00000	91,921.49	91,921.49
SCEIP 2012K-10	09/02/2023	12/03/2012	3.00000	3.00000	9,374.99	9,374.99
SCEIP 2013A-10	09/02/2023	01/02/2013	3.00000	3.00000	10,429.58	10,429.58
SCEIP 2013B-10	09/02/2023	02/01/2013	3.00000	3.00000	12,526.98	12,526.98

SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY AS OF SEPTEMBER 30, 2013



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
SCEIP 2013C-10	09/02/2023	03/01/2013	3.00000	3.00000	61,282.47	61,282.47
SCEIP 2013D-10	09/02/2023	04/01/2013	3.00000	3.00000	22,530.66	22,530.66
SCEIP 2013E-10	09/02/2023	05/01/2013	3.00000	3.00000	20,670.15	20,670.15
SCEIP 2013F-10	09/02/2023	06/03/2013	3.00000	3.00000	45,365.82	45,365.82
SCEIP 2013H-10	09/02/2023	08/01/2013	3.00000	3.00000	40,276.32	40,276.32
SCEIP 2013I-10	09/02/2023	09/03/2013	3.00000	3.00000	35,495.25	35,495.25
SCEIP 2009B-20	09/02/2029	06/01/2009	3.00000	3.00000	208,831.07	208,831.07
SCEIP 2009C-20	09/02/2029	07/01/2009	3.00000	3.00000	294,264.62	294,264.62
SCEIP 2009D-20	09/02/2029	08/03/2009	3.00000	3.00000	568,866.11	568,866.11
SCEIP 2009E-20	09/02/2029	09/01/2009	3.00000	3.00000	3,136,963.71	3,136,963.71
SCEIP 2009F-20	09/02/2029	10/01/2009	3.00000	3.00000	1,225,448.52	1,225,448.52
SCEIP 2009G-20	09/02/2030	11/02/2009	3.00000	3.00000	1,284,821.17	1,284,821.17
SCEIP 2009H-20	09/02/2030	12/01/2009	3.00000	3.00000	2,041,943.34	2,041,943.34
SCEIP 2010A-20	09/02/2030	01/04/2010	3.00000	3.00000	2,129,436.10	2,129,436.10
SCEIP 2010B-20	09/02/2030	02/01/2010	3.00000	3.00000	1,456,328.09	1,456,328.09
SCEIP 2010C-20	09/02/2030	03/01/2010	3.00000	3.00000	1,458,438.43	1,458,438.43
SCEIP 2010D-20	09/02/2030	04/01/2010	3.00000	3.00000	1,568,183.86	1,568,183.86
SCEIP 2010E-20	09/02/2030	05/03/2010	3.00000	3.00000	1,185,166.75	1,185,166.75
SCEIP 2010F-20	09/02/2030	06/01/2010	3.00000	3.00000	1,573,138.82	1,573,138.82
SCEIP 2010G-20	09/02/2030	06/30/2010	3.00000	3.00000	1,182,979.62	1,182,979.62
SCEIP 2010H-20	09/02/2030	08/02/2010	3.00000	3.00000	1,454,693.31	1,454,693.31
SCEIP 2010I-20	09/02/2030	09/01/2010	3.00000	3.00000	1,279,902.12	1,279,902.12
SCEIP 2010J-20	09/02/2031	10/01/2010	3.00000	3.00000	814,447.06	814,447.06
SCEIP 2010K-20	09/02/2031	11/01/2010	3.00000	3.00000	1,082,857.27	1,082,857.27
SCEIP 2010L-20	09/02/2031	12/01/2010	3.00000	3.00000	1,282,098.98	1,282,098.98
SCEIP 2011A-20	09/02/2031	01/03/2011	3.00000	3.00000	1,085,099.28	1,085,099.28
SCEIP 2011B-20	09/02/2031	02/01/2011	3.00000	3.00000	1,010,240.52	1,010,240.52
SCEIP 2011C-20	09/02/2031	03/01/2011	3.00000	3.00000	842,345.99	842,345.99
SCEIP 2011D-20	09/02/2031	04/01/2011	3.00000	3.00000	889,793.55	889,793.55
SCEIP 2011E-20	09/02/2031	05/02/2011	3.00000	3.00000	629,562.59	629,562.59
SCEIP 2011F-20	09/02/2031	06/01/2011	3.00000	3.00000	575,967.53	575,967.53
SCEIP 2011G-20	09/02/2031	06/30/2011	3.00000	3.00000	1,114,931.53	1,114,931.53
SUBTOTAL OTHER GOVERNMENTS		75.54%			969,094,589.78	968,923,311.13
GE CAP CORP MTN	05/13/2014	08/14/2012	5.90000	.73011	2,168,000.00	2,236,293.45
GE CAP CORP MTN	11/14/2014	03/13/2012	3.75000	1.05036	5,000,000.00	5,148,492.97
CATERPILLAR	03/26/2015	04/09/2013	1.05000	.36003	8,000,000.00	8,081,542.91
WELLS FARGO CO MTN	07/01/2015	02/06/2013	1.50000	.78515	7,100,000.00	7,187,903.99
WELLS FARGO CO MTN	07/01/2015	07/02/2013	1.50000	.83019	9,600,000.00	9,711,637.79
WELLS FARGO CO MTN	07/01/2015	08/09/2013	1.50000	.74522	8,645,000.00	8,771,791.80
APPLE	05/03/2016	06/10/2013	.45000	.60026	7,000,000.00	6,976,289.82
WELLS FARGO CO MTN	06/15/2016	03/28/2013	3.67600	1.03498	10,000,000.00	10,700,260.78
TOYOTA	06/20/2016	12/20/2012	.65000	.65000	15,000,000.00	15,000,000.00
GE CAP CORP MTN	04/27/2017	11/06/2012	2.30000	1.41507	5,000,000.00	5,152,679.00
WELLS FARGO CO MTN	05/08/2017	11/06/2012	2.10000	1.36301	5,000,000.00	5,128,380.48
CATEPILLAR	11/06/2017	12/03/2012	1.25000	1.10708	5,000,000.00	5,028,417.19
GE CAP CORP MTN	12/07/2017	12/07/2012	1.00000	1.00000	25,000,000.00	25,000,000.00
TOYOTA	12/20/2017	12/20/2012	1.00000	1.00000	20,000,000.00	20,000,000.00
SUBTOTAL CORPORATE NOTES AND BONDS		10.46%			132,513,000.00	134,123,690.18

**SONOMA COUNTY TREASURY POOLED INVESTMENT INVENTORY
AS OF SEPTEMBER 30, 2013**



Description	Maturity Date	Purchase Date	Coupon Rate	Trading Yield	Current Par / Shares	Current Book / Shares
FEDERATED MUTUAL FUND	10/31/2013	09/30/2011	.02897	.02897	41,618,324.78	41,618,324.78
CAMP	10/31/2013	07/08/2002	.07188	.07188	39,596,848.19	39,596,848.19
SUBTOTAL MONEY MARKET MUTUAL FUNDS		6.33%			81,215,172.97	81,215,172.97
LOCAL AGENCY INVESTMENT FUND	10/31/2013	11/04/2002	.25665	.25665	49,863,309.71	49,863,309.71
SUBTOTAL GOVERNMENT POOLS AND JPA'S		3.89%			49,863,309.71	49,863,309.71
CASH IN BANK		1.40%			17,954,809.93	17,954,809.93
CHECK AND WARRANTS IN TRANSIT		0.04%			508,913.25	508,913.25
CASH IN VAULT		0.01%			138,921.17	138,921.17
GRAND TOTAL		100%			1,281,288,716.81	1,282,726,436.60



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: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Rabbit 565-2241

Supervisorial District(s):

Second

Title: Original jurisdiction for modification of a public recycling facility; Novato Disposal Service Inc. PLP02-0072.

Recommended Actions:

Approval of Board of Supervisors exercising original jurisdiction for the modification of a Use Permit (PLP02-0072) for a public recycling facility for Novato Disposal Service Inc., located at 2543 Petaluma Blvd. S., Petaluma; APN 019-220-038.

Executive Summary:

This request is related to the appeal (ADA10-0005) of a Planning Commission decision regarding allowed uses at an existing public recycling facility operated by Novato Disposal Service Inc. This request for modification of the recycling facility's Use Permit (PLP02-0072) covers the same issues that were raised in the Planning Commission appeal. Holding both the appeal hearing and the Use Permit modification hearing at the same time before the Board will allow all relevant issues to be addressed in the most efficient manner possible.

The proposed Use Permit (PLP02-0072) modification for Novato Disposal Service Inc. would:

1. Replace the allowed 500 Tons Per Day (TPD) of light processing and recycling (including cardboard) with 295 TPD recycling consisting of:
 - a. 130 TPD of CDI (Construction Demolition and Inert Debris), plus
 - b. 140 TPD of Source Separated Single Stream Recycling material, plus
 - c. 25 TPD of cardboard recycling

All CDI (Construction Demolition and Inert Debris) and Source Separated Single Stream Recycling processing is to occur inside the existing recycling building which has a concrete floor and fire suppression system. A mist system for reducing dust will be installed prior to CDI recycling. All cardboard baling to occur in its existing location.

2. Elimination of the approved public recycling buy back center.
3. Elimination of the approved portable toilet rental business.
4. Elimination of the approved tire recycling operation.
5. Minor design changes to the previously approved canopy's over existing concrete/asphalt work areas on the south and north side of the maintenance/mechanic building.
6. Change hours of operation to 24 hours per day.

Supervisor Rabbitt requests the Board exercise original jurisdiction over the application due to the desire for timely County review and consideration of the proposed project in relation to the related appeal of a Planning Commission decision (ADA10-0005). Holding both the appeal hearing and the Use Permit modification hearing at the same time before the Board will allow all relevant issues to be addressed in the most efficient way possible.

Prior Board Actions: None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Processing projects in an efficient and timely manner supports economic development in the County.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

This is an 'at cost' project paid for by the applicant, so no impact to County finances are expected.

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



County of Sonoma

State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

PLP02-0072 Ken Ellison

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Taking Original Jurisdiction Over The Request To Modify The Existing Use Permit (PLP02-0072) For A Public Recycling Center For Novato Disposal Service Inc. Located At 2543 Petaluma Blvd. S., Petaluma; APN 019-220-038.

Whereas, the Sonoma County Permit and Resource Management Department has received an application requesting to modify the existing Use Permit (PLP02-0072) for a public recycling center for Novato Disposal Service Inc. located at 2543 Petaluma Blvd. S., Petaluma; APN 019-220-038; Zoned M1 (Limited Urban Industrial District) – B8 – F2 (Flood Plain Combining District); Supervisorial District 2; and

Whereas, the proposed project is related to the appeal (ADA10-0005) of a Planning Commission decision regarding allowed uses at an existing public recycling facility operated by Novato Disposal Service Inc.; and

Whereas, the proposed Use Permit modification of the recycling facility's existing permit (PLP02-0072) covers the same issues that were raised in the Planning Commission appeal; and

Whereas, holding both the appeal hearing and the Use Permit modification hearing at the same time before the Board will allow all relevant issues to be addressed in the most efficient way possible; and

Whereas, recycling facilities are an important part of the County's infrastructure.

Now, Therefore, Be It Resolved that the Board of Supervisors hereby takes original jurisdiction over the request for the proposed modification of the existing Use Permit (PLP02-0072) for a public recycling center for Novato Disposal Service Inc.

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

Resolution #
Date: November 12, 2013
Page 2

95403.

Supervisors:

Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt, 565-2241

Supervisorial District(s):

Second

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

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for FY 13/14: Petaluma Music Festival, \$1,500.

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 Second District has reviewed applications and wishes to recommend the following FY 13/14 advertising grant award:

- 1.) Petaluma Music Festival for advertising and promotions activities for FY 13/14 in the amount of \$1,500.

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 2 in 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	\$ 1,500	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,500
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,500	Total Sources	\$ 1,500

Narrative Explanation of Fiscal Impacts (If Required):

Funds are included in the FY 13/14 budget. Following today's actions, \$14,532 will remain for award.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

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: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Veronica Ferguson, (707) 565-2431

Supervisorial District(s):

All

Title: Personal Services Agreement – Director, Fire and Emergency Services

Recommended Actions:

Authorize the County Administrator to execute a Personal Services Agreement with Alfred Terrell as Director of Fire and Emergency Services, from December 2, 2013 through December 2, 2016.

Executive Summary:

Attached for the Board's consideration is a 3 year Personal Services Agreement with Alfred Terrell in the capacity of the Director of Fire and Emergency Services. The requested action is to authorize the County Administrator to execute the agreement.

Prior Board Actions:

Prior personal services agreements have been in place for the position of Director of Fire and Emergency Services and the prior incumbent retired in November 2013.

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

This position provides management support in order to provide fire and emergency services in the county.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

The Director will be paid at "H" salary step, \$13,591 monthly salary. Ongoing annualizing salary associated with this position is \$163,092 and is incorporated in the FY 13-14 budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Agreement for Personal Services.

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

None.

AGREEMENT FOR PERSONAL SERVICES

DIRECTOR OF FIRE AND EMERGENCY SERVICES DEPARTMENT

This Agreement is made this 12th day of November 2013 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Al Terrell (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, COUNTY and EMPLOYEE are desirous of entering into a personal services agreement for the position of Director of Fire and Emergency Services Department; and

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Director of Fire and Emergency Services his position will be in the unclassified service under the Sonoma County Civil Service System;

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

1. Term of Employment. COUNTY hereby employs EMPLOYEE in the position of Director of Fire and Emergency Services Department for a period of three (3) years, commencing on December 2, 2013, and ending on December 2, 2016, subject, however, to termination as herein provided.

2. Duties. EMPLOYEE shall perform the duties of Director of Fire and Emergency Services Department as set forth in the County job specification, attached hereto as Exhibit A, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the COUNTY.

3. Compensation.

(a) EMPLOYEE's salary shall initially be set at the "H" step of the salary range for the position of Director of Fire and Emergency Services Department as set forth in the Sonoma County Salary Resolution 95-0926 ("Salary Resolution"). Any provisions of the Salary Resolution regarding merit increases or step advancements, including Sections 7.18 and 7.19, are not applicable or made part of this Agreement. EMPLOYEE may advance in the salary range, if the Board determines that EMPLOYEE is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same fringe benefits generally available to COUNTY department heads, as specified in the Salary Resolution.

(c) EMPLOYEE shall accrue vacation time at the rate applicable for management employees with ten (10) years of County service as set forth in the Sonoma County Salary Resolution.

(d) EMPLOYEE shall receive forty (40) hours of vacation time on commencement of the first day of County employment.

4. Performance review. The Board of Supervisors shall review EMPLOYEE's performance on an annual basis. If the Board provides EMPLOYEE with a satisfactory or better performance evaluation, EMPLOYEE shall be eligible to advance in the salary range.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, EMPLOYEE's employment shall automatically terminate, unless otherwise mutually extended by the parties.

6. Termination.

(a) EMPLOYEE may be terminated by the County Administrator with cause as provided in attachment B.

(b) EMPLOYEE may terminate his employment at any time by delivering to the County Administrator his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery.

(c) From the date upon which EMPLOYEE either resigns or is notified of the COUNTY's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his full time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the COUNTY. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as Director of Fire and Emergency Services Department.

(d) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY.

7. Nonassignability. EMPLOYEE shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of COUNTY.

8. Compliance with Law. EMPLOYEE shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of

EMPLOYEE constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving COUNTY of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for EMPLOYEE's termination with cause pursuant to this Agreement.

9. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. No Representations or Warranties on Tax or Retirement Issues. EMPLOYEE acknowledges and agrees that the COUNTY has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. EMPLOYEE further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes of calculating retirement benefits.

11. Conflict of Interest. EMPLOYEE covenants that he presently has no interest and 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 his duties required under this Agreement. EMPLOYEE shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. EMPLOYEE shall also complete and file a "Statement of Economic Interest" with the County, disclosing EMPLOYEE's financial interests, as required by the County's Conflict of Interest Code.

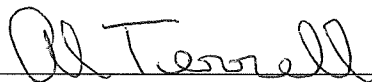
ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
COUNTY ADMINISTRATOR

EMPLOYEE



Al Terrell



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: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Fire & Emergency Services

Staff Name and Phone Number:

Roberta MacIntyre (707) 565-1152

Supervisorial District(s):

All

Title: Memorandum of Understanding with the City and County of San Francisco for the distribution of fiscal year 2013-2014 Urban Areas Security Initiative regional grant funds.

Recommended Actions: Authorize the Fire and Emergency Services Department Director to execute the fiscal year 2013-2014 Urban Areas Security Initiative Memorandum of Understanding with the City and County of San Francisco for the receipt of Urban Areas Security Initiative regional grant funds in the amount of \$203,804 for staff and computer-aided dispatch software.

Executive Summary: The United States Department of Homeland Security (DHS) has a Homeland Security Grant Program, which includes the Urban Areas Security Initiative (UASI) Program. The UASI Program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density Urban Areas and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism.

The fiscal year 2013-2014 (FY13-14) UASI grant to the San Francisco Bay Area was distributed using an annual risk assessment, capabilities, and gap analysis methodology. The Bay Area was further divided in four Planning Hubs. Sonoma County acts as the lead for the North Bay Hub consisting of Marin, Napa, Solano and Sonoma counties. Funding is allocated to projects within the Planning Hub using the above mentioned gap analysis methodology.

This Memorandum of Understanding (MOU) will cover the FY13-14 UASI regional grants funds Sonoma County has been awarded \$203,804 for the following two projects: \$96,000 for personnel costs to fund the UASI Program Manager position authorized for the Fire and Emergency Services Department in December 2011; \$107,804 to fund Computer-Aided Dispatch (CAD) interface software for Sonoma County, Napa County and CAL FIRE allowing these agencies to share CAD data and act as redundancy to one another. REDCOM will be responsible for project management.

Prior Board Actions: On January 15, 2013, the Board approved the FY12-13 MOU with the City and County of San Francisco for the distribution of UASI funds. The Board has also approved all prior annual UASI MOUs starting in FY06-07.

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

Community members are safe in their homes and communities. This is a facilitating investment to increase our risk awareness for our Operational Area Critical Infrastructure and Key Resources for both public and private sectors. Receiving grant funds also provides the opportunity to purchase and provide specialized equipment and training to enhance planning and response capabilities for our Emergency Managers and first responders. Our participation in the Bay Area UASI coupled with our Program and Planning Management efforts increase the likelihood of receiving future grant funds for facilitating investments.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 61,675		\$
Add Appropriations Req'd.	\$ 107,804	State/Federal	\$
	\$	Fees/Other	\$ 169,479
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 169,479	Total Sources	\$ 169,479

Narrative Explanation of Fiscal Impacts (If Required):

The Fire and Emergency Services 2013-2014 fiscal year budget adopted by the Board included \$61,675 in funding allocation for the UASI Program Manager position. The UASI FY13-14 MOU will allocate \$34,325 toward UASI Program Manager position and be included in the Fire and Emergency Services' FY14-15 budget for a total of \$96,000. The \$107,804 for the CAD interface software will be included in the FY13-14 consolidated budget adjustment requests. The total for all allocations for UASI FY13-14 MOU is \$203,804. Without Board approval, Sonoma County will not receive reimbursement for the UASI Program Manager to comprehensively plan, coordinate, develop, liaise, and implement, grant projects/programs that are complicated, cross-departmental and involve multiple agencies.

Regional UASI funds declined 38% from FY11-12 to FY12-13, but remained relatively flat from FY12-13 to FY13-14. Local funding amounts vary as funding is dependent on which projects are approved.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Agreement between the City and County of San Francisco and the County of Sonoma for the distribution of FY13-14 UASI regional grant funds.			
Related Items "On File" with the Clerk of the Board:			

**AGREEMENT BETWEEN THE CITY AND COUNTY OF
SAN FRANCISCO AND THE COUNTY OF SONOMA
FOR THE DISTRIBUTION OF FY 2013 UASI GRANT FUNDS**

THIS AGREEMENT is made this **NOVEMBER 1, 2013** in the City and County of San Francisco, State of California, by and between the **COUNTY OF SONOMA** ("SONOMA") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("San Francisco" or "City"), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Francisco Department of Emergency Management ("DEM").

RECITALS

WHEREAS, The United States Department of Homeland Security ("DHS") consolidated the separate San Jose, Oakland, and San Francisco Urban Areas into a combined Bay Area Urban Area ("UASI Region") for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative ("UASI") program grant funds; and

WHEREAS, The Bay Area Urban Area Approval Authority ("Approval Authority") was established as the Urban Area Working Group ("UAWG") for the UASI Region, to provide overall governance of the homeland security grant program across the UASI Region, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The UASI General Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Francisco has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services ("Cal OES") to the UASI Region, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Francisco has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the UASI Region; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Francisco to distribute a portion of the regional UASI grant funds to SONOMA on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms**. Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in Appendix A, attached hereto and incorporated by reference as though fully set forth herein.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SONOMA under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2013-00110, Cal OES ID No. 075-95017, CFDA No. 97.067.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in Appendix A. If SONOMA requests any modification to the Grant Plan, SONOMA shall submit a written request to the UASI General Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Francisco, including all commissions, departments including DEM, agencies, and other subdivisions of San Francisco; (ii) San Francisco’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

1.2 **Additional Terms**. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “subgrantee,” “successor” or “assign” herein refers only to a subcontractor, subgrantee, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN FRANCISCO'S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Francisco Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SONOMA acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SONOMA acknowledges and agrees that the City shall have no obligation to disburse grant funds to SONOMA until City and SONOMA have fully and finally executed this Agreement. SONOMA acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement until prior written authorization certified by the San Francisco Controller. In addition, as set forth in Section 21.19 of the San Francisco Administrative Code:

(a) San Francisco's obligations hereunder shall not at any time exceed the amount approved in the grant award and/or by the Approval Authority, and certified by the Controller for the purpose and period stated in such certification.

(b) Except as may be provided by San Francisco ordinances governing emergency conditions, San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to request SONOMA to perform services or to provide materials, equipment and supplies that would result in SONOMA performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement, unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. San Francisco is not required to pay SONOMA for services, materials, equipment or supplies that are provided by SONOMA that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and which were not

approved by a written amendment to this Agreement having been lawfully executed by San Francisco.

(c) San Francisco and its employees and officers, and the UASI Management Team and its personnel, are not authorized to offer or promise to SONOMA additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. San Francisco is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement that requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

(d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

2.3 **SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

ARTICLE 3 PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **NOVEMBER 1, 2013** and shall end at 11:59 p.m. San Francisco time on **FEBRUARY 28, 2015**.

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **TWO HUNDRED THREE THOUSAND, EIGHT HUNDRED FOUR DOLLARS (\$203,804)**. The City will not automatically transfer Grant Funds to SONOMA upon execution of this Agreement. SONOMA must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SONOMA.

3.3 **Use of Funds.**

(a) General Requirements. SONOMA shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SONOMA shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SONOMA shall not permit any federal employee to receive Grant Funds.

(b) Modification of Grant Plan. Under Sections 1.1(f) and 10.2 of this Agreement, SONOMA may submit a written request to modify the Grant Plan. SONOMA shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until (1) the General Manager or designee has provided written approval for the request and (2) the parties have finally executed a modification of this Agreement under Section 10.2, to reflect the modified Grant Plan. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the General Manager, SONOMA shall not appropriate, encumber or expend any additional or

reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) No Supplanting. SONOMA shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) Obligations. SONOMA must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SONOMA shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein. SONOMA shall require all subgrantees, contractors and other entities receiving Grant Funds through or from SONOMA to execute a copy of the Grant Assurances, and shall ensure that they comply with those Grant Assurances.

(b) In addition to complying with all Grant Assurances, SONOMA shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SONOMA shall require and ensure that all subgrantees, contractors and other entities receiving Grant Funds through or from SONOMA comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SONOMA shall promptly comply with all standards, specifications and formats of San Francisco and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SONOMA shall cooperate in good faith with San Francisco and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Francisco or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SONOMA shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.**

SONOMA shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SONOMA comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
1. 44 CFR Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*; and
 2. 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (formerly OMB Circular A-110).

- (b) Cost Principles:
 1. 2 CFR Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (formerly OMB Circular A-87);
 2. 2 CFR Part 220, *Cost Principles for Educational Institutions* (formerly OMB Circular A-21);
 3. 2 CFR Part 230, *Cost Principles for Non-Profit Organizations* (formerly OMB Circular A-122); and
 4. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 1. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SONOMA shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SONOMA is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SONOMA is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SONOMA shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Specific Purchases. If SONOMA is using Grant Funds to purchase interoperable communication equipment, SONOMA shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SONOMA is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SONOMA shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond requirement. SONOMA shall obtain a performance bond for any equipment items over \$250,000 or any vehicle, aircraft or watercraft financed with Grant Funds.

3.8 **Subgrantee and Contractor Requirements.**

(a) SONOMA shall ensure and independently verify that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SONOMA shall obtain documentation of eligibility before disbursing Grant Funds to any subgrantee, contractor or other entity. SONOMA shall maintain documentary proof of this verification in its files. SONOMA shall establish procedures for the effective use of the “Excluded Parties List System,” to assure that it does not provide Grant Funds to excluded parties. SONOMA shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its grantees and subgrantees, including contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SONOMA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SONOMA shall ensure that any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SONOMA’s performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SONOMA is responsible for monitoring and auditing the grant activities of any subgrantee, contractor or other entity receiving Grant Funds through or from SONOMA. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SONOMA, the City shall place a hold on all Reimbursement Requests from SONOMA until the findings are resolved.

3.10 **Disbursement Procedures.** San Francisco shall disburse Grant Funds to SONOMA as follows:

(a) SONOMA shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SONOMA regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SONOMA any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(c) The UASI Management Team will submit any Reimbursement Request that is approved by the UASI Management Team to DEM. City through DEM shall review the Reimbursement Request for compliance with this Agreement and all applicable guidelines and requirements. City shall return to the UASI Management Team any Reimbursement Request that is not approved by City, with a brief explanation of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SONOMA submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team and to City.

(e) If SONOMA is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SONOMA has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SONOMA agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SONOMA shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SONOMA hereunder or under any other Agreement with SONOMA. Any such offset with respect to a portion of the disallowed amount shall not release SONOMA from SONOMA's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SONOMA acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SONOMA acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SONOMA shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SONOMA shall notify the UASI Management Team of any project that may require an EHP review. SONOMA agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SONOMA shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SONOMA may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SONOMA shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SONOMA shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SONOMA is using Grant Funds for a communication tower project, SONOMA shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SONOMA initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SONOMA to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SONOMA shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SONOMA understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SONOMA purchases or acquires using Grant Funds. SONOMA shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SONOMA shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of

view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security.”

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SONOMA shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team or by City, in form and substance satisfactory to the UASI Management Team or City. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SONOMA shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SONOMA to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SONOMA shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without limiting the scope of the foregoing, SONOMA shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SONOMA shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SONOMA shall make available to the UASI Management Team and to City, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SONOMA under Section 4.3, and allow access and the right to examine those items. SONOMA shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SONOMA has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SONOMA shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$500,000 or more, SONOMA shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. SONOMA

shall submit its audit report to the UASI Management Team no later than six months after the end of SONOMA's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SONOMA represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements**. No document furnished or to be furnished by SONOMA to the UASI Management Team or to City in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds**. By executing this Agreement, SONOMA certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SONOMA is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SONOMA complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SONOMA complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SONOMA is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SONOMA acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance**. To be eligible to receive Grant Funds, SONOMA must meet National Incident Management System ("NIMS") compliance requirements, and report full NIMS compliance via the National Incident Management System Capability Assessment Support Tool ("NIMSCAST"). By executing this Agreement, SONOMA certifies that it is in full NIMS compliance, and that it has reported that compliance via the NIMSCAST. SONOMA shall provide documentation of its NIMS compliance to the UASI Management Team. SONOMA acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification**. SONOMA shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SONOMA's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SONOMA; (b) a material breach of any

representation or warranty of SONOMA contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SONOMA or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by SONOMA, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SONOMA by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SONOMA is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SONOMA or its employees, subgrantees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Francisco's costs of investigating any claims against San Francisco.

6.2 Duty to Defend; Notice of Loss. SONOMA acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SONOMA by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SONOMA prompt notice of any Loss under Section 6.1 and SONOMA shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SONOMA if representation of such Indemnified Party by the counsel retained by SONOMA would be inappropriate due to conflicts of interest between such Indemnified Party and SONOMA. An Indemnified Party's failure to notify SONOMA promptly of any Loss shall not relieve SONOMA of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SONOMA's ability to defend such Loss. SONOMA shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SONOMA contends that such Indemnified Party shares in liability with respect thereto.

6.3 Incidental and Consequential Damages. Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SONOMA's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 LIMITATION ON LIABILITY OF SAN FRANCISCO. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SONOMA fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SONOMA as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SONOMA fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SONOMA(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SONOMA or of any substantial part of SONOMA's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SONOMA, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SONOMA or with respect to any substantial part of SONOMA's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SONOMA.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SONOMA and, on the date specified in such notice, this Agreement shall terminate and all rights of SONOMA hereunder shall be extinguished. In the event of such termination, City will pay SONOMA for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SONOMA has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SONOMA after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SONOMA in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SONOMA written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SONOMA shall commence and perform, with diligence, all actions necessary on the part of SONOMA to effect the termination of this Agreement on the date specified by City and to minimize the liability of SONOMA and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SONOMA shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SONOMA if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SONOMA or any of its contractors or subgrantees after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 8 ASSIGNMENTS

8.1 **No Assignment by SONOMA.** SONOMA shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SONOMA hereunder without the prior written consent of the UASI Management Team; provided, however, that any contractor or subgrantee specifically referenced in Appendix A shall not require the consent of Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SONOMA involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SONOMA or a sale or transfer of substantially all of the assets of SONOMA shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SONOMA Retains Responsibility.** SONOMA shall in all events remain liable for the performance by any subgrantee contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

ARTICLE 9 NOTICES AND OTHER COMMUNICATIONS

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to San Francisco:

San Francisco Department of Emergency Management
1011 Turk Street
San Francisco, CA 94102
Attn: Anne Kronenberg, Executive Director
Facsimile No.: (415) 558-3864

If to the UASI Management Team:

UASI Management Team
711 Van Ness Avenue, Suite #420
San Francisco, CA 94102
Attn: Catherine Spaulding, Assistant General Manager
Facsimile No.: (415) 353-5246

If to SONOMA:

Sonoma County Fire and Emergency Services Department
2300 County Center Drive, Suite 221A
Santa Rosa, CA 95403
Attn: Mark Aston, County Fire Chief-Department Director
Facsimile No.: (707) 565-1172

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Francisco of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Francisco to take action on account of such default if such default persists or is repeated. No express waiver by San Francisco shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Francisco of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team or San Francisco of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the General Manager or designee may establish alternate procedures for modification of the Appendix A and the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

10.4 **SONOMA to Pay All Taxes.** SONOMA shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, Authorized Expenditures and Timelines
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Francisco, SONOMA shall deliver to San Francisco a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SONOMA.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so

as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SONOMA and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SONOMA agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of "Federal awards" includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SONOMA must provide the following information on SONOMA letterhead within 30 days of receipt of this Agreement.

1. Subawards greater than \$25,000:
 - a) Name of entity receiving award;
 - b) Amount of award;
 - c) Funding agency;
 - d) The Catalog of Federal Domestic Assistance program number;
 - e) Award title (descriptive of the purpose of the funding action);
 - f) Location of the entity and primary location of performance including city, state, and Congressional district;
 - g) Dun & Bradstreet (D&B) DUNS Number of the entity, and its parent if applicable; and,
 - h) Total compensation and names of top five executives (same thresholds as for prime recipients).

2. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,

b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SONOMA's liability pursuant to Article 6 of this Agreement, SONOMA shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SONOMA hereby agrees to waive subrogation which any insurer of SONOMA may acquire from SONOMA by virtue of the payment of any loss. SONOMA agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SONOMA, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SONOMA shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SONOMA shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SONOMA hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor or subgrantee will be used to complete any portion of this Agreement, SONOMA shall ensure that the subcontractor or subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the SONOMA as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SONOMA from self-insuring all or part of the insurance requirement in this Article. However, SONOMA shall provide proof of self-insurance, in a form acceptable to San Francisco, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SONOMA agrees not to discriminate against any employee, San Francisco employee working with SONOMA or any subgrantee of SONOMA, applicant for employment with SONOMA or subgrantee of SONOMA, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SONOMA acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement.

12.3 **Compliance with ADA.** SONOMA acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SONOMA shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, SONOMA may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. SONOMA agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by San Francisco's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, San Francisco may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit SONOMA from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider SONOMA's use of profit as a violation of this section.

12.5 **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY AND COUNTY OF SAN FRANCISCO:

COUNTY OF SONOMA:

SAN FRANCISCO DEPARTMENT OF
EMERGENCY MANAGEMENT

By:

By:

ANNE KRONENBERG
EXECUTIVE DIRECTOR

MARK ASTON, COUNTY FIRE CHIEF
DEPARTMENT DIRECTOR

Federal Tax ID #: 94-6000539

Approved as to Form:

Dennis J. Herrera
City Attorney

By: _____
Thomas Owen
Deputy City Attorney

Appendix A — Authorized Expenditures and Timelines

ENTITY: **SONOMA**

Total allocation to be spent on the following solution areas:

<u>UASI Project Letter and Title</u>	<u>Solution Area</u>	<u>Program Description</u>	<u>Projected Milestone Dates (to be completed on or about)</u>	<u>Deliverable Dates</u>	<u>Amount</u>
Project A Enhance Regional Risk Management and Planning	Planning	<p>Funds for the North Bay Risk/Capability Planner who will perform the following:</p> <ul style="list-style-type: none"> a) Coordinate, manage and facilitate the delivery of projects from stakeholders in the North Bay HUB. b) Participate and Facilitate the North Bay HUB project vetting process for FY14. c) Represent the North Bay HUB at working group meetings. d) Coordinate North Bay HUB Risk Management activities including CIKR asset updates, core capabilities assessment and gaps analysis. e) Conduct on-going outreach to North Bay HUB Op Areas to assist with RAC and Project development and monitoring. f) Attend fire, law and public health meetings, as requested, to ensure effective coordination and provide updates regarding UASI strategies and funding opportunities. <ul style="list-style-type: none"> • Personnel – Prior to any expenditures for personnel, SONOMA must submit completed job descriptions to the UASI detailing the planning activities the personnel will complete and the deliverables to be produced. Prior to reimbursement, SONOMA must submit the following: all functional time sheets, payroll documentation showing payment of salaries and benefits, or cancelled checks; work product or certification that work 	<ul style="list-style-type: none"> a) 30 days from project start date b) 60 days from project start date c) On-going d) 120 days from project start date e) On-going f) On-going 	12/31/2014	Not to Exceed: \$96,000

		<p>was completed including a statement of completed activities.</p> <ul style="list-style-type: none"> • Contracts – All contracts must be pre-approved by the UASI prior to execution. In addition, SONOMA must satisfy the following guidelines: <ul style="list-style-type: none"> ○ Procurement of contractual services must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit a sole source request to the UASI for submission to the State. ○ The contract must have a clearly stated scope of work and deliverables, deadlines for completion of work, and a schedule of contract payments. ○ All services must be performed and paid within the grant performance period. • Travel - travel for planning activities must be pre-approved in accordance with the Bay Area UASI Travel Policy (adopted by the Approval Authority in September 2011) prior to scheduling. Invoices for all travel expenses must be submitted by no later than 02/02/2015. Invoices must include all backup documentation, including conference agendas, programs, brochures, lodging receipts, per diem calculations, airfare receipts/boarding passes, mileage calculations, other transportation receipts, and proof of payment. • Final deadline for submittal of final claims is 02/02/2015. 			
<p>Project B</p> <p>Information Analysis and Infrastructure Protection</p>	Equipment	<p>Funds to install CAD interface software for Napa County, Sonoma County, and CAL FIRE allowing these entities to communicate with, and act as backups to one another.</p> <p>21GN-00-INST 04AP-01-CADS 21GN-00-MAIN</p> <p>SONOMA must inventory, type,</p>	<p>Contract Award: 62 days from project start date</p> <p>Develop Software: 182 days from project start</p>	09/30/2014	Not to Exceed: \$107,804

		<p>organize and track all equipment purchased in order to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.</p> <p>Reimbursement for equipment purchases require:</p> <ul style="list-style-type: none"> • An approved EHP memo, if applicable. • A performance bond is required for any equipment item that exceeds \$250,000, or for any vehicle, aircraft, or watercraft. Failure to obtain a performance bond may result in disallowance of cost. • As allowable under Federal guidelines, procurement of equipment must follow local policies and procedures for competitive purchasing (provided they are not in conflict with Federal regulations which supersede them). If sole source approval is needed, SONOMA must transmit the request to the UASI for request to the State. • Prior to reimbursement, SONOMA must submit all invoices, AEL numbers, and a list of all equipment ID numbers and the deployed locations. • Final deadline for submittal of claims is 11/30/2014. 	<p>date Test Equipment w/Sheriff Dispatch, CAL Fire, Napa: 243 days from project start date</p> <p>Conduct Training and Project Completion: 304 days from project start date</p>		
		TOTAL ALLOCATION			NOT TO EXCEED: \$203,804

- **All requests for reimbursements must be submitted by February 2, 2015 unless an earlier deadline is set in this Appendix. SONOMA should submit reimbursement requests on a quarterly basis, as applicable.**
- **Authorized expenditures must fall into one of the following categories: Planning, Organization, Equipment, Training, or Exercises. Descriptions of authorized expenditures are in the following documents:**
 - *FY 2013 Homeland Security Grant Program Funding Opportunity Announcement*, dated July 9, 2013, http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf
 - *California Supplement to the Federal Funding Opportunity Announcement*, dated July 2013, available at <http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Homeland-Security-Grant-Program-Documents.aspx> as "FY 2013 Homeland Security Grant Program State Supplement Draft (Final)."

- Authorized Equipment List: www.rkb.us
- Office of Justice Programs Financial and Administrative Guide for Grants: <http://www.ojp.usdoj.gov/financialguide/>
- Cal EMA Rules and Regulations, including the Recipient Handbook: <http://www.CalOES.ca.gov/GrantsMonitoring/Pages/Rules%20and%20Regulations.aspx>
- **Any equipment purchased under this Agreement must match the UASI 2013 Grant Application Workbook. Any modification to the inventory list in that Workbook must receive prior written approval from by the Bay Area UASI Program Manager.**
- **No Management and Administration expenses are allowed, unless expressly identified and authorized in this Appendix.**
- **Sustainability requirements may apply to some or all of the grant funded projects or programs authorized in this Appendix. See Agreement, ¶¶3.12.**
- **All EHP documentation must be submitted and approved prior to any expenditure of funds requiring EHP submission.**

Appendix B-- Grant Assurances

Name of Jurisdiction: County of Sonoma

Name of Authorized Agent: Mark Aston, County Fire Chief-Department Director

Address: 2300 County Center Drive, Suite 221A

City: Santa Rosa State: CA Zip Code: 95403

Telephone Number: (707) 565-1152

Fax Number: (707) 565-1172

E-Mail Address: maston@sonoma-county.org

As the duly authorized representative of SONOMA, I certify that SONOMA:

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub- granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.

8. Will require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

9. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.

10. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.

11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.

12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45

(forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.

13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award- supported activities, including changes to key program staff.
14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or sub-recipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A- 110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

21. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and sub-recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which

- prohibits discrimination on the basis of age.
- f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. Will, in the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.* [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any

sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:
www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*).
 - d. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080- 21098, and California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated

October 19, 1982 (16 USC 3501 *et seq.*), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and sub-recipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and sub-recipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.
38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and sub-recipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.”* The Recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
41. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a Recipient or sub-recipient purchases ownership with federal support. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the federal or state government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of

- California.
- c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 43. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 44. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
 45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.
 46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-recipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
 47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to

classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact
 information: Telephone: 202-447-5346
 Email: DD254AdministrativeSecurity@dhs.gov
 Mail: Department of
 Homeland Security Office of
 the Chief Security Officer
 ATTN: ASD/Industrial Security Program
 Branch Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential sub-recipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible sub-recipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Sub-recipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.
50. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.

51. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and sub-recipients to certify to additional assurances.
56. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or

- voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - d. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to

Comptroller General Decision B138942.

61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a sub-recipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and

procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that

- does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
- b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report sub-recipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any sub-recipient.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Sub-recipient Executives. Unless you are exempt as provided above, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if in the sub-recipient's preceding fiscal year, the sub-recipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and

subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

- 72. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by SONOMA to enter into this agreement for and on behalf of SONOMA.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Mark Aston_____

Title: County Fire Chief-Department Director Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

_____, 2014

UASI Management Team
711 Van Ness Avenue, Suite 420
San Francisco, CA 94102

Re: FY 13 UASI Grant Reimbursement Request

Pursuant to Section 3.10 of the "Agreement between the City and County of San Francisco and the County of SONOMA for the Distribution of FY 2013 UASI Grant Funds" (the "Agreement"), dated NOVEMBER 1, 2013, between the County of SONOMA ("SONOMA") and the City and County of San Francisco, SONOMA hereby requests reimbursement as follows:

Total Amount of
Reimbursement
Requested in this
Request: \$ _____

Maximum Amount of
Funds Specified in
Section 3.2 of the
Agreement: \$ _____

Total of All Funds
Disbursed Prior to this
Request: \$ _____

SONOMA certifies that:

- (a) The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SONOMA for Authorized Expenditures, which expenditures are set forth on the attached Schedule 1, to which are attached true and correct copies of all required documentation of such expenditures.
- (b) After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 3.2 of the Agreement, or the not to exceed amounts specified in Appendix A for specific projects and programs.

- (c) The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SONOMA is in compliance with all Grant Assurances in Appendix B of the Agreement;
- (d) No Event of Default has occurred and is continuing; and
- (e) The undersigned is an officer of SONOMA authorized to execute this Reimbursement Request on behalf of SONOMA.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

SCHEDULE 1 TO REQUEST FOR REIMBURSEMENT

The following is an itemized list of Authorized Expenditures for which reimbursement is requested:

Project	Payee	Amount	Description
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The following are attached as part of this Schedule 1:

- (i) An invoice for each item of expenditure for which reimbursement is requested;
- (ii) The front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (iii) For expenditures which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).
- (iv) Copies of purchase orders, contracts, and performance bonds, as applicable.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): General Services, Sheriff, Probation, CAO

Staff Name and Phone Number:

Ed Buonaccorsi (707) 565-2550, GS

Supervisorial District(s):

All

Title: Proposed Justice Facility including detention beds and Community Corrections Center

Recommended Actions:

Adopt a Resolution replacing Resolution 13-0408 authorizing the Application for State Lease-Revenue Bond Financing from The Board of State and Community Corrections for county jail funding In the amount Of \$24,000,000 for a Community Corrections Center.

Executive Summary:

On October 15, 2013 the Board of Supervisors approved resolution 13-0408 authorizing application for S.B. 1022 funds for the construction of an 80 bed minimum security detention facility and an 80 bed Community Corrections Center. The resolution included a statement

“Contingent upon final project approval by the Board, the Chairman of the Board of Supervisors, or designee (the “Authorized Officer”), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk to the Board of Supervisors is authorized to attest, the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the BSCC or the State Public Works Board to effectuate the SB 1022 Financing Program and as condition to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by the Authorized Officer, who, acting alone, is authorized to approve such changes.”

Upon initial review of our funding application, staff from the Board of State and Community Corrections has requested that we remove the underlined language in order to be considered for preference criterion #4.

This language change does not change the fact that staff will bring the project back in various phases, including design documents, bid documents, an operations plan, a staffing plan and an operations budget at appropriate stages in the process, if a conditional award is received.

Recommendation:

Staff recommends your Board approve the revised resolution of application for S.B. 1022 funding.

Prior Board Actions:

11/5/13 Approved resolution accepting conditional award of AB900 funding
10/15/13 – 80 bed minimum security detention facility and an 80 bed Community Corrections Center – Adopt a Resolution authorizing the application for State S.B. 1022 funding in the amount of \$24,000,000
1/10/12 – Community Corrections Center - Adopt a Resolution authorizing the application for State A.B.900 Phase 2 Funding in the amount of \$43,000,000 for a Community Corrections Center
2/11/07 – Adult Detention Consolidation Planning - Authorize the County Administrator to sign the attached contract amendment for an expanded Scope of Services and authorize expenditure of \$30,300 to David Bennett for additional services provided as part of phase 1 of the Analysis of the Criminal Justice System and Alternatives to Incarceration Project. (costs for field visits, analysis of AB 900 impact).

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

The C.C.C. provides a model for the use of alternate detention facilities and strategies for reducing incarceration costs, reducing recidivism rates, and improving offender re-entry outcomes.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 1,100,000	State/Federal	\$ 1,100,000*
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,100,000	Total Sources	\$ 1,100,000

Narrative Explanation of Fiscal Impacts (If Required):

Should the State award funds to the County, it is expected that an additional \$1,100,000 will be expended in F.Y. 13-14 to work with the State to establish the project and initiate design. This \$1,100,000 will be considered eligible project costs. Staff will return in a future Consolidated Budget Adjustment to appropriate these funds, if the project is funded by the State.

*AB 900 \$36,295,000 and SB 1022 \$24,000,000 = \$60,295,000 funding

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:
This will be incorporated in operations plan, if a Conditional Award is received.



County of Sonoma

State of California

Date: November 12, 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 Application For State Lease-Revenue Bond Financing From The Board of State and Community Corrections For County Jail Funding In The Amount Of \$24,000,000 for a Community Corrections Center.

Whereas, the General Services Director has submitted to this Board an application to the Board of State and Community Corrections for lease-revenue bond financing in the amount of \$24,000,000 from funds made available per Senate Bill Number 1022, authorizing State lease-revenue bond financing for the acquisition, design and construction of adult local criminal justice facilities (“Application”); and

Whereas, the County’s Strategic Plan found criminal justice costs continue to require an ever larger amount of County discretionary funding and recommended identifying means to intervene in this unsustainable trend; and

Whereas, the Board of Supervisors approved recommendations in its Criminal Justice Master Plan – Phase 2 to address the ever increasing cost of the criminal justice system by taking a systems approach which protects public safety and offers a range of detention alternatives that provide the justice system with custody and offender programs to reduce recidivism; and

Whereas, a Community Corrections Center addresses a pivotal recommendation from the Criminal Justice Master Plan – Phase 2 by implementing an array of supports and systems to improve offender outcomes; and

Whereas, a Community Corrections Center is consistent with the Sonoma County Public Safety Realignment Interim Plan (2011), developed to prepare the county for the forthcoming increase to its inmate population following AB 109; and

Whereas, the latest needs assessment shows that the County’s Main Adult Detention Facility needs to expand to keep up with its growing special needs population; and

Whereas, the existing kitchen cannot meet certain functional needs of the Main Adult Detention Facility and has physical deficiencies and is in need of replacement; and

Whereas, the Application contemplates construction of a potential Community

Resolution #

Date: November 12, 2013

Page 2

Corrections Center which would address these needs, as today described to this Board, but does not commit the County to accept any funds, nor does it commit the County to approve, or prevent the County from altering, the potential project; and

Whereas, as a condition of the Application, this Board is asked to make the findings, declarations, and determinations contained herein.

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

1. The foregoing recitals are true and correct.
2. The County of Sonoma is seeking the following preference criteria:

PREFERENCE CRITERION #1: Adequate County Contribution Funds

The County of Sonoma (the "County") is seeking funding preference for its proposed project within the Adult Local Criminal Justice Facilities Construction Financing Program (the "SB 1022 Financing Program"). As such, the Board of Supervisors of Sonoma County does hereby represent, warrant and covenant as follows:

1) Lawfully Available Funds. The county cash contribution funds, as described in the documentation accompanying the County's SB 1022 Financing Program Proposal Form, have been derived exclusively from lawfully available funds of the County.

2) County Cash Contribution Funds Are Legal and Authorized. The payment of the county cash contribution funds for the proposed adult local criminal justice facility project (the "Project") (i) is within the power, legal right, and authority of the County; (ii) is legal and will not conflict with or constitute on the part of the County a material violation of, a material breach of, a material default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the County under the provisions of any charter instrument, bylaw, indenture, mortgage, deed of trust, pledge, note, lease, loan, installment sale agreement, contract, or other material agreement or instrument to which the County is a party or by which the County or its properties or funds are otherwise subject or bound, decree, or demand of any court or governmental agency or body having jurisdiction over the County or any of its activities, properties or funds; and (iii) have been duly authorized by all necessary and appropriate action on the part of the governing body of the County.

3) No Prior Pledge. The county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated by the County in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest by the County. In addition, the county cash contribution funds and the Project are not and will not be mortgaged, pledged, or hypothecated for the benefit of the County or its creditors in any manner or for any purpose and have not been and will not be the subject of a grant of a security interest in favor of the County or its creditors. The County shall not in any manner impair, impede or challenge the security, rights and benefits of

the owners of any lease-revenue bonds sold by the State Public Works Board for the Project (the "Bonds") or the trustee for the Bonds.

4) Authorization to Proceed with the Project. The Project proposed in the County's SB 1022 Financing Program proposal is authorized to proceed in its entirety when and if state financing is awarded for the Project within the SB 1022 Financing Program.

5) Authorization of funds for County Match. County matching funding in the amount required by an award of funds from SB 1022 is hereby authorized from the Tobacco Securitization/Endowment Fund upon state financing being awarded the Project within the SB 1022 Financing Program.

PREFERENCE CRITERION #2: Real Estate Due Diligence

The County is seeking funding preference for submittal of the complete initial real estate due diligence package.

PREFERENCE CRITERION #3: CEQA Compliance

The County is in the process of meeting this criterion. Should the County receive a conditional award, the Board of Supervisors is committed to completing the CEQA process in a timely manner. Based on past experience with projects at the County Center, a negative declaration is expected.

PREFERENCE CRITERION #4: Authorization of Project Documents

The County is seeking funding preference associated with review of and authorization to execute the project documents required within the SB 1022 Financing Program. As such, the Board of Supervisors of Sonoma County does hereby approve the form of the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease. The Chairman of the Board of Supervisors, or designee (the "Authorized Officer"), acting alone, is hereby authorized for and in the name of the County to execute, and the Clerk to the Board of Supervisors is authorized to attest, the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease, in substantially the form hereby approved, with such additions thereto and changes therein as are required by the BSCC or the State Public Works Board to effectuate the SB 1022 Financing Program and as condition to the issuance of the Bonds. Approval of such changes shall be conclusively evidenced by the execution and delivery thereof by the Authorized Officer, who, acting alone, is authorized to approve such changes.

The Authorized Officer is authorized to execute these respective agreements at such time and in such manner as is necessary within the SB 1022 Financing Program. The Authorized Officer and the Director of the General Services Department of the County, or designee, is further authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Project Delivery and Construction Agreement, the Board of State and Community Corrections Jail Construction Agreement, the Ground Lease, the Right of Entry for Construction and Operation, and the Facility Sublease.

3. For the purposes of the potential project, the County Construction Administrator shall be Ed Buonaccorsi, Deputy Director Facilities Development and Management, the Project Financial Officer shall be José Obregón, Director of the General Services Department, and the Project Contact person shall be Mark Hummel, Associate Architect.

4. José Obregón, Director of the General Services Department, is hereby authorized to sign the assurance statement and submit the Application for funding.

5. This Board hereby offers its assurance that all County officers, agents and employees will adhere to State requirements and terms of any agreements to be executed between the County, the Board of State and Community Corrections and the State Public Works Board in the expenditure of any State financing allocation and County contribution funds.

6. This Board hereby offers its assurance that the County has appropriated, or will appropriate after notification of conditional award of financing but before state/county financing agreements, the amount of county cash contribution identified by the County on the financing program proposal form submitted to the Board of State and Community Corrections; the County acknowledges the need to identify the source of funds for county cash contribution, and assures that the cash match contribution does not supplant (replace) funds otherwise dedicated or appropriated for construction activities.

7. This Board hereby offers its assurance that, should the project be approved and completed, the County will safely staff and operate the facility for which funds are being requested (consistent with Title 15, California Code of Regulations) within 90 days after project completion.

8. The County certifies that it is not and will not be leasing housing capacity in this SB 1022 financed adult local criminal justice facility to any other public or private entity for a period of 10 years beyond the completion date of the adult local criminal justice facility.

9. The County owns the site of the potential project in fee simple and owns and controls rights of access to the site sufficient to assure undisturbed use and possession of the site, and, following the Board of State and Community Corrections notice of conditional award and during the term of subsequent negotiations and any resulting financing agreements, will not dispose of, modify the use of, or change the terms of real property title, or other interest in the site of the facility subject to construction, or lease the facility for operation by other entities, without permission and instruction of the Board of State and Community Corrections.

Resolution #

Date: November 12, 2013

Page 5

10. The fair market value of the land proposed to be used for the potential facility is estimated as of this date to be \$1,995,000 and the land is not encumbered under any existing agreement or court order.

11. The Director of the General Services Department is authorized to submit the Application on behalf of the County for State S.B. 1022 Funding in the amount of \$24,000,000.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes: 0

Absent: 0

Abstain: 0

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876; Alfredo Perez, 565-6627

Supervisorial District(s):

Countywide

Title: First 5 Watch Me Grow Program - Early Learning Institute Contract Amendment

Recommended Actions:

Authorize the Director of Health Services to execute the second amendment to an agreement with Early Learning Institute to enhance services for children by adding screening of at-risk children and providing training and technical assistance for the First 5 Watch Me Grow Program, increasing the agreement by \$60,000 resulting in a new total not to exceed amount of \$695,494 with a term ending June 30, 2015.

Executive Summary:

This item requests approval of the second amendment to an agreement with Early Learning Institute to enhance services for children by adding screening of at-risk children and providing training and technical assistance for the First 5 Watch Me Grow Program, increasing the agreement by \$60,000 resulting in a new total not to exceed amount of \$695,494 with a term ending June 30, 2015.

The First 5 Sonoma County Commission (Commission) is an agency of the County of Sonoma. By law, the Commission has independent authority over its strategic plan and local trust fund. As directed by the Board of Supervisors in the Commission's enabling ordinance, the Commission follows established County administrative procedures for processing its contracts through its administrative agent, the Department of Health Services.

First 5 Sonoma County partners with the Department of Health Services Behavioral Health Division to support the Mental Health Services Act Prevention and Early Intervention (MHSA-PEI) efforts on behalf of children from before birth through age five. ELI's Watch Me Grow (WMG) program is funded by MHSA to provide developmental and social-emotional screenings to children at risk. Such screenings identify problems early, when they can be mitigated, often eliminating the need for more intensive and extensive services when the child enters school. First 5 funds ELI's WMG program to provide such mitigating services for children who are identified by the MHSA-funded screenings.

In FY 12-13, the WMG program was funded by MHSA to screen 650 children but provided screens to 896 children. Of these 896, 327 children were identified as needing additional services. In FY 13-14, WMG is again funded to screen 650 children, but program staff anticipates that the WMG program will provide

screening to approximately 1,340 children. With this contract amendment, First 5 funding will augment MHSa funding to make these additional screenings possible, while ELI and First 5 seek an alternate funding source.

Developmental and social-emotional screening for children from birth to six has been identified in the First 5 Sonoma County Strategic Plan, the Sonoma County Plan for Early Childhood Social-Emotional Health, and the MHSa Plan for PEI 0-5 as a critical element in an effective system of care for our youngest children. Every child in Sonoma County should have access to evidence-based screenings and appropriate intervention services to ensure that he or she has the opportunity to develop to his or her fullest potential. Evidence-based screenings are critical because:

- Nearly one in five children faces developmental disabilities or disabling behavioral problems before age 18. Fewer than half of these children are identified before the age of five. (“Child Development: Using Developmental Screening to Improve Children’s Health,” Centers for Disease Control and Prevention.)
- 20-30% of children with a disability may be missed by a single developmental screening but will be identified if screening and monitoring are continued in all well-child medical visits. (“Early Detection of Developmental and Behavioral Problems,” Glascoe, F., Pediatrics in Review.)
- About one-third of California children who receive early intervention services before the age of three do not require additional intervention once they enter school. (Data Tables for OCEP State-Reported Data, Part C Program Exiting, 2005-06.)

WVG program screening and intervention services represent the type of upstream investment that has long been important to the Board of Supervisors. By supporting children’s early development, the WVG program is expected to generate long-term economic benefits in the form of public sector cost savings. Early childhood interventions are more cost-efficient than addressing problems at a later age through downstream interventions, such as clinical treatment, special education, and incarceration. (“The science of early childhood development,” National Scientific Council on the Developing Child.) Children who participate in interventions before kindergarten are more likely to graduate from high school, live independently, and avoid teen pregnancy and violent crime. (“Introduction to Developmental and Behavioral Screening,” Developmental Behavioral Pediatrics Online, Glascoe, F. and Shaprio, F., 2004.) The addition of the requested funds to the ELI contract will also allow for training and technical assistance in evidence-based screening tools for community providers, such as health centers, private physicians, and agencies providing services to young children. When such providers use evidence-based tools, the likelihood of intervening early and successfully when children are experiencing developmental and social-emotional delays is increased. By incorporating evidence-based screening and intervention into existing programs through training and technical assistance, ELI and First 5 are partnering to build a sustainable system of screening for Sonoma County children and families.

The First 5 Sonoma County Commission approved additional funding of \$60,000 for this agreement on October 28, 2013.

Prior Board Actions:

In June 2010 the Board approved an agreement with ELI to provide services to children with developmental delays. In May 2011 the Board approved an agreement with ELI to expand early intervention services to mitigate the developmental delays of young children. In June 2013 the Board approved an amendment to an agreement with ELI to extend services through June 30, 2015.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The Watch Me Grow program helps to identify developmental and social-emotional delays in our youngest children and provides services to reduce those delays, allowing children to develop their highest potential and enter school ready to be successful. As a result, the need for more intensive and expensive services later on is reduced. In addition, this project addresses First 5's Strategic Plan goal to Ensure the Health and Healthy Development of Children by increasing the early detection of and intervention for developmental concerns.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 60,000	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	First 5 Sonoma County	\$ 60,000
Total Expenditure	\$ 60,000	Total Sources	\$ 60,000
Narrative Explanation of Fiscal Impacts (If Required):			
The additional \$60,000 for this agreement is included in the FY 13-14 Budget.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
Early Learning Institute agreement second amendment			
Related Items "On File" with the Clerk of the Board:			
None			

**MODIFICATION NUMBER TWO OF AGREEMENT FOR SERVICES
BETWEEN COUNTY OF SONOMA AND
EARLY LEARNING INSTITUTE**

On May 26, 2011, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and the Early Learning Institute, a California non-profit, public-benefit corporation, (hereinafter referred to as "Contractor") entered into a service agreement, modified by the parties effective June 4, 2013 (the "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. Exhibit A.1 – Scope of Work replaces Exhibit A.1 – Scope of Work in its entirety.
2. Exhibit B.1 – Budget replaces Exhibit B.1 – Budget in its entirety.
3. Article 2 – Payment is hereby modified to read as follows:

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B.1, provided, however, that total payments to Contractor shall not exceed **\$695,494** without the prior written approval of County. Any balance remaining at the end of FY 10-11, FY 11-12, FY 12-13, or FY 13-14 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 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

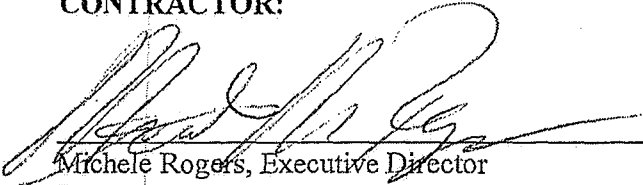
If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

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

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives this _____ day of _____, 20_____.

CONTRACTOR:



Michele Rogers, Executive Director
Early Learning Institute

10/10/13
Dated

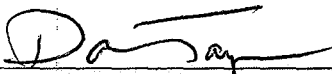
COUNTY OF SONOMA:

Certificate of Insurance on File with County:

Rita Scardaci, MPH, Director
Department of Health Services

Dated

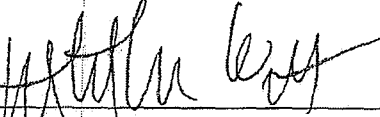
Approved as to Substance:



Division Director or Designee

10/15/13
Dated

Approved as to Form:



Sonoma County Counsel

10/10/2013
Dated

Exhibit A.1. Scope of Work

Covering Period from Effective Date to June 30, 2015

Organization: Early Learning Institute

Project Title: Watch Me Grow Enhanced Services

Project Summary: Short-term services to support the development of children with (1) delays that don't reach the threshold of mandated services, (2) social-emotional delays, or (3) significant risk factors and/or concerns that may result in delays. These services are for children who are not eligible for other mandated services or for eligible children who need these services to bridge the wait for mandated services. In addition, WMG will provide comprehensive screenings and/or rescreenings for at-risk children who would otherwise not receive them, and ASQ3 and ASQ-SE training and technical assistance for community partners who will then incorporate ASQ3 and ASQ-SE screenings into their routine services.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Identify a validated pre/post parent survey to measure parent confidence in supporting their child's development and to measure their confidence in supporting language and literacy skills.	6/1/13-8/31/13	Lead WMG Specialists, Learning for Action (LFA), First 5 Staff	A validated pre/post parent survey tool is used to measure parent outcomes.	70% of parents served (excluding foster parents) will show decrease in overall parental stress as shown by the identified tool.

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
<p>2. Provide 3 – 6 months of weekly home visits (based on the Strengthening Families Framework) to children 0–5 with concerning ASQ scores; concerning ASQ-SE scores; or situational concerns (i.e., placement in foster care) who are not (or not yet) receiving mandated services.</p>	<p>Ongoing-6/30/15</p>	<p>WMG Early Intervention Specialist</p>	<p>75 children served with home visits per year</p> <p>Tracking will include:</p> <ul style="list-style-type: none"> • # of children who do and do not complete services within 6 months of beginning WMG Home Visiting. When known, the reason why they do not complete services. • # of children served who are in foster care. • Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5, and parents served by gender, ethnicity, primary language, special need status and/or social emotional delays. <p>For children in foster care:</p> <ul style="list-style-type: none"> • # of children who transition from foster to reunification or other placements during the program. • # of parents who turn down services and, when known, why they turn down services. 	<p>For children NOT in foster care:</p> <ul style="list-style-type: none"> • 75% of participating children (with at least two ASQ/ASQ SE scores) will either: 1) show improved ASQ and/or ASQ/SE scores subsequent to receiving home visits or 2) report having been referred or connected to more services. • 50% of children eligible to be rescreened are being rescreened. • 50% of children who participated in WMG home visit program and who return for re-screenings, up through age 60 months, will no longer have a concerning score or will be connected to appropriate services. <p><i>Does not need to be reported quarterly, Data should be submitted just once, at end of grant period (report for end of grant period due July 31, 2015)</i></p> <p>For children in foster care: No specific targets. Track and report ASQ and ASQ-SE scores for children and pre- and post-intervention PSI scores for parents.</p>

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
<p>3. Provide weekly English and Spanish speech groups for children (who have not yet entered kindergarten) with speech concerns, who are not already enrolled in Speech Therapy.</p>	<p>Ongoing-6/30/15</p>	<p>ELI Group Services Staff/Speech Therapist</p>	<p>Children participating in WMG will receive speech supports and services prior to entering Kindergarten.</p> <p>50-75 children served per year.</p> <p>Two groups per week (9-11 children per group); Four 12- week sessions per year.</p> <p>Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 and parents served by gender, ethnicity, primary language, special need status and or social emotional delays.</p>	<p>75% of participating children (with at least two ASQ scores) will show an increase in language literacy skills for children as measured by improved ASQ scores, subsequent to participating in the speech group.</p> <p>70% increase in parents' confidence in supporting language and literacy skills in the home as measured by the Toddler Care Questionnaire.</p> <p>50% of children eligible to be rescreened are being rescreened.</p> <p>50% of children who participated in WMG speech groups and who return for re-screenings, up through age 60 months, will no longer have a concerning score or will be connected to appropriate services. <i>Does not need to be reported quarterly, Data should be submitted just once, at end of grant period (report for end of grant period due July 31, 2015).</i></p>
<p>4. Organize and arrange transportation services for families not otherwise able to utilize group services.</p>	<p>Ongoing-6/30/15</p>	<p>Transportation Coordinator/ELI Director of Group Services</p>	<p>4 families transported weekly to group services.</p> <p>Duplicated and unduplicated counts of population(s) served to include: #s of children 0-5 and parents served by gender, ethnicity, primary language, special need status and or social emotional delays.</p>	<p>N/A</p>

Strategies / Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
5. Provide comprehensive screenings and re-screenings (health questionnaire; ASQ and ASQ-SE) to at risk children who would otherwise not receive them.	9/17/13-6/30/14	WMG Screener/Case Manager	<ul style="list-style-type: none"> • 400 children re-screened • As appropriate, 60 rescreened children referred for further assessment/ services. • Use these contacts to promote a system of comprehensive screenings and connect these children into that system. 	15% of the children re-screened receive facilitated referrals for further assessment/services (includes referrals to other services provided by ELI, including WMG Home Visit and WMG Language Group).
6. Provide training and technical assistance to Community Agencies, CBOs, medical providers and/or their staff members and others interested in incorporating screening for developmental delay and social/emotional concerns in service provision protocols, using evidence-based tools, particularly ASQ3 and ASQ-SE. Provide ongoing TA as needed to trainees.	9/17/13-6/30/14	ELI Executive Director/ASQ Training Team	6 Trainings per year. Ongoing TA as needed to trainees.	Promote a system of comprehensive screenings and report progress by tracking and reporting: <ul style="list-style-type: none"> • # number of individuals trained per year. • # number of individuals requesting training per year. • frequency and trends in TA requested.

Evaluation and Reporting				
7. Revise evaluation pathway for the project in consultation with First 5 staff and evaluators.	First quarter of contract and as needed	Lead WMG Staff, LFA, First 5 Staff	Approved evaluation "Pathway to Results" plan in place.	N/A
8. Collect and maintain detailed demographic, survey and ASQ data on population(s) served using Access data base and Parsimony system when available.	Ongoing	WMG Program Lead	Data input to Persimmony when available. Duplicated and unduplicated counts of population(s) served to include: #'s of children 0-5 and parents served by gender, ethnicity, primary language, social emotional delays and/or special need status of all service recipients, services provided and units of service.	N/A
9. 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	Executive Director	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, and their parents.	N/A

Exhibit B.1. Budget

Project Title: Watch Me Grow Services Budget

Term: 5/17/11 - 6/30/15

Expenditure Category	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	Totals (\$)
	Actual (\$)	Actual (\$)	Actual (\$)	Budget (\$)	Budget (\$)	
	5/17/11-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
Personnel						
1. Early Intervention Specialist	4,488.75	43,680.00	41,859.00	36,280.00	36,280.00	162,587.75
2. Early Intervention Specialist	4,488.75	43,680.00	41,859.00	34,441.00	34,441.00	158,909.75
3. Lead Teacher	600.00	4,800.00	4,200.00	12,296.00	12,296.00	34,192.00
4. Group Aide	450.00	3,600.00	3,150.00	0.00	0.00	7,200.00
5. Group Aide	225.00	1,800.00	1,575.00	4,908.00	4,908.00	13,416.00
6. Program Coordinator				8,060.00	8,060.00	16,120.00
7. WMG Program Manager				2,600.00		2,600.00
8. Screener/Case Manager				41,600.00		41,600.00
Sub-total Personnel	10,252.50	97,560.00	92,643.00	140,185.00	95,985.00	436,625.50
Benefits @ 21% - 27%	2,074.28	20,488.00	19,455.00	36,315.00	25,515.00	103,847.28
Total Personnel	12,326.78	118,048.00	112,098.00	176,500.00	121,500.00	540,472.78
Operating Expenses						
9. Speech Therapist	787.50	6,510.00	5,677.00	8,844.72	6,000.00	27,819.22
10. Transportation	0.00	8,500.00	7,850.00	11,300.00	8,500.00	36,150.00
11. ASQ Training/Technical Assistance				5,000.00		5,000.00
Total Operating Expenses	787.50	15,010.00	13,527.00	25,144.72	14,500.00	68,969.22
Subtotal Budget	13,114.28	133,058.00	125,625.00	201,644.72	136,000.00	609,442.00
Indirect	1,836.00	18,628.00	17,588.00	24,000.00	24,000.00	86,052.00
Total Budget	14,950.28	151,686.00	143,213.00	225,644.72	160,000.00	695,494.00



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: November 12, 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 Deputy Public Defender Attorneys' Association (SCDPDAA)

Recommended Actions:

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA) for the period of November 12, 2013 through March 31, 2016.

Executive Summary:

Representatives of the County of Sonoma and of the Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA) 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. SCDPDAA members have ratified the tentative agreement. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

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

New Pension Tiers and Increased Employee Pension Contributions

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

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

- Holiday Compensatory Time: Eliminate the ability to 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 November 12, 2013: EE Only = \$64.58; EE+1 = \$103.33/mo.; EE+2 = \$221/mo
 - Effective August 19, 2014: EE Only = \$84; EE+1 = \$135/mo; EE+2 = \$288.57/mo
 - Effective May 12, 2015: EE Only = \$103.02; EE+1 = \$164.83/mo; EE+2 = \$353.21/mo

Additional Provisions

- Salaries –Increase salary scales by 1.0% effective October 28, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- Rewriting of language for clarity and ease of administration.

Prior Board Actions:

07-13-2010: Approved SCDPDAA MOU for period of July 13, 2010 – June 30, 2012

Strategic Plan Alignment Goal 3: Invest in the Future

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

This agreement produces an average of \$184,000 in on-going savings for each full fiscal year, achieving an average net savings of 3.67% of total compensation costs per year. Savings are partially offset by approximately \$72,000 over the 2 years in HRA contributions, resulting in a total net savings average of 2.95%.

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:

A – SCDPDAA successor MOU

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



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Memorandum Of Understanding Between the County of Sonoma And The Sonoma County Deputy Public Defender Attorneys' Association, For The Period Of November 12, 2013 Through March 31, 2016.

Whereas, the Sonoma County Deputy Public Defender Attorneys' Association (SCDPDAA) is a recognized employee organization representing employees in the classifications of Deputy Public Defender I/II/III/IV;

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

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

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

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

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

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

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from November 12, 2013 Through March 31, 2016, except as specified otherwise in the MOU.

Resolution #

Date:

Page 2

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

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

SONOMA COUNTY DEPUTY PUBLIC DEFENDER
ATTORNEYS' ASSOCIATION
(SCDPDAA)

Bargaining Unit: 0060

TENTATIVE AGREEMENT

October 28, 2013

The County Of Sonoma ("County") and the Sonoma County Deputy Public Defender Attorney's Association (SCDPDAA) 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 SCDPDAA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend SCDPDAA MOU as attached.

FOR THE COUNTY:

FOR SCDPDAA:

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

Ande Thomas
Ande Thomas, Chief Negotiator & President
SCDPDAA

Date: 10/28/2013

Date: 10-28-13

Lynne Durrell
Lynne Durrell, HR Analyst

Melissa Coughlin
Melissa Coughlin, Deputy Public Defender

Date: 10/28/13

Date: 10/28/13

Kristin Long
Kristin Long, Deputy Public Defender

Date: 10/28/13

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SONOMA

AND THE

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

PUBLIC DEFENDER UNIT NON-SUPERVISORY

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



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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE
SONOMA COUNTY DEPUTY PUBLIC DEFENDER ATTORNEYS' ASSOCIATION
PUBLIC DEFENDER UNIT NON-SUPERVISORY**

ARTICLE 1 - PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County ("County"), and the Sonoma County Deputy Public Defender Attorneys' Association ("Association"), contains the agreement of each concerning wages, hours, terms and conditions of employment during the term of this Memorandum. The parties jointly agree to recommend to the County Board of Supervisors the adoption of the Memorandum. This Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 2 Recognition.

ARTICLE 2 - RECOGNITION

Pursuant to the provisions of the Employee Relations Policy of the County of Sonoma and applicable state law, the Association is certified by the County as the representative of all regular full-time and regular part-time employees in the Public Defender's Office in the following unit and classifications:

PUBLIC DEFENDER UNIT NON-SUPERVISORY

Deputy Public Defender I
Deputy Public Defender II
Deputy Public Defender III
Deputy Public Defender IV

ARTICLE 3 - EFFECTIVE DATES AND RENEGOTIATION

This Memorandum of Understanding shall become effective on the date approved by the Board of Supervisors (November 12, 2013) unless otherwise specified in the Memorandum, and shall expire at 11:59 p.m. on March 31, 2016. Either party shall serve on the other party shall serve on the County its written request to commence negotiations for any successor Memorandum of Understanding by the first week in November 2015. Negotiations shall commence by December 2, 2015.

ARTICLE 4 - MANAGEMENT RIGHTS

The Association recognizes that the County has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its public services and its work force performing those services. The exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work in addition to and not inconsistent with the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and public. The County retains its rights to assign and place volunteers in accordance with County policy.

ARTICLE 5 - ASSOCIATION RIGHTS

5.1 Release Time

Reasonable release time for representation issues shall be provided in accordance with the MMBA (Meyers Miliias Brown Act) and release time shall be approved in advance by the department and shall be limited to representational matters only.

The number of County employees released for representational matters shall not exceed 1 except by mutual agreement or 3 for purposes of negotiating a successor memorandum of understanding.

The authorized representatives of the Association shall be made known to the Director of Human Resources and updated as changes occur.

ARTICLE 6 - SALARY ADMINISTRATION AND OTHER COMPENSATION

6.1 Salary Scales And Adjustments

Salary scales for classifications represented by the Association are listed in Appendix A (Salary Table).

Salary Adjustments:

Effective with the pay period that begins October 28, 2014, the County shall increase by one percent (1.0%) the A-I Step of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2.0%) the A-I Step of each scale in the Salary Table specified in Appendix A.

6.2 Salary Upon Employment

- a. Except as otherwise provided in this Memorandum, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.
- b. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation of the Department Head with the approval of the County Administrator. The Department Head may authorize an advanced step salary placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.3 Salary – Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time basis in the same or closely related class in the same or in a lower salary scale within five (5) years of resignation, shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County Administrator is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. The Department Head may authorize an advanced step placement through Step E. County Administrator approval is required for advance step placements Steps F through I.

6.4 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within two (2) years in the same class from which separated, or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated, shall be paid at the same step in the salary scale as the employee was paid at the time of displacement, layoff or voluntary demotion, or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. The employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

6.5 Salary Upon Promotion

- a. Except as otherwise provided in this Memorandum, any full-time or part-time employee who is promoted to a position of a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's step rate before promotion, but not less than the minimum salary scale for the new class nor greater than the maximum salary of the new class.
- b. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.
- c. An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals one thousand forty hours (1,040). The effective date of the merit increase shall be in accordance with Section 6.18.5 (Effective Date of Merit Increase).

6.6 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Department Head may recommend to the County Administrator that the person being promoted receive a rate of pay that is higher than that to which the employee is entitled but in no way exceeds the top of the scale. The Department Head may authorize an advanced salary step placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.7 Salary Upon Demotion During Probation (Failed Probation)

A full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

6.8 Salary Upon Involuntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the scale for the new class next lower than, but not more than five percent (5%) lower than the salary received before demotion, except that the employee will not be paid more than the maximum

of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.9 Salary Upon Voluntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion, but not exceeding the maximum of the salary for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.10 Salary Upon Reappointment from Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

6.11 Temporary Assignment To A Higher Class

An employee assigned by the Department Head to perform the majority of duties of a limited term project position, with the approval of the County Administrator and the Director of Human Resources, or to a higher classification to fill a vacancy caused by resignation, termination, promotion, or an extended leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification or position. The employee shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the new class, or not greater than the maximum salary of the new class or a salary rate assigned to the limited term project position. The employee shall receive this salary as long as the employee continues to serve in the higher classification assignment and shall be entitled to receive any authorized increases for the higher class as described in section 6.12 (Temporary Promotion – Merit Increase Eligibility). A temporary assignment to a higher class pursuant to this Section 6.11 does not include the Deputy Public Defender III Temporary Assignment Premium Pay described in Section 6.18 below.

6.12 Temporary Promotion – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- A. If an employee assigned to a higher class has not yet reached the "I" step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If

employee reaches the "T" step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.

- B. If an employee is at the "T" step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- C. An employee who is subsequently reassigned by the Department Head within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 6.18 – Merit Advancement. However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 6.12.A, such hours shall not also count toward a merit increase in the higher class.

6.13 Salary Upon Reallocation Of Class

An employee in a position of a class that is reallocated from one salary scale to another shall continue to receive the same salary step.

6.14 Salary Upon Reclassification Of Position - Same Salary

Whenever a position is reclassified to a class that is allocated to the same salary scale the incumbent shall retain the same salary received prior to the reclassification if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.15 Salary Upon Reclassification Of Position - Higher Salary

Except as otherwise provided in this Memorandum, whenever a position is reclassified to a class that is allocated to a higher salary scale, the salary of the incumbent shall be provided by this Article 6 upon promotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.16 Salary Upon Reclassification Of Position - Lower Salary

Whenever a position is reclassified to a class that is allocated to a lower salary scale the salary of the incumbent shall be provided by Article 6.9 upon voluntary demotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules. Whenever the effect of a reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever occurs first. Appropriate

records shall show an incumbent as being paid at a special fixed rate (Y-Rate) of the salary scale for the employee's class.

6.17 Merit Advancement

6.17.1 Merit Advancement Within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's Department Head. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to two and a half (2 ½), five (5), seven and a half (7 ½), or ten (10) percent higher than the previous base hourly salary subject to the criteria below in 6.18.2. The usual merit increase for Satisfactory or Exceeds Standards, as documented by a written performance evaluation, shall be five (5) percent. The Department Head has the option of giving no increase or a two and a half (2 ½) percent increase for less than overall satisfactory performance.

To request a flexible merit increase (any increase other than five percent (5%) or to award a merit increase in advance of the eligible date), the Department Head must complete the Flexible Merit Increase form and attach the employee's performance evaluation then forward to the County Administrator for approval.

6.17.2 Special Merit Advancement

Either (1) or (2) below can be awarded, but (1) and (2) may not be combined. Increase cannot exceed ten percent (10%) in the previous twelve (12) months.

- (1) Upon recommendation of the Department Head and approval by the County Administrator, an employee may be given a five percent (5%) merit step advancement before regularly scheduled as provided in Section 6.18.3. This special salary advancement shall be supported by an overall Outstanding rating with no areas of improvement needed in the written performance evaluation. Only one special merit increase can be given in a twelve (12) month period or in the first twelve (12) months following appointment to the position.
- (2) An employee may be advanced in the salary scale based on merit with a seven and one half percent (7 ½%) or ten percent (10%) increase, documented by an overall Outstanding rating in the written performance evaluation with no areas rated Improvement Needed. A seven-and-one-half percent (7 ½%) or ten percent (10%) increase must have the recommendation of the Department Head and approval by the County Administrator.

6.17.3 Merit Increase – Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status exclusive of overtime within the current class equals one thousand forty (1,040) hours. Each employee shall be considered for subsequent merit increases when the employee's total hours in paid status exclusive of overtime, at each step to which advanced, equals two thousand and eighty (2,080) hours.

6.17.4 Merit Advancement Non-Grievable

This entire Section 6.18, including subsections, regarding merit increases shall not be grievable or appealable under this Memorandum or any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the Department Head may, upon request, meet and discuss with the Department Head the reasons for the denial. The decision of the Department Head shall be final.

6.17.5 Effective Date Of Merit Increase

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

6.18 Deputy Public Defender III Temporary Assignment Premium Pay

- a) An employee in the class of Deputy Public Defender III may be temporarily assigned by the Public Defender to be responsible for serious felony trial duties normally performed by an employee in the class of Deputy Public Defender IV. The Public Defender shall evaluate the performance of the Deputy Public Defender III during the temporary assignment. If the Public Defender certifies that the Deputy Public Defender III fully performs to the satisfaction of the Public Defender, then effective at the beginning of the start of the first full pay period following six (6) total months of satisfactory work in the higher class assignment, a Deputy Public Defender III shall be entitled to receive a premium pay of 7% above the employee's base hourly pay for all subsequent hours of work spent in this higher class assignment.
- b) A Deputy Public Defender III, who has been certified under this Article 6.18 by the Public Defender as satisfactorily performing serious felony trial duties, will be eligible for the 7% premium pay whenever the Public Defender subsequently reassigns the Deputy Public Defender III to another future assignment to again perform serious felony trial duties.
- c) A Deputy Public Defender III may be certified under this Article 6.18 by the Public Defender to receive the 7% premium pay prior to completion of the six-month temporary assignment period if the employee has had equivalent previous

felony trial experience and demonstrates to the Public Defender that the employee has satisfactorily performed serious felony trial duties.

- d) At any time during a Deputy Public Defender III assignment to serious felony trial duties, the Public Defender may remove the Deputy Public Defender III from the assignment, and the 7% premium pay, if provided, shall cease effective with the last hour worked in the assignment.
- e) For the purposes of Section 6.18, "serious felony trial duties" shall mean "any case where the potential maximum sentence is an indeterminate term, including murder, some gang offenses, as well as child (13 years and under) sexual assault, forcible adult sexual assault; any case involving the alleged personal use of a firearm, as well as the attempt of any of the above; Sexually Violent Predators, or any other complicated case as the Department Head deems fit as an unusually complex and/or serious case".
- f) Any decision by the Public Defender to assign work under this Article 6.18 is within the Public Defender's sole discretion and may not be the subject of a grievance under the Article 16 of this Memorandum, the County's General Grievance Procedure, under any other appeal procedure or policy of the County.

6.19 Deferred Compensation – County Paid Program

The County shall deposit 4.50% of the biweekly base salary of each employee of this bargaining unit into the County-provided 401(a) Deferred Compensation account, provided that the employee is in paid status for at least 50% of the employee's regular work schedule in a pay period. Nothing in this Memorandum renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion of the plan or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 6.20 shall not be included in the calculations of retirement benefits.

6.19.1 Deferred Compensation – Administrative Fees

All employees who receive deferred County-paid 401(A) plan benefits shall pay a seventy-five cent (\$0.75) administrative fee per pay period.

6.20 Deferred Compensation – Voluntary Plan

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

6.21 PST/457 Deferred Compensation Retirement Plan

Part-time (less than 0.50 FTE) employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security.

The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

EMPLOYEE	COUNTY
3.5%	4.0%

6.22 Hourly Cash Allowance

The County shall pay each permanent full- and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of three dollars and forty five cents (\$3.45) per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of six hundred dollars (\$600.00) per month). This hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

6.23 Mileage Reimbursement

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

ARTICLE 7- HOURS OF WORK

7.1 Purposes Of This Article

This Article describes the parties' agreement on matters within the scope of bargaining related to schedules, hours, and overtime. Hours specified under types of employment in this section indicate the County's commitment to the minimum and maximum hours each employee shall be regularly scheduled, as long as there is sufficient work.

Article 7 applies to the following types of Employment:

FULL-TIME: An allocated position that is regularly scheduled to work 80 hours in a biweekly pay period of 14 consecutive calendar days.

PART-TIME: An allocated position that is regularly scheduled to work less than 80 hours in a biweekly pay period of 14 consecutive calendar days.

7.2 Work Schedules

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

7.3 Work Hours

Deputy Public Defenders shall work any and all hours necessary in the performance of their assigned duties without regard to fixed working schedules.

7.4 Overtime In A Board-Designated Emergency

Employees in this unit shall be eligible for straight time overtime when working beyond 40 hours in a week due to a Board of Supervisors' declared emergency. This straight-time overtime may be paid in cash upon authorization of the Board of Supervisors. Under no circumstances shall an employee covered by this Memorandum be paid or be compensated in any manner for overtime except under such conditions as may be set forth by the Board of Supervisors.

ARTICLE 8 - BAR DUES

The County will pay the State Bar of California dues for all probationary and permanent employees in the bargaining unit.

ARTICLE 9 - STAFF DEVELOPMENT

9.1 Staff Development Allowance – Amount

Subject to budgeted funds for this program, full time and part time (.04 FTE and greater) employees who are in allocated positions are eligible for Staff Development Benefit Allowance. As specified in the chart below, full-time and part-time employees shall receive reimbursement pursuant to the provisions of the Staff Development Benefit Allowance Program Administrative Manual. Carry-over funds shall not be cumulative from year to year.

	<u>Full-Time</u> 1.00 FTE	<u>¾ Time</u> > .75 FTE	<u>Part-Time</u> .40 - .74 FTE
<u>Annual Allowance</u>	\$950	\$950	\$600
<u>Max. Annual Carryover</u>	\$300	\$300	\$250
<u>Max. Annual Allowance</u>	\$1,250	\$1,250	\$1,000
<u>Wellness/Physical Fitness</u>	\$300	\$300	\$200

9.2 Staff Development Benefit Allowance – Computer Hardware And Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware as defined in the County's Staff Development Benefit Program Allowance Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head or designee and is subject to the specific job requirements for each job classification. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head or designee authorization in order to qualify for reimbursement. Department Head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the department head.

9.3 Staff Development – Pro-rated Benefits

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware and mobile devices made within one (1) year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware or mobile device or return it to the department in good condition.

9.4 Wellness/Physical Fitness

A specified portion of the annual Staff Development Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs. The annual amounts of the allowance which can be used towards reimbursable expenses for this benefit are specified in the chart in Section 9.1.

9.5 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Continuing education leave authorization shall be subject to the approval of the Department Head and must be directly related to the employee's present position or career advancement within the department. Continuing education leave shall be considered as time worked.

9.6 In-Service Training

Authorization

9.6.1 Attendance at in-service training courses may be authorized by the Department Head.

9.6.2. Payment For In-Service Training

There are three ways the expenses of the program may be paid:

- a. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget, with prior Department Head approval.
- b. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- c. By the individual employee: The employee may pay the in-service training expenses in whole or in part from the employee's private resources, if the employee requests and receives approval from the Department Head for paid release time to attend the authorized training.

9.7 Article 9, Staff Development, Non-Grievable

Article 9 of this MOU shall not be grievable or appealable under Article 16, Grievance Procedure, of this Memorandum or any County policy, resolution or rule.

ARTICLE 10 – HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

10.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one (1) County offered health plan).

An eligible employee is:

- A probationary or regular full-time or probationary or regular part-time employee.
- 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.

10.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in the County offered health plan will take place within the first 30 days following date of hire to a permanently allocated position of .40 FTE or greater, or it will be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

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

10.2.1 County Offered Medical Plans

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

10.2.2 County Contributions Toward Active Employee Medical

The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

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

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

10.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

The employee contribution is \$13 per pay period (\$28.26 per month).

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

10.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and offers computer vision care benefits to full-time active employees, with no employee contribution.

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 10.2.6 (Part-Time Employees – Health Benefits).

Vision benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

10.2.5 Life Insurance

The County shall offer a basic term-life insurance plan in the following amount for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution: two (2) times the annual salary computed on the basis of 26.089 times the bi-weekly salary in effect at the time of death. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Schedule of Insurance or Group Insurance Policy.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual enrollment periods specified in Section 10.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). Employees may purchase supplemental coverage in increments one times (1X) to four times (4X) their basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to the maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

10.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County’s medical, dental, and vision plans and the County’s contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, excluding overtime and including periods of qualified FMLA, CFRA and CDPL leaves without pay.

Part-time employees shall not be eligible to participate in the County’s life insurance program

10.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective the first pay period beginning on or after the Board of Supervisors approves this MOU, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 10. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above criteria, the County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 10.2.6.

<u>Coverage Level</u>	<u>Effective TBD – 8/18/14</u>		<u>Effective 8/19/2014 - 5/11/2015</u>		<u>Effective 5/12/2015</u>	
	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>
EE only	\$0.37	\$64.58	\$0.48	\$84.00	\$0.59	\$103.02
EE +1	\$0.59	\$103.33	\$0.77	\$135.00	\$0.95	\$164.83
EE + 2	\$01.27	\$221.00	\$1.66	\$288.57	\$2.03	\$353.21

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

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 11. Health benefits in this Article 10 are available only to active employees. When this MOU ends on March 31, 2016, the parties agree that the health benefits in this Article 10 are subject to negotiations for a successor MOU.

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

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

10.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all employees during the term of this Memorandum.

10.4 Long-Term Disability Benefit

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document for all full and part-time employees (0.40 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the sixtieth (60th) day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

10.4.1 Long-Term Disability Claims Dispute

The claims dispute process is described in the Summary Plan Description or Evidence of Coverage. The County Human Resources-Risk Management Division will assist employees with claims dispute processing.

10.5 Workers Compensation

10.5.1 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.

10.5.2 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular bi-weekly base salary as follows:

- ❑ All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- ❑ Once the sick leave balance is 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.

10.5.3 Leave Accrual While On Workers Compensation Leave

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

10.6 Health Benefits During Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue benefits coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section 10.6 shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 10.6. If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's paid status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrently with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement to employee paid benefits continuation under COBRA begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to fifty percent (50%) allocated full time equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

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

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

The employee must pay the total benefit premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to not less than fifty percent (50%) of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

10.8 Continuation Of Employee Paid Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 10.6 or 10.7, must notify the Auditor-Controller-Treasurer-Tax Collector's office (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage.

A Request for Leave Without Pay form signed by the employee and the Department Head shall be forwarded to the ACTTC's office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in

coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's medical, dental, vision, life insurance and long-term disability coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following the employee's return to paid status.

10.9 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 10.2.6. For pay periods with no paid status hours, pro-ration shall be based on the employee's FTE. Part-time employees shall be entitled to participate in Long-Term Disability as specified in Section 10.4 (Long-Term Disability).

10.10 COBRA Continuation Rates

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revision where applicable.

10.11 Salary Enhancement Plans

All of the following plans will be administered by the County in accordance with applicable Federal and State laws as amended and will not be grievable or arbitrable under Article 16, Grievance Procedure in this Memorandum or any County policy, rule or regulation.

10.11.1 IRS Section 414(h)(2)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

10.11.2. IRS Section 125:

10.11.2.1 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.

10.11.2.2 Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

10.11.2.3 Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

10.12 Benefits: Plan Documents And Other Controlling Documents

While mention may be made in this Memorandum of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

ARTICLE 11 – MEDICAL BENEFITS FOR FUTURE RETIREES

11.1 Retiree Medical Coverage

11.1.1 An eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Section 11.2 but are 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 retiree's plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner; or

- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

11.1.2 An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of the loss of other coverage, or,
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in #4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in Section 11.1.1 above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

11.2 County Contribution Toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility

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

- 1) Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.

- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the ten (10) year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.
- 5) Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 11.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Section 11.3 (County Contribution toward Retiree Medical Plans – Employees Hired on or After 1/1/2009, Effective 1/1/2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active employees under Article 10.2.2, but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution #08-0712, Article 16.4.D, adopted by the Board of Supervisors on August 19, 2008. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this Section 11.2, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

11.3 County Contribution Toward Retiree Medical Plans – Employees Hired On or After January 1, 2009, Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Section 11.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance

- a. Participants may access the balance in their 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.

4) Survivors Of Eligible Retirees With Account Balances

- a. Spouses and eligible dependent children or dependent adults who are disabled may continue to access account balances after the death of the retiree, subject to any limitations and maximums established by law.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
 - b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.
- C. 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.

11.4 Surviving Dependents – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree survived, if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 11.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the county contribution.

11.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan as defined in Section 11.3, eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs including premiums.

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 12 - HOLIDAYS

12.1 Scheduled Holidays

The County shall provide full-time and part-time employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the paid holiday. For full-time employees, this

holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- (1) New Years Day, January 1*
- (2) Martin Luther King's Birthday, third Monday in January
- (3) Lincoln's Birthday, February 12*
- (4) Presidents' Day, the third Monday in February
- (5) Memorial Day, the last Monday in May
- (6) Independence Day, July 4*
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11*
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25*
- (12) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, Thanksgiving or special observance.

**Date specific holidays.*

12.2 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

12.3 Holidays – Observed

If a date specific holiday listed in Section 13.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 12.1 falls on a Sunday, the following Monday shall be the County observed holiday.

12.4 Holidays – Compensation For Holidays

For the purpose of this Section (12.4), holiday pay is defined as eight (8) hours of pay at the employee's base hourly rate, excluding overtime, premium pays or any other pays except as otherwise provided by this Memorandum.

- a. An employee regularly scheduled to work on either the actual date of a paid holiday or the date on which the holiday is observed is entitled to receive holiday pay. An employee who is regularly scheduled to work both the actual

date of the paid holiday and the date on which the holiday is observed is entitled to receive only one (1) day of holiday pay.

- b. An employee who is required to work on a paid holiday shall not receive overtime for the time actually worked.

Any full-time employee whose regularly scheduled day off falls on a holiday shall ~~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.~~ ~~elect to receive eight (8) hours of compensatory time or eight (8) hours of paid holiday.~~ This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- c. Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor be less than three and two-tenths (3.2) hours for each holiday in the pay period.

ARTICLE 13 - VACATION

13.1 Vacation – Maximum Accumulation

Employees shall accrue vacation at the rate specified in the table in Section 13.3, and the maximum accruals are as specified in the same table.

13.2 Vacation – Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis; usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

13.3 Vacation – Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation at the appropriate rate shown below. In-service hours include all hours in paid status up to a maximum of eighty (80) hours in a pay period. In lieu of overtime, during each year employees have seven and one half (7 ½) days (60 hours) of Administrative Leave added to their vacation accrual. The equivalent days and the maximum accumulation columns below for employees include both vacation and administrative leave. Rates shown below will be adjusted to reflect any unpaid time

in each pay period. The accrual rates and maximum accumulated hours are shown in the chart below.

Years Comp Full-Time Service	No. of Comp In-Service Hours	Vacation Accrual Per 80 In- Service Hours	Admin Leave	Maximum Accumulation
0 - 10	0 - 20,870	5.25	2. 30	480
10 - 15	20,871 - 31,305	6.48	2. 30	480
15 - 20	31,306 - 41,741	7.09	2. 30	480
20 - 25	41,742 - 52,177	7.70	2. 30	480
More than 25	52,178 or more	8.01	2. 30	480

13.4 Vacation Accrual Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4,174 hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two (2) years shall be returned to the place on the accrual table (in Section 13.3, above) that the employee occupied when laid off.

13.5 Vacation Schedules

Vacation schedules shall be arranged by the Department Head with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in a year as accrues to the employee in that year. Each employee's vacation time may be divided as the needs of the service require or permit. No employee may take vacation without advance approval of the Department Head. No employee may take vacation leave in advance of that actually accumulated at the time the leave is taken.

13.6 Payment For Unused Vacation

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

ARTICLE 14 – SICK LEAVE

14.1 Sick Leave Accrual And Use

Employees shall accrue and accumulate sick leave with full pay at the rate of 3.680 in-service hours for each completed eighty (80) hour pay period of service. In-service hours include all hours in paid status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of sick leave benefits shall be governed by the same rules and regulations applicable to full-time employees. Employees shall document sick leave usage as provided in Section 14.3.

14.2 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. When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job, or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. When a child, domestic partner or spouse of an employee who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent (defined as biological, foster, adoptive, step-parent, legal guardian or person who stood in loco parentis to the employee when the employee was a child) is incapacitated by illness or injury and it is necessary for the employee to care for the child, domestic partner, spouse, or parent. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include a parent-in-law. Sick leave under this Section 14.2 (d) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the Department Head and the Director of Human Resources by reason of exceptional hardships.

14.3 Sick Leave Documentation

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

14.4 Sick Leave Conversion At Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of all unused sick leave remaining to the employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

14.5 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee's credit at the time of separation, computed on the basis of the employee's base hourly rate, 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 14.4 (Sick Leave – Conversion at Regular Retirement).

14.6 Sick Leave Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to the employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

14.7 Sick Leave Payoff At Disability Retirement

The County shall pay each employee separated from County service by disability retirement at the employee's base hourly rate for all unused sick leave remaining to the employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

14.8 Medical Examinations

The Department Head may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. A determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the Department Head and the employee concerned. The examination shall be paid by the department.

ARTICLE 15 – MISCELLANEOUS LEAVES OF ABSENCE

15.1 Leaves Of Absence Without Pay Usage Reference Table

Employees will be required to use paid leaves before a Leave of Absence Without Pay (LWOP) as shown in the following table:

MISCELLANEOUS LEAVES				
Employees will be required to use paid leaves before a Leave of Absence Without Pay				
Event	Sick	Vacation	CTO	Comment
Section 14.2.a - During the employee's own incapacity due to illness or injury	Yes, you may keep 40 hrs.	No	No	
Section 14.2.c – When a woman employee is disabled by pregnancy.	Yes, you may keep 40 hrs.	No	No	
Section 14.2.b – During the time needed by the employee to undergo medical or dental treatment or examination.	Yes, you may keep 40 hrs.	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Sections 14.2.d – When a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her.	Yes, you may keep 40 hrs	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 15.3.2 – Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 9.5 – Education Leave	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 15.8 – Sabbatical	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO

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

15.2 Compassionate Leave

Any full-time employee may be granted up thirty-two (32) hours of leave with pay, in the event of the death of a spouse, domestic partner, son, son-in-law, daughter,

daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship in loco parentis, and the mother or father of the employee or the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

A part-time employee shall be eligible for a pro-rated compassionate leave. Ongoing work schedule for purposes of this Section shall mean an average of the two (2) pay periods immediately preceding the need for compassionate leave or the employee's normal bi-weekly allocation of hours, whichever is greater.

15.3 Family Care And Medical Leave

Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Care Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA run concurrently as allowed by law.

15.3.1 Family Care And Medical Leave – 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.

15.3.2 Family Care And Medical Leave – Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

15.3.2.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

15.3.2.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

15.3.2.3 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.)

15.3.2.4 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.)

15.3.2.5 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.

15.3.3 Family Care And Medical Leave To Care For A Covered Service Member With A Service Injury Or Illness

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

15.3.3.1 An eligible employee's entitlement is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

15.3.3.2 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

15.3.4 Family Care And Medical Leave – Paid Status And Benefits

15.3.4.1 Except as provided in this Section, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium

during the period of family care and medical leave for up to twelve (12) work weeks for employees on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

15.3.4.2 Nothing in this Section 15.3 shall preclude the use of medical or pregnancy disability leave in Section 10.6 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 15.3.3 or Section 10.6 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 10.8 (Continuation of Health Benefits Coverage) applies.

15.3.5 Relationship Of Family Care and Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 15.1 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

15.3.6 Family Care And Medical Leave – 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.

15.3.7 Family Care And Medical Leave –Notice To The County

15.3.7.1 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.

15.3.7.2 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.

15.3.7.3 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.

15.3.8 Family Care And Medical Leave – Medical Certification

15.3.8.1 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.

15.3.8.2 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.

15.3.8.3 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 health care provider that the employee is able to resume work.

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.

15.3.9 Family Care And Medical Leave – 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.

15.3.10 Family Care And Medical Leave – 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 fifteen (15) 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.

15.3.11 Family Care And Medical Leave – 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.

15.3.12 Family Care And Medical Leave – 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.

15.3.13 Family Care And Medical Leave – Minimum

This Section 15.3 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section 15.3 provided it is consistent with this MOU, the applicable provisions of the Sonoma County Civil Service Rules and County leave policies.

15.4 Time Off For Donating Blood

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

15.5 Court Leave

A full-time or part-time employee is entitled to pay at the employee’s base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee’s connivance or misconduct. An employee may retain any payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave, the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the base hourly rate of pay for those hours spent traveling to and from the court or

administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work. These provisions do not apply to employees whose appearances are in the line of duty.

15.6 Jury Duty

The County of Sonoma encourages employees to perform services as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to full pay for the period of time as may be required to attend the court in response to a jury duty summons. An employee may retain any payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

15.7 Voting

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

15.8 Sabbatical Leave – Requirements

15.8.1 Sabbatical Leave – Eligibility

The Department Head, within his/her sole discretion, may allow an employee a sabbatical leave from the employee's position with the County for a period not to exceed six (6) calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in paid status. Each subsequent sabbatical leave shall require the equivalent of an additional seven (7) years of similar service. Any unpaid absence from work which lasted longer than two (2) full pay periods shall not be counted in the qualifying period.

15.8.2 Sabbatical Leave – Application

An employee must apply for the sabbatical leave in writing to the employee's Department Head who shall respond to the request in writing

by either approving or disapproving the leave. The decision of the Department Head is final, non-appealable, and non-grievable under this Memorandum any County policy, resolution or rule.

15.8.3 Sabbatical Leave – Continuation of Benefits

During the sabbatical leave and notwithstanding any other section of this Memorandum, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's and their eligible dependents' health, dental, vision care, life, long-term disability benefits, and any other health and welfare benefits as may be granted employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector in order to continue coverage during the period of the sabbatical leave.

15.9 Disaster Leave

Employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time during a Board of Supervisors' declared state of emergency. Donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than ninety (90) days from the last day lost by the employee.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 Purpose

County and Association agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly. This procedure shall become available for grievances which occur after the Board of Supervisors adopts a resolution implementing this Memorandum.

16.2 Definitions

16.2.1 Grievance

A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service

Commission; performance review appraisals or denial of a merit increase, except as provided in Section 16.18.4 and any provision of this Memorandum specifically identified as not grievable.

16.2.2 Day

“Day” shall mean a regular County business day, Monday through Friday, 8 a.m. to 5 p.m.

16.2.3 Grievant

A “grievant” shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in Article 16.2.1 above.

The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5, Association Rights, of this Memorandum.

16.3 Representation

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by an Association representative who may be a County employee or a non-County employee; however, only the Association may request arbitration of a grievance.

16.4 Initiation Deadline

The grievance must be initiated within 10 days from the date of the action or occurrence giving rise to the grievance or within 10 days of when the grievant knew of or could have reasonably discovered the action or occurrence.

16.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may be extended only by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the County representative to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

16.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee’s immediate supervisor within ten (10) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within ten (10) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative

personnel. Discussions will be held whenever possible during the grievant's work hours.

16.7 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Employee Relations Manager, to the immediate supervisor within five (5) days after receipt of the immediate supervisor's response. The written grievance shall:

- a. Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b. Set forth the specific section(s) of this Memorandum allegedly violated;
- c. Indicate the date(s) of the incident(s) grieved; and
- d. Specify the remedy or solution to the grievance sought by the grievant.

16.8 Second Step Response

The immediate supervisor shall respond to the written grievance in writing within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Employee Relations Manager. The written response shall include:

- a. A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b. The remedy or correction which has been offered, if any.

16.9 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the next higher level of supervision (identified by the Department Head) and to the Department Head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two.

16.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the person occupying the next higher level of supervision together with the Department Head, or representative, shall meet with the grievant and thoroughly discuss the grievance. The Department Head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

16.11 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Mediation and Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

16.12 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.

16.13 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 arbitrator may be selected by mutual agreement of the Association and County. However, 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 with public sector labor relations experience. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

The Association shall, within fourteen (14) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the fourteen (14) day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timelines mutually agreed upon by the parties in writing shall immediately terminate the grievance and all rights provided under the grievance procedure.

16.14 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses

to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

16.15 Arbitrator's Authority

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum. The Arbitrator shall consider and make a decision with respect to only the specific issue(s) submitted, and shall have no authority to make a decision on any other issue not submitted. In the event the arbitrator finds a violation of this Memorandum, the arbitrator shall fashion an appropriate remedy. The arbitrator shall have no authority to substitute the arbitrator's judgment for that of the County as to any matter within the County's discretion under this Memorandum. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

16.16 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$5,000 per individual grievant, it is binding on the County. To the extent that the award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum. If the Association is the grievant, then the \$5,000 limit shall apply to each employee who has been identified by the Association and sustained by the arbitrator as employees directly affected by the grievance and the remedy sought and imposed.

16.17 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final as described in Section 16.16. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

16.18 Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 17 - LAYOFF POLICY AND BENEFITS

17.1 Layoff – Applicability

The following layoff policy and benefits shall be applicable to regular full-time and part-time employees. Neither the layoff nor the decision to layoff shall be grievable under this Memorandum or any County grievance procedure, policy, rule or regulation.

17.2 Layoff – Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (twenty one (21) calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address.

17.3 Layoff – Severance Period

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

17.4 Layoff – Medical Benefits

For employees who continue to be laid off from County service, and lack medical coverage, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) its usual contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty four (24) total months.

ARTICLE 18 - RETIREMENT

18.1 Retirement – Credit For Prior Public Service

In addition to any other retirement buyback provision authorized by law and applicable rules of the Sonoma County Employees' Retirement Association ("SCERA"), employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma to the extent allowed

by Government Code Sections 7522.46, 31641.1 and 31641.2 and other provisions of law, during the term of this Memorandum.

18.2 Retirement – Employees Hired On Or Before December 31, 2012 Or Qualified For Pension Reciprocity

This Section 18.2 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

18.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 18.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

18.2.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 18.2 who are contributing members of the SCERA.

18.2.3 Required Employee Contribution

SCERA members covered by this Section 18.2 will contribute the amount required by SCERA as employee contributions, and shall pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also shall pay a pretax statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

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

This Section 18.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

18.3.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 18.3, final compensation shall mean the

highest average annual pensionable compensation earned during 36 consecutive months of service.

18.3.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 18.3 who are contributing members of the SCERA.

18.3.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 18.3 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 18.3 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 Employment In More Than One Position

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a regular position may be employed by the County of Sonoma in any other regular, temporary or seasonal position, nor shall any person be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than forty (40) hours of regularly scheduled work in any calendar week.

19.2 Continuous Service

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

19.3 Personal Property

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss

thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977, and as amended by Board of Supervisors Resolution No. 90-0721 dated April 24, 1990.

19.4 Direct Deposit

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

19.5 Discrimination Prohibited – EEO

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

19.6 Conflict Of Interest/Incompatible Activities

19.6.1 Conflict Of Interest

Each affected employee shall be furnished with a copy of the Conflict of Interest Code adopted for the Department.

19.6.2 Incompatible Activities

The Department Head shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Employees who violate the department policy are subject to disciplinary action, up to and including termination. The department incompatible activities policy includes notice and appeal procedures, as well as the following prohibitions: Employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

19.7 Distribution Of Memorandum of Understanding

This Memorandum of Understanding is available on-line at the County's internet and intranet sites.

19.8 MOU – Invalidation Of Article/Section

If during the term of this Memorandum, any provision of this Memorandum is rendered invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion of this Memorandum shall be restrained by any tribunal, the provision of this Memorandum shall be immediately suspended and be of no effect so long as the law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

19.8.1 MOU – Replacement Of Suspended Or Invalidated Provision

In the event of suspension or invalidation of any provision of this Memorandum, the parties agree except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for the provision.

19.9 Health Care Reform Reopener

The County and the Union agree to reopen the MOU solely to make necessary changes to health and welfare benefit eligibility and/or coverage options as required by the Patient Protection and Affordable 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.

19.10 Domestic Partner

19.10.1 Domestic Partner Defined

The term "domestic partner" as used in the MOU is based on the definition below:

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

- a. the two parties reside together and share the common necessities of life;

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

19.10.2 Termination Of Domestic Partnership

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

19.10.3 New Statements Of Domestic Partnership

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

ARTICLE 20 - FULL PERFORMANCE

20.1 No Strike Obligation

The Association and all employees covered by this Memorandum agree that it and they shall abide by and uphold all laws. In addition, the Association agrees that all employees represented by the Association shall not, during the terms of this Memorandum, withhold work in any manner or form whatsoever or fail to fully and faithfully perform all duty assignments given them individually or collectively by the County. The foregoing covenant by the Association is a material inducement to the County's execution and ratification of this Memorandum, and is a condition precedent to the continued performance by the County of its obligations under this Memorandum. The County may discipline any employee covered by this Memorandum who violates this provision.

20.2 No Lockout

County also acknowledges its continuing responsibilities to its employees and agrees that during the term of this Memorandum it will not "lock out" employees covered by this Memorandum.

ARTICLE 21 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

21.1 MOU – Full Understanding

This Memorandum is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Memorandum.

21.2 MOU – Modification

No amendment, alteration, understanding, variation, waiver or modification of any of the terms or provisions of this Memorandum shall in any manner be binding on the parties unless made and executed in writing between the parties and approved and implemented by the County's Board of Supervisors.

21.3 Full and Unqualified Meet And Confer Waiver

Except as specifically provided in this Memorandum, it is agreed and understood that Association voluntarily and unqualifiedly waives its right to and releases the County, during the terms of this Memorandum, from any obligation to meet and confer on any subject or matter contained in the Memorandum or with respect to any subject or matter not specifically referred to, or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. In exchange for the terms and conditions expressed in this agreement, the Association acknowledges that the County has fulfilled its obligations under Government Code Section 3505 for the full term of this Memorandum.

21.4 MOU – Non-Precedent Setting

The failure of either party to this agreement to seek enforcement of any of the terms or conditions contained in this Memorandum shall not constitute a precedent in the future enforcement of any or all of the terms and provisions of this Memorandum.

21.5 Civil Service Commission Authority – No Limit

Nothing in this Memorandum 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 under that ordinance.

21.6 Full Force And Effect

The County and the Association agree that any policy, procedure, rule, regulation, benefit, or form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum is repealed in its entirety, and that this Memorandum is in full force and effect on the date of the Board of Supervisors implements it.

ARTICLE 22 - ENACTMENT

The Board of Supervisors will amend its written policies and take other appropriate action by resolution or otherwise in order to give full force and effect to this Memorandum. The below named representatives of the County and the Union agree to recommend the Board's implementation of this Memorandum of Understanding:

SIGNATURES

COUNTY OF SONOMA

SONOMA COUNTY DEPUTY PUBLIC
DEFENDER ATTORNEYS'
ASSOCIATION

Janae Novotny, Lead Negotiator

[Name]

[Name]

[Name]

DATE: _____

[Name]

DATE: _____

APPENDIX A – SALARY TABLE

SONOMA COUNTY PUBLIC DEFENDER ATTORNEYS’ ASSOCIATION – Unit 60

Effective 1-13-2009 through 10-27-14

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
	DEPUTY PUBLIC DEFENDER I	\$37.83	\$45.99	\$6,579.65	\$7,998.89	1/13/2009
	DEPUTY PUBLIC DEFENDER II	\$41.56	\$50.52	\$7,228.39	\$8,786.78	1/13/2009
	DEPUTY PUBLIC DEFENDER III	\$47.81	\$58.12	\$8,315.43	\$10,108.62	1/13/2009
	DEPUTY PUBLIC DEFENDER IV	\$53.84	\$65.45	\$9,364.21	\$11,383.50	1/13/2009

SONOMA COUNTY PUBLIC DEFENDER ATTORNEYS’ ASSOCIATION – Unit 60

1% COLA Effective 10-28-14

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
	DEPUTY PUBLIC DEFENDER I					
	DEPUTY PUBLIC DEFENDER II					
	DEPUTY PUBLIC DEFENDER III					
	DEPUTY PUBLIC DEFENDER IV					

SONOMA COUNTY PUBLIC DEFENDER ATTORNEYS’ ASSOCIATION – Unit 60

2% COLA Effective 7-7-15

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
	DEPUTY PUBLIC DEFENDER I					
	DEPUTY PUBLIC DEFENDER II					
	DEPUTY PUBLIC DEFENDER III					
	DEPUTY PUBLIC DEFENDER IV					

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: November 12, 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 Prosecutors' Association (SCPA)

Recommended Actions:

Adopt resolution approving the Memorandum of Understanding (MOU) between the County of Sonoma and the Sonoma County Prosecutors' Association (SCPA) for the period of November 12, 2013 through March 31, 2016.

Executive Summary:

Representatives of the County of Sonoma and of the Sonoma County Prosecutors' Association (SCPA) 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. SCPA members have ratified the tentative agreement. The goals of reducing pension costs and reducing total salary and benefits costs by 3% before assisting families with healthcare costs have all been achieved in this agreement.

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

New Pension Tiers and Increased Employee Pension Contributions

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

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

- Holiday Compensatory Time: Eliminate the ability to receive pensionable compensation for a holiday.
- Floating holiday hours (17 hours total): Nine hours of floating holiday hours eliminated; Eight hours of floating holiday 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 November 12, 2013: EE Only = \$59.38; EE+1 = \$158.33/mo.; EE+2 = \$190/mo
 - Effective August 19, 2014: EE Only = \$78; EE+1 = \$208/mo; EE+2 = \$249.60/mo
 - Effective May 12, 2015: EE Only = \$93.78; EE+1 = \$250.08/mo; EE+2 = \$300.10/mo

Additional Provisions

- Salaries –Increase salary scales by 1.0% effective November 25, 2014 and increase salary scales by 2.0% effective July 7, 2015.
- 35 hours of paid release time annually for Association President (for training and conducting Association business).
- Standby rate for Homicide/Critical Incident/RCC-MDIC (Redwood Children’s Center Multi-Disciplinary Interview Center) adjusted to County standard rate of \$4.75 per hour, effective July 7, 2015.
- Added a departmental grievance procedure.
- Increased arbitration award cap to \$100,000
- Eliminated salary and benefit ties to unrepresented administrative management.
- Rewriting of language for clarity and ease of administration.

Prior Board Actions:

07-13-2010: Approved SCPA MOU for period of July 13, 2010 – July 1, 2012

Strategic Plan Alignment Goal 3: Invest in the Future

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

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

This agreement produces an average of \$285,000 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 \$133,000 over the 2 years in HRA contributions, resulting in a total net savings average of 2.31%.

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:

A – SCPA successor MOU for 2013-2016

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



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving The Memorandum Of Understanding Between the County of Sonoma And The Sonoma County Prosecutors' Association, For The Period Of November 12, 2013 Through March 31, 2016.

Whereas, the Sonoma County Prosecutors' Association (SCPA) is a recognized employee organization representing employees in the classifications of Deputy District Attorney I/II/III/IV, and Child Support Attorney I/II/III/IV;

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

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

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

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

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

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

Be It Further Resolved that the terms and conditions of the MOU shall be in full force and effect from November 12, 2013 Through March 31, 2016, except as specified otherwise in the MOU.

Resolution #

Date:

Page 2

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

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

COUNTY OF SONOMA

SONOMA COUNTY PROSECUTORS' ASSOCIATION
(SCPA)

Bargaining Unit: 0045

TENTATIVE AGREEMENT

October 25, 2013

The County Of Sonoma ("County") and the Sonoma County Prosecutors' Association ("SCPA") 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 SCPA bargaining unit and the County Board of Supervisors. Both parties agree to recommend the total package agreement to their constituents.

Amend SCPA MOU as attached.

FOR THE COUNTY:



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


Date: 10/25/2013



Lynne Durrell, HR Analyst

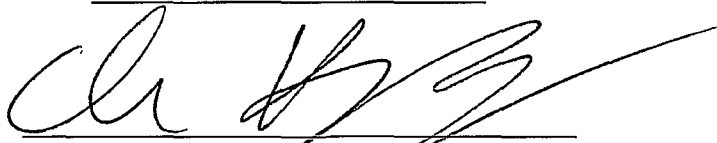
Date: 10/25/13

FOR SCPA:



Matt Finnegan, Chief Negotiator
Teamsters Local Union 856

Date: _____



Chris Honigsberg, President, SCPA

Date: 10/25/13



Traci Carrille, Deputy District Attorney

CRAIG BROOKS
Date: 10/25/13



Robert Wanes, Deputy District Attorney

Date: 10/25/13

TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF SONOMA

AND THE

SONOMA COUNTY PROSECUTORS' ASSOCIATION

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



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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA
AND THE
SONOMA COUNTY PROSECUTORS' ASSOCIATION
DISTRICT ATTORNEY & CHILD SUPPORT ATTORNEY UNIT
NON-SUPERVISORY**

ARTICLE 1: PREAMBLE

This Memorandum of Understanding between the duly appointed representatives of Sonoma County, ("County"), and the Sonoma County Prosecutors' Association, in affiliation with International Brotherhood of Teamsters Local Union No. 856, ("Association"), contains the agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend to the County Board of Supervisors the adoption of the Memorandum, which shall be effective on the date approved by the Board of Supervisors. The Memorandum of Understanding shall apply only to those classifications within the bargaining unit listed under Article 2 Recognition.

ARTICLE 2: RECOGNITION

Pursuant to the provisions of the Employee Relations Policy of the County of Sonoma and applicable state law, the Association is certified by the County as the representative of all regular full-time and regular part-time employees of the District Attorney's Office and the Department of Child Support Services in the following classifications:

**DISTRICT ATTORNEY'S OFFICE & DEPARTMENT OF CHILD SUPPORT SERVICES
NON-SUPERVISORY**

Deputy District Attorney I	Child Support Attorney I
Deputy District Attorney II	Child Support Attorney II
Deputy District Attorney III	Child Support Attorney III
Deputy District Attorney IV	Child Support Attorney IV

ARTICLE 3: TERM OF MEMORANDUM

This Memorandum of Understanding shall take effect on the date approved by the Board of Supervisors (November 12, 2013), and shall remain in full force and effect, up to and including March 31, 2016. The Memorandum of Understanding shall expire at 11:59 p.m. on March 31, 2016. Either party shall serve on the other party its written request to commence

negotiations for any successor Memorandum of Understanding by November 2, 2015. Negotiations shall commence by December 2, 2015. If neither party notifies the other of its intent to negotiate a successor Memorandum of Understanding by November 2, 2015 the Agreement shall renew automatically from year to year unless either party notifies the other party in writing, prior to any November 2nd, of any year of its desire to modify or terminate this Memorandum.

ARTICLE 4: MANAGEMENT RIGHTS

Except as limited in this Memorandum, the exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work in addition to and not inconsistent with the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the County's services are to be provided, purchased or contracted, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and public. The County retains its rights to assign and place volunteers in accordance with County policy as adopted on November 26, 1985. Any changes to the Volunteer Policy will be subject to the meet and confer process

ARTICLE 5: ASSOCIATION RIGHTS

5.1 Association's Recognized Right To Represent

The Association and its authorized representatives have the recognized right to represent all members of the District Attorney & Child Support Attorney Non-Supervisory bargaining unit on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code 3500 et seq.

5.2 Association Employee Contact

Subject to approval of the designated Department representative, Association non-employee representatives and Association stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.

With the approval of the designated Department representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work

time. Unless otherwise agreed to by Department, meetings with employees for purposes other than those specified shall be conducted on the employee's own time. The Department shall provide the Association with a written explanation if the Department denies requested Association access to employees under this Section 5.2.

5.3 Association Meetings And Meeting Space

Upon Association's request, the County may provide meeting space outside working hours, provided space is available and Association complies with all departmental rules and County policies. Request for use of facilities shall be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed.

Association membership meetings shall normally be held outside normal working hours. Advance permission from the Department Head or designee is required for Association membership meetings held during normal working hours.

5.4 Association Bulletin Boards

If requested by the Association, the County will furnish adequate bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards where the Association and the County agree that they are required, with the Association having the option to supply the bulletin boards or to reimburse the County for the cost of the board(s). All materials posted on the bulletin boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Association. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Association.

5.5 Association Employee Lists

Annually, or upon request, the County will provide the Association with a data run of bargaining unit employees showing each employee's name, job classification, employee status, and the employee's home address and social security number. The Human Resources Director and the Association's designated representative may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Association. The Association recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information, for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Association agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Association's breach of its duty under this Memorandum.

5.6 New Employee Information

The County shall notify new bargaining unit employees that the Association is the recognized employee organization for the employee's classification. Each new employee shall receive a copy of the Association's standard introductory packet, copies of which shall be provided to the Human Resources Department by the Association.

An Association Steward or non-employee representative shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Association. These activities shall be conducted on the Association Steward's and the newly-hired employee's own time.

5.7 Association Stewards

The Association may designate Association Stewards among employees represented by the Association to represent and assist individual employees as provided for in this Memorandum. The Association will provide the County's Employee Relations Manager with a current and updated list of Association Stewards.

Duties required by the Association of its Stewards - excepting attendance at formal meetings with the County, meetings with supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Association Stewards' or other employees' regular work assignments. Stewards may leave duty or work for purposes of Association representation with the approval of the Steward's supervisor or other authorized Department representative. Department approval will not be capriciously or arbitrarily denied. The Association's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Association and the County agree that employee performance evaluation meetings that do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal or discriminate against any Steward for the Steward's protected activities as provided for under this Memorandum.

5.8 Association Business

Upon request from the Association designee, the County agrees to authorize member(s) of the Association release time to attend to Association business related to the County of Sonoma. The Association shall normally request release time four (4) days in advance of the release date. The Association and the County agree that issues will come up where four (4) days advance notification is not possible. The Association will make every effort to notify the County as soon as possible and consider department operations when designating employees for release time in

these situations. The Association shall specify in the request whether the time to be used will be paid time or unpaid time.

The Association is authorized a total of 35 hours of paid release time each Fiscal Year. Unpaid release time requested by the Association may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Association shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Association member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the Association member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

The Association shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken by the County and/or the Association under this Article, including, but not limited to, Association members taking paid release time to attend to Association business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

5.9 Release Time

Association Business Time for employees shall be provided as specified in this Memorandum of Understanding and as required by law. The table below is provided as a guide only.

Association Business Time	County Release Time
Four (4) days advance notice Completion of release time form. Approval of Employee Relations and Department designee. Association time bank hours charged. (see Article 5.8)	Pre-approval from Employee Relations and Department designee. Association time bank hours not charged (see Article 5.8)
Examples of Association Business Time include: <ul style="list-style-type: none"> • Steward Training • Internal Association Matters • Association Safety Meetings • Civil Service Commission Meetings – general attendance • Meetings with business agents or Association officials. • Association organizing campaigns, special elections and ratifications 	County Release Time includes: <ul style="list-style-type: none"> • Joint Labor Management Committees i.e., Joint Labor Management Benefits Committee meeting (JLMBC), Housing Assistance Committee (HAC), etc. • County Initiated Informational Meetings/Surveys • Meet and Confer under the MMBA • Civil Service Commission Meetings (Appellants and Appellant's Representative) • Grievances (Grievant and

Association Business Time	County Release Time
<ul style="list-style-type: none"> • BOS Meetings 	Representative) <ul style="list-style-type: none"> • Grievances (Grievant and Representative) <ul style="list-style-type: none"> -Investigations -Grievance meetings - Arbitration • Notice of Intended Disciplinary action. (Skelly) Meeting

The Association's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

All other release time requests not contemplated on the list above will be considered Association Business and charged to the Association time bank hours as specified in Article 5.8.

ARTICLE 6: SALARY ADMINISTRATION AND OTHER COMPENSATION

6.1 Salary Scales And Adjustments

Salary scales for classifications represented by the Association are listed in Appendix A (Salary Table).

Salary Adjustments:

Effective with the pay period that begins November 25, 2014, the County shall increase by one percent (1.0%) the A-I steps of each scale in the Salary Table specified in Appendix A.

Effective with the pay period that begins July 7, 2015, the County shall increase by two percent (2.0%) the A-I steps of each scale in the Salary Table specified in Appendix A.

6.2 Salary Upon Employment

- a. Except as otherwise provided in this Memorandum, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary scale for the class.
- b. In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed

for the particular class may be authorized at a higher rate than the minimum upon recommendation of the Department Head with the approval of the County Administrator. The Department Head may authorize an advanced step salary placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.3 Salary – Consideration Upon Reappointment Or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time basis in the same or closely related class in the same or in a lower salary scale within five (5) years of resignation, shall not be paid less than two (2) steps below the step paid at the time of resignation. Approval of the County Administrator is only required if the person is rehired at a step which exceeds the step paid at the time of resignation. The Department Head may authorize an advanced step placement through Step E. County Administrator approval is required for advance step placements Steps F through I.

6.4 Salary Upon Restoration

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff, and reappointed within two (2) years in the same class from which separated, or in a closely related class in the same salary scale, or in a lower salary scale than the class from which separated, shall be paid at the same step in the salary scale as the employee was paid at the time of displacement, layoff or voluntary demotion, or the step of the scale which is closest to but not exceeding the rate the employee is currently being paid as a County employee, whichever is greater. The employee shall be considered for merit increase when the employee's total hours in paid status before and after separation and restoration equal the number of hours required for merit increase.

6.5 Salary Upon Promotion

- A. Except as otherwise provided in this Memorandum, any full-time or part-time employee who is promoted to a position of a class allocated to a higher salary scale than the class from which the employee was promoted shall receive the salary step rate of the appropriate scale which would constitute an increase of salary most closely equivalent to five percent (5%) of the employee's step rate before promotion, but not less than the minimum salary scale for the new class nor greater than the maximum salary of the new class.
- b. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.
- c. An employee who is promoted shall be considered for a merit increase when the employee's total hours in paid status, exclusive of overtime subsequent to promotion, equals one thousand forty hours (1,040). The effective date of the merit increase shall be in accordance with Section 6.18.5 (Effective Date of Merit Increase).

6.6 Advanced Salary Upon Promotion

Upon promotion of a full-time or part-time employee to a new class, the Department Head may recommend to the County Administrator that the person being promoted receive a rate of pay that is higher than that to which the employee is entitled but in no way exceeds the top of the scale. The Department Head may authorize an advanced salary step placement through Step E. County Administrator approval is required for advance step placements for Steps F through I.

6.7 Salary Upon Demotion During Probation (Failed Probation)

A full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status, shall have the employee's salary reduced to the salary the employee would have received if the employee had remained in the lower class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the employee's period of service in the higher class.

6.8 Salary Upon Involuntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall have the employee's salary reduced to the salary in the scale for the new class next lower than, but not more than five percent (5%) lower than the salary received before demotion, except that the employee will not be paid more than the maximum of the scale of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.9 Salary Upon Voluntary Demotion

A full-time or part-time employee, to whom the circumstances described in Section 6.7 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary scale than the class from which the employee is demoted, shall receive the highest salary step in the scale for the new class which does not exceed the salary received before demotion, but not exceeding the maximum of the salary for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion.

6.10 Salary Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two (2) years shall be reappointed at either the same step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

6.11 Temporary Assignment To A Higher Class

An employee assigned by the Department Head to perform the majority of duties of a limited term project position, with the approval of the County Administrator and the Director of Human Resources, or to a higher classification to fill a vacancy caused by resignation, termination, promotion, or an extended leave of absence,

must complete the required personnel forms and must meet the minimum qualifications of the higher classification or position. The employee shall be paid according to the salary of the scale for the new class which would constitute an increase in salary at the step most closely equivalent to five percent (5%) greater than the employee's salary before promotion, but not less than the minimum salary of the new class, or not greater than the maximum salary of the new class or a salary rate assigned to the limited term project position. The employee shall receive this salary as long as the employee continues to serve in the higher classification assignment and shall be entitled to receive any authorized increases for the higher class as described in Section 6.12 (Temporary Promotion – Merit Increase Eligibility). A temporary assignment to a higher class pursuant to this Section 6.11 does not include the Deputy District Attorney III Temporary Assignment described in Section 6.18 below.

6.12 Temporary Promotion – Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- A. If an employee assigned to a higher class has not yet reached the "I" step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the "I" step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- B. If an employee is at the "I" step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- C. An employee who is subsequently reassigned by the Department Head within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Section 6.17 – Merit Advancement. However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Section 6.12.A, such hours shall not also count toward a merit increase in the higher class.

6.13 Salary Upon Reallocation Of Class

An employee in a position of a class that is reallocated from one salary scale to another shall continue to receive the same salary step.

6.14 Salary Upon Reclassification Of Position – Same Salary

Whenever a position is reclassified to a class that is allocated to the same salary scale the incumbent shall retain the same salary received prior to the reclassification if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.15 Salary Upon Reclassification Of Position - Higher Salary

Except as otherwise provided in this Memorandum, whenever a position is reclassified to a class that is allocated to a higher salary scale, the salary of the incumbent shall be provided by this Article 6 upon promotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules.

6.16 Salary Upon Reclassification Of Position – Lower Salary

Whenever a position is reclassified to a class that is allocated to a lower salary scale the salary of the incumbent shall be provided by Article 6.9 upon voluntary demotion if the incumbent is appointed to fill the position in accordance with the Civil Service Rules. Whenever the effect of a reclassification is to reduce the salary of an incumbent, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever occurs first. Appropriate records shall show an incumbent as being paid at a special fixed rate (Y-Rate) of the salary scale for the employee's class.

6.17 Merit Advancement

6.17.1 Merit Advancement Within Salary Scales

Merit increases within a scale shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's Department Head. Merit increases shall be made within the appropriate salary scale for the class by computing the new salary step rate which is most closely equivalent to two and a half (2½), five (5), seven and a half (7½), or ten (10) percent higher than the previous base hourly salary subject to the criteria below in 6.18.2. The usual merit increase for Satisfactory or Exceeds Standards, as documented by a written performance evaluation, shall be five (5) percent. The Department Head has the option of giving no increase or a two and a half (2½) percent increase for less than overall satisfactory performance.

To request a flexible merit increase (any increase other than five percent (5%) or to award a merit increase in advance of the eligible date), the

Department Head must complete the Flexible Merit Increase form and attach the employee's performance evaluation then forward to the County Administrator for approval.

6.17.2 Special Merit Advancement

Either (1) or (2) below can be awarded, but (1) and (2) may not be combined. Increase cannot exceed ten percent (10%) in the previous twelve (12) months.

(1) Upon recommendation of the Department Head and approval by the County Administrator, an employee may be given a five percent (5%) merit step advancement before regularly scheduled as provided in Section 6.18.3. This special salary advancement shall be supported by an overall Outstanding rating with no areas of improvement needed in the written performance evaluation. Only one special merit increase can be given in a twelve (12) month period or in the first twelve (12) months following appointment to the position.

(2) An employee may be advanced in the salary scale based on merit with a seven and one half percent (7 ½%) or ten percent (10%) increase, documented by an overall Outstanding rating in the written performance evaluation with no areas rated Improvement Needed. A seven-and-one-half percent (7 ½%) or ten percent (10%) increase must have the recommendation of the Department Head and approval by the County Administrator.

6.17.3 Merit Increase – Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total hours in paid status exclusive of overtime within the current class equals one thousand forty (1,040) hours. Each employee shall be considered for subsequent merit increases when the employee's total hours in paid status exclusive of overtime, at each step to which advanced, equals two thousand and eighty (2,080) hours.

6.17.4 Merit Advancement Non-Grievable

This entire Section 6.18, including subsections, regarding merit increases shall not be grievable or appealable under this Memorandum or any County resolution, ordinance, policy or practice. An employee whose merit increase is denied by the Department Head may, upon request, meet and discuss with the Department Head the reasons for the denial. The decision of the Department Head shall be final.

6.17.5 Effective Date Of Merit Increase

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

6.18 Deputy District Attorney III Temporary Assignment Premium Pay

- A. An employee in the class of Deputy District Attorney III may be temporarily assigned by the District Attorney to be responsible for felony trial duties normally performed by an employee in the class of Deputy District Attorney IV. The District Attorney shall evaluate the performance of the Deputy District Attorney III during the temporary assignment. If the District Attorney certifies that the Deputy District Attorney III fully performs to the satisfaction of the District Attorney, then effective at the beginning of the start of the first full pay period following six total months of satisfactory work in the higher class assignment, a Deputy District Attorney III shall be entitled to receive a premium pay of 7% above the employee's base hourly pay for all subsequent hours of work spent in this higher class assignment.
- B. A Deputy District Attorney III, who has been certified under this Article 6.18 by the District Attorney as satisfactorily performing serious felony trial duties, will be eligible for the 7% premium pay whenever the District Attorney subsequently reassigns the Deputy District Attorney III to another future assignment to again perform serious felony trial duties.
- C. A Deputy District Attorney III may be certified under this Article 6.18 by the District Attorney to receive the 7% premium pay prior to completion of the six-month temporary assignment period if the employee has had equivalent previous felony trial experience and demonstrates to the District Attorney that the employee has satisfactorily performed serious felony trial duties.
- D. At any time during an assignment to serious felony trial duties, the District Attorney may remove the Deputy District Attorney III from the assignment, and the 7% premium pay, if provided, shall cease effective with the last hour worked in the assignment.
- E. Any decision by the District Attorney under this Article 6.18 is within the District Attorney's sole discretion and may not be the subject of a grievance under the MOU grievance procedure, the County's General Grievance Procedure nor under any other appeal procedure or policy of the County.

6.19 Deferred Compensation – County Paid Program

The County shall deposit 4.50% of the biweekly base salary of each employee of this bargaining unit into the County-provided 401(a) Deferred Compensation account, provided that the employee is in paid status for at least 50% of the employee's regular work schedule in a pay period. Nothing in this Memorandum renders the County liable to any employee for continuance of the current deferred compensation plan in the event of a discontinuance of Internal Revenue Service or Franchise Tax

Board approval of any County deferred compensation plan or portion of the plan or the employee becoming ineligible to participate in the deferred compensation plan. County paid deferred compensation under this Subsection 6.20 shall not be included in the calculations of retirement benefits.

6.19.1 Deferred Compensation – Administrative Fees

All employees who receive deferred County-paid 401(A) plan benefits shall pay a seventy-five cent (\$0.75) administrative fee per pay period.

6.20 Deferred Compensation – Voluntary Plan

The County will maintain a voluntary deferred compensation plan for all employees eligible under Federal law and the rules of the deferred compensation plan.

6.21 PST/457 Deferred Compensation Retirement Plan

Part-time (less than 0.50 FTE) employees who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by Internal Revenue Code Section 457 in lieu of Social Security.

The County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

EMPLOYEE	COUNTY
3.5%	4.0%

6.22 Hourly Cash Allowance

The County shall pay each permanent full- and part-time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of three dollars and forty five cents (\$3.45) per paid status hour that the employee is in paid status excluding overtime, up to a maximum of eighty (80) hours in a pay period (or approximately a maximum of six hundred dollars (\$600.00) per month). This hourly cash allowance is compensation for services rendered in that pay period and shall be taken into account for purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases in the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

6.23 Mileage Reimbursement

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

6.24 After Hours Standby Duty

Deputy District Attorneys (DDAs) assigned by the District Attorney/District Attorney designee to After Hours Standby Duty for either Search Warrant, Homicide/Critical Incident, or Redwood Children's Center Multi-Disciplinary Interview Center (RCC-MDIC) Duty are required to be available to respond at all times while on standby duty by County issued cellular phone in order to facilitate a prompt response. DDAs assigned to Homicide/Critical Incident or RCC-MDIC Duty are expected to respond to the scene within one (1) hour of the call being placed by the DA Investigator or District Attorney designee. Therefore, DDAs must remain in an area that has cellular service while assigned to standby duty. DDAs assigned to Search Warrant Duty must be available to answer all calls immediately. DDAs assigned to standby duty are required to adhere strictly to the District Attorney Department's Zero Tolerance Policy with respect to alcohol and drug use.

It is the responsibility of the assigned DDA to immediately request the District Attorney/District Attorney designee to reassign standby duty in the event that the DDA is medically required to consume medication that may impair their ability to perform assigned duties.

DDAs assigned to Search Warrant or Homicide/Critical Incident/RCC-MDIC Standby Duty will be required to work a 5/8 (8:00 a.m. to 5:00 p.m.) schedule for the duration of their standby duty assignment. Standby hours will begin at the end of the DDA scheduled work day (5:00 p.m.) and continue until the beginning of the next scheduled work day (8:00 a.m.).

Attorneys assigned to be on standby for Search Warrant Standby Duty will receive a flat rate maximum of \$2.80 per hour. Attorneys assigned to be on standby for Homicide/Critical Incident, or RCC-MIDC Standby duty will receive a flat rate maximum of \$3.50 per hour. Effective July 7, 2015, attorneys assigned to be on standby for Homicide/Critical Incident, or RCC-MDIC Standby duty will receive a flat rate maximum of \$4.75 per hour. No employee shall receive Search Warrant and Homicide/Critical Incident pay simultaneously. No employee shall be paid for standby duty and other compensable duty (except for holiday pay) simultaneously..

ARTICLE 7: HOURS OF WORK

7.1 Purposes Of This Article

This Article describes the parties' agreement on matters within the scope of bargaining related to schedules, hours, and overtime. Hours specified under types of employment in this section indicate the County's commitment to the minimum and maximum hours each employee shall be regularly scheduled, as long as there is sufficient work.

Article 7 applies to the following types of Employment:

FULL-TIME: An allocated position that is regularly scheduled to work 80 hours in a biweekly pay period of 14 consecutive calendar days.

PART-TIME: An allocated position that is regularly scheduled to work less than 80 hours in a biweekly pay period of 14 consecutive calendar days.

7.2 Work Schedules

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

7.3 Work Hours

Deputy District Attorneys shall work any and all hours necessary in the performance of their assigned duties without regard to fixed working schedules.

7.4 Overtime In A Board-Designated Emergency

Employees in this unit shall be eligible for straight time overtime when working beyond 40 hours in a week due to a Board of Supervisors' declared emergency. This straight-time overtime may be paid in cash upon authorization of the Board of Supervisors. Under no circumstances shall an employee covered by this Memorandum be paid or be compensated in any manner for overtime except under such conditions as may be set forth by the Board of Supervisors.

ARTICLE 8: BAR DUES

The County will pay the State Bar of California dues in a timely way for all probationary and permanent employees in the bargaining unit.

ARTICLE 9: STAFF DEVELOPMENT

9.1 Staff Development Allowance – Amount

Full time and part time (.04 FTE and greater) employees who are in allocated positions are eligible for Staff Development Benefit Allowance. As specified in the chart below, full-time and part-time employees shall receive reimbursement pursuant to the provisions of the Staff Development Benefit Allowance Program Administrative Manual. Carry-over funds shall not be cumulative from year to year.

	Full-Time 1.00 FTE	¼ Time > .75 FTE	Part-Time .40- .74 FTE
Annual Allowance	\$950	\$950	\$600
Max. Annual Carryover	\$300	\$300	\$250
Max. Annual Allowance	\$1,250	\$1,250	\$1,000
Wellness/Physical Fitness	\$300	\$300	\$200

9.2 Staff Development Benefit Allowance – Computer Hardware And Mobile Devices

Staff Development Benefit Allowances may be used towards reimbursement for the purchase of computer hardware as defined in the County's Staff Development Benefit Program Allowance Administrative Manual. Monthly service charges for internet and mobile communication connections are not reimbursable under this Program. The use and approval of all computer hardware, and mobile devices is subject to review by the department head or designee and is subject to the specific job requirements for each job classification. All computer hardware, and mobile devices must be directly job related, must be used for County business a minimum of 50% of their use and requires department head or designee authorization in order to qualify for reimbursement. Department Head authorization for the use of this benefit towards reimbursements for computer hardware, and mobile devices must be outlined and approved in the employees' annual Professional Development Plan document and will be considered together with other staff development training and educational priorities required by the Department Head.

9.3 Staff Development – Pro-rated Benefits

In addition to the pro-ration of benefits outlined in the County's Staff Development Benefit Allowance Program Administrative Manual, all reimbursements for computer hardware and mobile devices made within one (1) year of resignation, termination or retirement from County employment will require the individual to reimburse the County for the costs of the computer hardware or mobile device or return it to the department in good condition.

9.4 Wellness/Physical Fitness

A specified portion of the annual Staff Development Benefit Allowance may be used towards reimbursement for allowable physical fitness and/or wellness programs. The annual amounts of the allowance which can be used towards reimbursable expenses for this benefit are specified in the chart in Section 9.1.

9.5 Continuing Education Leave

When a continuing education course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Continuing education leave authorization shall be subject to the approval of the Department Head and must be directly related to the employee's present position or career advancement within the department. Continuing education leave shall be considered as time worked.

9.6 In-Service Training

9.6.1 Authorization

Attendance at in-service training courses may be authorized by the Department Head.

9.6.2 Payment For In-Service Training

There are three ways the expenses of the program may be paid:

- a. By the County: Expenditures for travel, meals, lodging, registration and other items included annually within the department budget, with prior Department Head approval.
- b. By other public or private agencies: Expenditures paid by grants from the State or Federal governments, from private organization or from professional organizations.
- c. By the individual employee: The employee may pay the in-service training expenses in whole or in part from the employee's private resources, if the employee requests and receives approval from the Department Head for paid release time to attend the authorized training.

9.7 Article 9. Staff Development. Non-Grievable

Article 9 is not arbitrable. However, Article 9 is grievable and subject to mediation..

ARTICLE 10: HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

10.1 Active Employee Health Plans

An eligible employee is allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one (1) County offered health plan).

An eligible employee is:

- A probationary or regular full-time or probationary or regular part-time employee.
- 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.

10.2 Enrollment In County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to enroll in the County offered health plan will take place within the first 30 days following date of hire to a permanently allocated position of .40 FTE or greater, or it will be made during an annual open-enrollment period. Enrollment in vision and basic life insurance is automatic. Mid-year enrollment can only be permitted as allowed by IRC Section 125 or as required by HIPAA or other applicable regulations.

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

10.2.1 County Offered Medical Plans

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

10.2.2 County Contributions Toward Active Employee Medical

The County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

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

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

10.2.3 Dental Benefits

The County offers dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). Benefit provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

The employee contribution is \$13 per pay period (\$28.26 per month).

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

10.2.4 Vision Benefits

The County provides vision benefits to full-time active employees and their dependent(s), and offers computer vision care benefits to full-time active employees, with no employee contribution.

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 10.2.6 (Part-Time Employees – Health Benefits)

Vision benefits provisions, co-payments and deductibles are outlined in the Evidence of Coverage.

10.2.5 Life Insurance

The County shall offer a basic term-life insurance plan in the following amount for an allocated full-time equivalent position of sixty (60) hours or more (0.75 FTE or more) with no employee contribution: two (2) times the annual salary computed on the basis of 26.089 times the bi-weekly salary in effect at the time of death. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. Benefit provisions are outlined in the Schedule of Insurance or Group Insurance Policy.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual enrollment periods specified in Section 10.2 (Enrollment in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans). Employees may purchase supplemental coverage in increments one times (1X) to four times (4X) their basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. Participating employees and the County will be required to follow the insurance company's contracted requirements with respect to the maximum amounts and the necessity for evidence of insurability in order to be eligible to receive the benefit as may be amended from time to time and may be based on actual participation by County employees in the program. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

10.2.6 Part-Time Employee – Health Benefits

Part-time employees in allocated positions of thirty two (32) hours or more biweekly (0.40 FTE minimum) shall be eligible to participate in the County’s medical, dental, and vision plans and the County’s contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of paid status hours in the pay period, excluding overtime and including periods of qualified FMLA, CFRA and CDPL leaves without pay.

Part-time employees shall not be eligible to participate in the County’s life insurance program

10.2.7 Health Reimbursement Arrangement (HRA) Contribution

Effective (replace with date when in final MOU) the pay period on or after the Board of Supervisors approves this MOU, all eligible full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on County medical plan enrollment as described in this Article 10. Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active employees meeting the above criteria, the County will contribute the amount specified in the table below, per paid status hour to a maximum of 80 hours per biweekly pay period. The County will contribute to eligible part-time employees on a pro-rated basis, in accordance with Section 10.2.6.

<u>Coverage Level</u>	<u>Effective (TBD)- 8/18/2014</u>		<u>Effective 8/19/2014- 5/11/2015</u>		<u>Effective 5/12/2015</u>	
	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>	<u>Per Paid Status Hour</u>	<u>Monthly Equivalent</u>
<u>EE only</u>	<u>\$0.34</u>	<u>\$59.38</u>	<u>\$0.45</u>	<u>\$78.00</u>	<u>\$0.54</u>	<u>\$93.78</u>
<u>EE +1</u>	<u>\$0.91</u>	<u>\$158.83</u>	<u>\$1.20</u>	<u>\$208.00</u>	<u>\$1.44</u>	<u>\$250.08</u>
<u>EE + 2</u>	<u>\$1.09</u>	<u>\$190.00</u>	<u>\$1.44</u>	<u>\$249.60</u>	<u>\$1.73</u>	<u>\$300.10</u>

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

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Article 11. Health benefits in this Article 10 are available only to active employees. When this MOU ends on March 31, 2016, the parties agree that the health benefits in this Article 10 are subject to negotiations for a successor MOU.

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

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

10.3 Employee Assistance Program

The County will continue the current level of benefits under the Employee Assistance Program (EAP) for all employees during the term of this Memorandum.

10.4 Long-Term Disability Benefit

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document for all full and part-time employees (0.40 FTE minimum) who meet the eligibility requirements. The benefit waiting period is the longer of 60 days, or the period you elect to receive paid leave. Employees eligible to receive LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the sixtieth (60th) day of disability is not eligible to receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as short-term disability benefits, social security and social security disability benefits, etc.

10.4.1 Long-Term Disability Claims Dispute

The claims dispute process is described in the Summary Plan Description or Evidence of Coverage. The County Human Resources-Risk Management Division will assist employees with claims dispute processing.

10.5 Workers Compensation

10.5.1 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.

10.5.2 Workers' Compensation Temporary Disability – Supplementing With Paid Leave

An employee who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular bi-weekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 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.

10.5.3 Leave Accrual While On Workers Compensation Leave

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

10.6 Health Benefits During Medical/Pregnancy Disability Leave

When an employee exhausts all but forty (40) hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed thirteen (13) pay periods per disability. Beginning with the fourteenth (14th) pay period, the employee will be entitled to continue benefits coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying COBRA premiums by the due date. Prior to the exhaustion of the thirteenth (13th) pay period, the County will provide reasonable advance notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the thirteen (13) pay periods of entitlement under this Section 10.6 shall not have the thirteen (13) pay period entitlement reduced for any pay period in which the employee is in paid status for at least fifty percent (50%) of the employee's allocated full time equivalent as specified in this Section 10.6. If the employee returns to medical or pregnancy disability leave without pay for the same condition, the thirteen (13) pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's paid status hours fall below fifty percent (50%) of the allocated full-time equivalent.

The County's thirteen (13) pay period Medical Leave without pay benefit entitlement shall run concurrently with Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California Pregnancy Disability Leave (CPDL).

The employee's entitlement to employee paid benefits continuation under COBRA begins when the employee is no longer eligible for a County contribution toward medical benefits. When the employee returns to fifty percent (50%) allocated full time equivalent in paid status, eligibility for a County contribution toward health benefits is regained. Benefit coverage begins the first of the following month.

10.7 Health Benefits During Leaves Of Absence – Non-Medical Leaves Without Pay

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

The employee must pay the total benefit premium(s), if the employee desires to continue coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in paid status to not less than fifty percent (50%) of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

10.8 Continuation Of Employee Paid Health Benefits Coverage

An employee, who is entitled to continued benefit coverage as specified in Section 10.6 or 10.7, must notify the Auditor-Controller-Treasurer-Tax Collector's office (ACTTC) no later than five (5) County business days after the first (1st) day of the leave of absence, of the employee's intent to continue insurance coverage.

A Request for Leave Without Pay form signed by the employee and the Department Head shall be forwarded to the ACTTC's office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period or the date specified in the notice. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one (1) reminder notice. In order to prevent a lapse in coverage due to non-payment, the employee shall pay a \$25.00 late charge in addition to the premium amount due by the date specified in the reminder notice.

Only one (1) reminder notice will be sent. If the employee fails to make proper payment within 30 days of the first due date, the employee's medical, dental, vision, life insurance and long-term disability coverage shall be terminated. Coverage will not be reinstated until the 1st of the month following the employee's return to paid status.

10.9 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 10.2.6. For pay periods with no paid status hours, pro-ration shall be based on the employee's FTE.

Part-time employees shall be entitled to participate in Long-Term Disability as specified in Section 10.4 (Long-Term Disability).

10.10 COBRA Continuation Rates

The County provides continuation of health benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revision where applicable.

10.11 Salary Enhancement Plans

All of the following plans will be administered by the County in accordance with applicable Federal and State laws as amended and will not be grievable or arbitrable under Article 16, Grievance Procedure in this Memorandum or any County policy, rule or regulation.

10.11.1 IRS Section 414(h)(2)

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

10.11.2. IRS Section 125:

10.11.2.1 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.

10.11.2.2 Health Flexible Spending Account

The County provides a Health Flexible Spending Account (FSA) to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's qualified medical expenses not reimbursed by the employee's health insurance plan and will be provided to the maximum amount stipulated in the Plan and consistent with the law.

10.11.2.3 Dependent Care Assistance Program

The County provides a Dependent Care Assistance Program subject to the limitations and maximums as stipulated under law.

10.12 Benefits: Plan Documents And Other Controlling Documents

While mention may be made in this Memorandum of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

10.13 Short Term Disability – Payroll Deduction

SCPA members may continue to purchase Short Term Disability (STD) Insurance coverage as may be offered by the (SEIU Local 1021) Association Insurance Services, at their own expense, through bi-weekly payroll deduction as long as they are members in good standing of SCPA. Each employee is responsible for submitting to Union Insurance Services the employee's own application for Short Term Disability Insurance and any subsequent material required by the insurance provider.

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

ARTICLE 11: MEDICAL BENEFITS FOR FUTURE RETIREES

11.1 Retiree Medical Coverage

11.1.1 An eligible retiree and eligible dependent(s) (as defined below) may be enrolled in a County offered medical plan as described in Section 11.2 but are 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 retiree's plan (i.e., a retiree and his or her dependents cannot be covered by more than one County offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- Either the retiree's spouse or domestic partner; or

- An unmarried child based on your plan's age limits or a disabled dependent child regardless of age.

11.1.2 An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide the County with evidence of the loss of other coverage, or,
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in #4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in Section 11.1.1 above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

11.2 County Contribution Toward Retiree Medical Plans - Employees Hired Before January 1, 2009

A. Eligibility

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

1. Completed at least ten (10) years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the ten (10) years. However, any miscellaneous purchased service time such as extra-help, contract, and leave of absence service time does not count toward this eligibility requirement, and
2. Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
3. Retire directly from Sonoma County service.
4. Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the ten (10) year

requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

5. Laid-Off & Restored Employees: Employees who were employed by the County prior to January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Article 11.2 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit. To the extent allowed by law they shall not be eligible for the benefits described in Section 11.3 (County Contribution toward Retiree Medical Plans – Employees Hired on or After 1/1/2009, Effective 1/1/2009).

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active employees under Article 10.2.2, but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution #08-0712, Article 16.4.D, adopted by the Board of Supervisors on August 19, 2008. The retiree is responsible for all costs (including premiums) that exceed the total County contribution.

C. Additional Dependents

Retirees eligible under this Section 11.2, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

11.3 County Contribution Toward Retiree Medical Plans – Employees Hired On or After January 1, 2009, Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in paid status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.
- 4) Laid-Off & Restored Employees: Employees who were employed by the County on or after January 1, 2009, but who were laid off thereafter shall be eligible for the benefits described in this Section 11.3 provided that they are subsequently restored to County employment, pursuant to Civil Service Rule 11.4 or this MOU, rejoin the County retirement system, and are otherwise eligible for retiree medical benefits under this Section. The break in service caused by the layoff shall be bridged upon restoration such that, although no service time is earned during the break, consecutive service is restored for eligibility for this benefit.

B. County Contribution

1) Initial County Contribution

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution

After the initial contribution (defined above) is made, the County shall contribute \$0.58 per paid status hour (no more than eighty (80) hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access To Account Balance

- a. Participants may access the balance in their 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.

4) Survivors Of Eligible Retirees With Account Balances

- a. Spouses and eligible dependent children or dependent adults who are disabled may continue to access account balances after the death of the retiree, subject to any limitations and maximums established by law.
- b. Domestic partners are not permitted access to the account balances of the participant by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture Of Account Balance

- a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue Code.
- b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within one hundred twenty (120) days after the annual certified audit of the plan is submitted to the administrator and the County.

C. 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.

11.4 Surviving Dependents – County Contribution for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs as follows:

One eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree survived, if the surviving dependent meets each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Section 11.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the county contribution.

11.5 Surviving Dependents – County Contribution For Employees Hired On Or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan as defined in Section 11.3, eligible surviving dependents may continue participation in the County offered medical plan but remain responsible for all costs including premiums.

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

ARTICLE 12: HOLIDAYS

12.1 Scheduled Holidays

The County shall provide full-time and part-time employees the following paid holidays provided that the employee is in paid status on the employee's regularly scheduled workdays before and after the paid holiday. For full-time employees, this holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- (1) New Years Day, January 1*
- (2) Martin Luther King's Birthday, third Monday in January
- (3) Lincoln's Birthday, February 12*

- (4) Presidents' Day, the third Monday in February
- (5) Memorial Day, the last Monday in May
- (6) Independence Day, July 4*
- (7) Labor Day, the first Monday in September
- (8) Veteran's Day, November 11*
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25*
- (12) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, Thanksgiving or special observance.

**Date specific holidays.*

12.2 Elimination Of Floating Holidays And Holiday Eve Hours

The entitlement to and accrual of floating holiday and holiday eve hours is eliminated effective June 30, 2013. Hours accrued prior to the elimination of floating holiday hours and holiday eve hours will remain in the Compensatory Bank, and may be taken as time off on a day mutually agreeable to the employee and the Department Head and may not be cashed out. Only an employee who is separated from County service shall be entitled to payment for any remaining hours with the Compensatory Bank at the employee's base hourly rate at the time of the employee's separation.

12.3 Holidays – Observed

If a date specific holiday listed in Section 12.1 falls on a Saturday, the preceding Friday shall be the County observed holiday. If a date specific holiday listed in Section 12.1 falls on a Sunday, the following Monday shall be the County observed holiday.

12.4 Holidays – Compensation For Holidays

For the purpose of this Section (12.4), holiday pay is defined as eight (8) hours of pay at the employee's base hourly rate, excluding overtime, premium pays or any other pays except as otherwise provided by this Memorandum.

- a. An employee regularly scheduled to work on either the actual date of a paid holiday or the date on which the holiday is observed is entitled to receive holiday pay. An employee who is regularly scheduled to work both the actual date of the paid holiday and the date on which the holiday is observed is entitled to receive only one (1) day of holiday pay.
- b. An employee who is required to work on a paid holiday shall not receive overtime for the time actually worked.

Any full-time employee whose regularly scheduled day off falls on a 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.. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

- c. Any part-time employee shall, for each holiday in the pay period, receive holiday pay equivalent to one-tenth (1/10) of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in paid status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to one-tenth (1/10) of an hour for each hour in paid status (excluding the holiday benefit). This holiday pay shall not exceed eight (8) hours for each holiday nor be less than three and two-tenths (3.2) hours for each holiday in the pay period.

ARTICLE 13: VACATION

13.1 Vacation – Maximum Accumulation

Employees shall accrue vacation at the rate specified in the table in Section 13.3, and the maximum accruals are as specified in the same table.

13.2 Vacation – Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis; usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

13.3 Vacation – Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation at the appropriate rate shown below. In-service hours include all hours in paid status up to a maximum of eighty (80) hours in a pay period. In lieu of overtime, during each year employees have seven and one half (7 ½) days (60 hours) of Administrative Leave added to their vacation accrual. The equivalent days and the maximum accumulation columns below for employees include both vacation and administrative leave. Rates shown below will be adjusted to reflect any unpaid time in each pay period. The accrual rates and maximum accumulated hours are shown in the chart below. (The accrual rates shown below reflect the conversion of eight (8) floating holiday hours to vacation accrual.) To provide full credit for the elimination of floating holiday hours, the vacation accrual rates listed in the table below will be effective June 25, 2013.

VACATION ACCRUAL RATES					
Years Comp Full-Time Service	No. of Comp In-Service Hours	Vacation Accrual Per 80 In- Service Hours	Admin Leave	Total Equiv. (8 hr) Days	Maximum Accumulation
0 –10	0 - 20,870	4.60 <u>4.91</u>	2.30	25.6	480

10 – 15	20,871 - 31,305	5.83 6.14	2. 30	29.6	480
15 – 20	31,306 - 41,741	6.44 6.75	2. 30	31.6	480
20 – 25	41,742 - 52,177	7.05 7.36	2. 30	33.6	480
More than 25	52,178 or more	7.36 7.67	2. 30	34.6	480

13.4 Vacation Accrual Upon Reappointment

Each employee with 10,435 in-service hours (five (5) or more years) who resigned in good standing and is reappointed within two (2) years, shall be credited with 4,174 hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two (2) years shall be returned to the place on the accrual table (in Section 13.3, above) that the employee occupied when laid off.

13.5 Vacation Schedules

Vacation schedules shall be arranged by the Department Head with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in a year as accrues to the employee in that year. Each employee's vacation time may be divided as the needs of the service require or permit. No employee may take vacation without advance approval of the Department Head. No employee may take vacation leave in advance of that actually accumulated at the time the leave is taken.

13.6 Payment For Unused Vacation

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

ARTICLE 14: SICK LEAVE

14.1 Sick Leave Accrual And Use

Employees shall accrue and accumulate sick leave with full pay at the rate of 3.680 in-service hours for each completed eighty (80) hour pay period of service. In-service hours include all hours in paid status excluding overtime. This accrual rate shall be adjusted to reflect any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro rata basis. Usage and accrual of sick leave benefits shall be governed by the same rules and regulations applicable to full-time employees. Employees shall document sick leave usage as provided in Section 14.3.

14.2 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. When a woman employee is disabled by pregnancy, which means that in the opinion of her health care provider she is unable because of pregnancy to work at all or is unable to perform any one or more of the essential functions of her job, or to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- d. When a child, domestic partner or spouse of an employee who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent (defined as biological, foster, adoptive, step-parent, legal guardian or person who stood in loco parentis to the employee when the employee was a child) is incapacitated by illness or injury and it is necessary for the employee to care for the child, domestic partner, spouse, or parent. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include a parent-in-law. Sick leave under this Section 14.2 (d) shall not exceed forty-eight (48) hours per occurrence unless extended by joint action of the Department Head and the Director of Human Resources by reason of exceptional hardships.

14.3 Sick Leave Documentation

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

14.4 Sick Leave Conversion At Regular Retirement

Each employee separating from County service on regular, non-disability retirement shall convert one-hundred percent (100%) of all unused sick leave remaining to the employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

14.5 Sick Leave Payoff At Regular Retirement

The County shall pay the monetary equivalent of twenty-five percent (25%) of all unused sick leave remaining to an employee's credit at the time of separation, computed on the basis of the employee's base hourly rate, 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 14.4 (Sick Leave – Conversion at Regular Retirement).

14.6 Sick Leave Distribution At Death Or Layoff

The County shall pay each employee who separates from County service by death or layoff, the monetary equivalent of 25% of all unused sick leave remaining to the employee's credit as of the time of separation, computed on the basis of the employee's base hourly pay.

14.7 Sick Leave Payoff At Disability Retirement

The County shall pay each employee separated from County service by disability retirement at the employee's base hourly rate for all unused sick leave remaining to the employee's credit as of the time of separation. This Section shall not apply to an employee separated from County service by a service retirement. The County shall not pay an employee under this Section for any sick leave hours donated to the employee by other employees under a catastrophic leave benefit.

14.8 Medical Examinations

The Department Head may direct any employee to undergo a medical examination to determine the employee's mental and physical capacity to perform the duties of the employee's position. A determination that an employee is or is not capable of performing the duties of the employee's position will be made available to the Department Head and the employee concerned. The examination shall be paid by the department.

ARTICLE 15: MISCELLANEOUS LEAVES OF ABSENCE

15.1 Leaves Of Absence Without Pay Usage Reference Table

Employees will be required to use paid leaves before a Leave of Absence Without Pay (LWOP) as shown in the following table:

MISCELLANEOUS LEAVES				
Employees will be required to use paid leaves before a Leave of Absence Without Pay				
Event	Sick	Vacation	CTO	Comment
Section 14.2.a - During the employee's own incapacity due to illness or injury	Yes, you may keep 40 hrs.	No	No	
Section 14.2.c – When a woman employee is disabled by pregnancy.	Yes, you may keep 40 hrs.	No	No	
Section 14.2.b – During the time needed by the employee to undergo medical or dental treatment or examination.	Yes, you may keep 40 hrs.	Yes	Yes	May keep 40 hrs. Any combination of Vacation &

MISCELLANEOUS LEAVES				
Employees will be required to use paid leaves before a Leave of Absence Without Pay				
Event	Sick	Vacation	CTO	Comment
				CTO
Sections 14.2.d – When a child, spouse, or domestic partner of an employee, who is a member of the employee’s household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee’s parent or any family member as defined in the FMLA/CFRA is incapacitated by illness/injury and the employee must care for him/her.	Yes, you may keep 40 hrs	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 15.3.2 – Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 9.5 – Education Leave	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO
Section 15.8 – Sabbatical	No	Yes	Yes	May keep 40 hrs. Any combination of Vacation & CTO

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

15.2 Compassionate Leave

Any full-time employee may be granted up thirty-two (32) hours of leave with pay, in the event of the death of a spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great-grandparent, grandchild or person with whom the employee has a relationship in loco parentis, and the mother or father of the employee or the spouse of the employee. Up to an additional eight (8) hours of sick leave may be granted to supplement compassionate leave.

A part-time employee shall be eligible for a pro-rated compassionate leave. Ongoing work schedule for purposes of this Section shall mean an average of the two (2) pay periods immediately preceding the need for compassionate leave or the employee’s normal bi-weekly allocation of hours, whichever is greater.

15.3 Family Care And Medical Leave

Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Care Leave Act (FMLA) and the California Family Rights Act

(CFRA), as amended. The leaves under FMLA and CFRA run concurrently as allowed by law.

15.3.1 Family Care And Medical Leave – 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.

15.3.2 Family Care And Medical Leave – Entitlement

Subject to the provisions of this MOU, County policy, and state and federal law, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

15.3.2.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

15.3.2.2 The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);

15.3.2.3 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.)

15.3.2.4 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.)

15.3.2.5 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.

15.3.3 Family Care And Medical Leave To Care For A Covered Service Member With A Service Injury Or Illness

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

15.3.3.1 An eligible employee's entitlement is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered service member.

15.3.3.2 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

15.3.4 Family Care And Medical Leave – Paid Status And Benefits

15.3.4.1 Except as provided in this Section, the family care and medical leave will be unpaid. The County will, however, continue to provide County contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks for employees on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

15.3.4.2 Nothing in this Section 15.3 shall preclude the use of medical or pregnancy disability leave in Section 10.6 (Medical/Pregnancy Disability Leave) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 15.3.3 or Section 10.6 (Medical/Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 10.8 (Continuation of Health Benefits Coverage) applies.

15.3.5 Relationship Of Family Care and Medical Leave To Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the County as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason. Section 15.1 identifies accrued paid leave which an employee may be required to use concurrently with unpaid family care and medical leave.

15.3.6 Family Care And Medical Leave – 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.

15.3.7 Family Care And Medical Leave –Notice To The County

15.3.7.1 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.

15.3.7.2 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.

15.3.7.3 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.

15.3.8 Family Care And Medical Leave – Medical Certification

15.3.8.1 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.

15.3.8.2 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.

15.3.8.3 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 health care provider that the employee is able to resume work.

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.

15.3.9 Family Care And Medical Leave – 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.

15.3.10 Family Care And Medical Leave – 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 fifteen (15) 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.

15.3.11 Family Care And Medical Leave – 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.

15.3.12 Family Care And Medical Leave – 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.

15.3.13 Family Care And Medical Leave – Minimum

This Section 15.3 shall be interpreted as the legal minimum family care and medical leave available to eligible employees. The County may grant additional leave without pay under this Section 15.3 provided it is consistent with this MOU, the applicable provisions of the Sonoma County Civil Service Rules and County leave policies.

15.4 Time Off For Donating Blood

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

15.5 Court Leave

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

15.6 Jury Duty

The County of Sonoma encourages employees to perform services as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall be entitled to full pay for the period of time as may be required to attend the court in response to a jury duty summons. An employee may retain any payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

15.7 Voting

If an employee who is a registered voter does not have sufficient time outside of the employee's working hours within which to vote in any state-wide general or primary election, the employee may upon request, be granted so much working time off

without loss of pay as will, when added to the employee's voting time outside the employee's working hours, enable the employee to vote. An employee may take off so much time which will enable the employee to vote, but not more than two (2) hours of which shall be without loss of pay; provided, that the employee shall be allowed time off for voting only at the beginning or end of the employee's regular working schedule, whichever allows the most free time for voting and the least time off from the employee's regular working schedule.

15.8 Sabbatical Leave – Requirements

15.8.1 Sabbatical Leave – Eligibility

The Department Head, within his/her sole discretion, may allow an employee a sabbatical leave from the employee's position with the County for a period not to exceed six (6) calendar months. Prior to commencing the leave, the employee must have served the equivalent of seven (7) years of full-time service in paid status. Each subsequent sabbatical leave shall require the equivalent of an additional seven (7) years of similar service. Any unpaid absence from work which lasted longer than two (2) full pay periods shall not be counted in the qualifying period.

15.8.2 Sabbatical Leave – Application

An employee must apply for the sabbatical leave in writing to the employee's Department Head who shall respond to the request in writing by either approving or disapproving the leave. The decision of the Department Head is final, non-appealable, and non-grievable under this Memorandum any County policy, resolution or rule.

15.8.3 Sabbatical Leave – Continuation of Benefits

During the sabbatical leave and notwithstanding any other section of this Memorandum, the employee shall not receive any regular salary or pay; however, the County shall continue to make its normal contributions for the employee's and their eligible dependents' health, dental, vision care, life, long-term disability benefits, and any other health and welfare benefits as may be granted employees in the future, as were paid at the commencement of the leave. The employee shall make appropriate payments acceptable to the Auditor-Controller-Treasurer-Tax Collector in order to continue coverage during the period of the sabbatical leave.

15.9 Disaster Leave

Employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time during a Board of Supervisors' declared state of emergency. Donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than ninety (90) days from the last day lost by the employee.

ARTICLE 16: LAYOFF POLICY AND BENEFITS

16.1 Layoff – Applicability

The following layoff policy and benefits shall be applicable to regular full-time and part-time employees. Neither the layoff nor the decision to layoff shall be grievable under this Memorandum or any County grievance procedure, policy, rule or regulation.

16.2 Layoff – Notice

An employee may be laid off from his or her job class and regular County service three (3) weeks (twenty one (21) calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address.

16.3 Layoff – Severance Period

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

16.4 Layoff – Medical Benefits

For employees who continue to be laid off from County service, and lack medical coverage, the County will make its usual medical insurance contribution for the first six (6) pay periods following layoff and one half (1/2) its usual contribution for the next six (6) pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the eighteen (18) month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of twenty four (24) total months.

ARTICLE 17: RETIREMENT

17.1 Retirement – Credit For Prior Public Service

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

17.2 Retirement – Employees Hires On Or Before December 31, 2012 Or Qualified For Pension Reciprocity

This Section 17.2 (including subsections) shall apply to employees hired on or before December 31, 2012, who are or become contributing members of the SCERA, or who are hired after that date and qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and any related SCERA reciprocity requirements.

17.2.1 Final Compensation Based On Single Year

For purposes of determining a retirement benefit, final compensation for employees covered by this Section 17.2 shall mean the average annual compensation earnable by the member as specified in Government Code Section 31462.1.

17.2.2 3% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to employees covered by this Section 17.2 who are contributing members of the SCERA.

17.2.3 Required Employee Contribution

SCERA members covered by this Section 17.2 will contribute the amount required by SCERA as employee contributions, and shall pay an additional 3.03% of pay, pretax, to their employee retirement account. This 3.03% of pay contribution of the employee's pensionable compensation shall be paid as part of the County's contribution to pay for the unfunded accrued actuarial liability resulting from past service. This additional 3.03% contribution will continue until July 2024. Employees also shall pay a pretax statutory contribution of approximately 1.0% or slightly more, contingent upon age of entry into the retirement system.

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

This Section 17.3 (including subsections) shall apply to employees hired on or after January 1, 2013, who are or become contributing members of the SCERA and who

do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

17.3.1 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit for SCERA members covered by this Section 17.3, final compensation shall mean the highest average annual pensionable compensation earned during 36 consecutive months of service.

17.3.2 2% @ 62 Pension Formula

As required by Government Code Section 7522.20, the 2.0% at 62 pension formula shall be available to employees covered by this Section 17.3 who are contributing members of the SCERA.

17.3.3 Required Employee Contributions

As required by Government Code Section 7522.30(c), SCERA members covered by this Section 17.3 shall pay 50% of normal costs. In addition, SCERA members covered by this Section 17.3 shall pay 3.03% of the employee's pensionable compensation toward the County's employer contribution to retirement costs. This additional 3.03% contribution shall continue until July 2024.

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Employment In More Than One Position

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a regular position may be employed by the County of Sonoma in any other regular, temporary or seasonal position, nor shall any person be employed by the County in two (2) or more part-time positions which will, in combination, provide for more than forty (40) hours of regularly scheduled work in any calendar week.

18.2 Continuous Service

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

18.3 Personal Property

Upon recommendation of the appointing authority, the County, in accordance with

Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prostheses of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977, and as amended by Board of Supervisors Resolution No. 90-0721 dated April 24, 1990.

18.4 Direct Deposit

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

18.5 Discrimination Prohibited – EEO

Provisions of this Memorandum of Understanding shall be equally applied to all employees in the unit without unlawful discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. The parties agree that the prohibition against sexual discrimination include sexual harassment. The County and the Association shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure to first seek adjustment of a complaint, but may not use the Grievance Procedure of this Memorandum of Understanding.

18.6 Conflict Of Interest/Incompatible Activities

18.6.1 Conflict Of Interest

Each affected employee shall be furnished with a copy of the Conflict of Interest Code adopted for the Department.

18.6.2 Incompatible Activities

The Department Head shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Employees who violate the department policy are subject to disciplinary action, up to and including termination. The department incompatible activities policy includes notice and appeal procedures, as well as the following prohibitions: Employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County;

outside employment for which time demands render performance of County duties less efficient.

18.7 Distribution Of Memorandum of Understanding

This Memorandum of Understanding is available on-line at the County's internet and intranet sites.

18.8 MOU – Invalidation Of Article/Section

If during the term of this Memorandum, any provision of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion of this Memorandum shall be restrained by any tribunal, the provision of this Memorandum shall be immediately suspended and be of no effect so long as the law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

18.8.1 MOU – Replacement Of Suspended Or Invalidated Provision

In the event of suspension or invalidation of any provision of this Memorandum, the parties agree except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for the provision.

18.9 Health Care Reform Reopener

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

18.10 Domestic Partner

18.10.1 Domestic Partner Defined

The term "domestic partner" as used in the MOU is based on the definition below:

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

- a. the two parties reside together and share the common necessities of life;

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

18.10.2 Termination Of Domestic Partnership

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

18.10.3 New Statements Of Domestic Partnership

No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

ARTICLE 19: GRIEVANCE PROCEDURE

19.1 Purpose

County and Association agree to this Grievance Procedure in order to provide an orderly procedure to resolve employee grievances promptly. This procedure shall become available for grievances which occur after the Board of Supervisors adopts a resolution implementing this Memorandum.

Appendix B contains the Departmental Grievance Procedure, used only for complaints concerning alleged violations or misapplications of one or more written departmental policies.

19.2 Definitions

19.2.1 Grievance

A grievance is a claim by an employee, a group of employees, or the Association on behalf of an employee(s), concerning the interpretation, application or an alleged violation of an expressed provision of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions; all matters concerning employment examinations; all other matters subject to the jurisdiction of the Civil Service Commission; performance review appraisals or denial of a merit increase, except as provided in Section 6.17.4 and any provision of this Memorandum specifically identified as not grievable.

19.2.2 Day

"Day" shall mean a regular County business day, Monday through Friday, 8 a.m. to 5 p.m.

19.2.3 Grievant

A "grievant" shall mean an employee, a group of employees or the Association who in good faith has an actual grievance with County over a grievable matter as defined in Article 19.2.1 above.

The Association may file a grievance without naming an individual employee in the grievance provided the grievance alleges a violation of a right or benefit granted the Association under Article 5, Association Rights, of this Memorandum.

19.3 Representation

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by an Association representative who may be a County employee or a non-County employee; however, only the Association may request arbitration of a grievance.

19.4 Initiation Deadline

The grievance must be initiated within 10 days from the date of the action or occurrence giving rise to the grievance or within 10 days of when the grievant knew of or could have reasonably discovered the action or occurrence.

19.5 Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may be extended only by mutual agreement of the parties in writing. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the County representative to whom the grievance is submitted to observe the time limits shall

give the grievant the right to move the grievance to the next level.

19.6 First Step

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within ten (10) days from the date of the action causing the grievance as provided above. The immediate supervisor shall respond within ten (10) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Discussions will be held whenever possible during the grievant's work hours.

19.7 Second Step Grievance

In the event the grievant believes the grievance has not been satisfactorily resolved, the grievant shall submit the grievance in writing, with a copy to the County's Employee Relations Manager, to the immediate supervisor within five (5) days after receipt of the immediate supervisor's response. The written grievance shall:

- a. Fully describe the grievance and how the grievant is/was adversely affected by the County;
- b. Set forth the specific section(s) of this Memorandum allegedly violated;
- c. Indicate the date(s) of the incident(s) grieved; and
- d. Specify the remedy or solution to the grievance sought by the grievant.

19.8 Second Step Response

The immediate supervisor shall respond to the written grievance in writing within seven (7) days from the time the written grievance is received. The supervisor shall send a copy of the response to the Employee Relations Manager. The written response shall include:

- a. A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b. The remedy or correction which has been offered, if any.

19.9 Third Step Grievance

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the next higher level of supervision (identified by the Department Head) and to the Department Head, with a copy to the Employee Relations Manager, within seven (7) days after receipt of the written response at Step Two.

19.10 Third Step Response

Within ten (10) days after receiving the completed grievance form, the person occupying the next higher level of supervision together with the Department Head, or representative, shall meet with the grievant and thoroughly discuss the grievance. The Department Head shall give a written decision to the grievant within fifteen (15) days after the discussion and send a copy of the decision to the Employee Relations Manager.

19.11 Mediation

Prior to an arbitration hearing, the parties may mutually agree to request the assistance of a mediator from the State Mediation and Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by written agreement of the Association and the County. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible in a subsequent hearing.

19.12 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.

19.13 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 arbitrator may be selected by mutual agreement of the Association and County.

19.14 Arbitration Panel – Selection Of Arbitrator

If the County and the Association are unable to reach a mutual agreement on the selection of an arbitrator within 24 calendar days from the date the request for arbitration is submitted to County Counsel and the Employee Relations Manager (Section 19.13), the arbitrator next on this list of qualified arbitrators shall be automatically appointed. Once an arbitrator has been appointed and utilized for an arbitration, that arbitrator shall be placed at the bottom of the list.

Chris Burdick
Fred D’Orazio
Carol Vendrillo
Luella Nelson
Barry Winograd

Both the Association and the County shall have one preemptory challenge per arbitration. No party shall have more than one preemptory challenge per arbitration.

In the event that such a challenge is made, the parties agree that the arbitrator next in order on the panel list shall be automatically appointed.

If a selected arbitrator is not available to schedule dates during the 90 calendar days after the arbitration is assigned, the arbitrator next in order on this panel list shall be automatically appointed. The parties may mutually agree to waive the 90 calendar days.

If any arbitrator on the panel becomes permanently unavailable, the parties shall mutually agree on a replacement arbitrator. In the event the parties are unable to reach agreement on a replacement arbitrator, the parties shall submit a request to the California State Conciliation Service for a list of eleven (11) qualified arbitrators. The parties shall select the replacement arbitrator by alternately striking names with the first strike determined by chance.

19.15 Arbitration Issues

The parties shall, within 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the questions to be submitted to arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions to be submitted to arbitration. The agreed upon question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

19.16 Arbitrator's Authority

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Memorandum. The Arbitrator shall consider and make a decision with respect to only the specific issue(s) submitted, and shall have no authority to make a decision on any other issue not submitted. In the event the arbitrator finds a violation of this Memorandum, the arbitrator shall fashion an appropriate remedy. The arbitrator shall have no authority to substitute the arbitrator's judgment for that of the County as to any matter within the County's discretion under this Memorandum. The decision and award of the arbitrator shall be based solely upon the evidence and arguments presented to the arbitrator by the respective parties.

19.17 Binding/Non-Binding Decision

The decision of the arbitrator rendered consistent with the terms of this Memorandum shall be binding upon the Association. To the extent that the award of the arbitrator is not in excess of \$100,000 it is binding on the County. To the extent that the award exceeds \$100,000 per individual grievant, it is advisory. If within sixty (60) days of

receiving notice of decision and award requiring an expenditure in excess of \$100,000, final action is not taken by the County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$100,000. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.

19.18 Arbitrator's Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the close of the hearing. The decision of the arbitrator is final as described in Section 16.16. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

19.19 Arbitration Expenses Shared

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorney's fees and witness fees shall be borne only by the party incurring that cost.

ARTICLE 20: AGENCY SHOP SERVICE FEE

20.1 Association – Fair and Equal Representation

It is recognized that the Association must provide fair and equal representation to all employees in all represented classes without regard to Association membership or non-membership.

20.2 Agency Shop – Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Association. If any employee does not voluntarily apply for membership or service fee status within 45 days of the effective date of this Section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Association dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Association dues only as provided in Article 20.17 (Maintenance of Membership) of

this MOU. Any represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Association at an address given to the County by the Association, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Association of the name of each employee who revokes his "Voluntary Authorization for Deduction of Association Dues." This does not apply to "Special Assessments or penalties" levied by the Association that are over and above the regular paid dues.

The County shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Association shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

20.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association. Such employee(s) shall execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County's combined fund drive.

20.4 Agency Shop – Separation From Unit – Exception

The provisions of Section 20.2 above shall not apply during periods of separation from the bargaining unit by any employee otherwise subject to the Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

20.5 Agency Shop – Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Association when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Association representative and staff support, including research of and preparation for negotiating matters within the scope of

representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

20.6 Agency Shop – Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

20.7 Agency Shop – Advance Reduction Of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

20.8 Agency Shop – Notice Of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Association, which includes legally adequate audited information concerning the breakdown of “chargeable” and “non-chargeable” expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Association for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Association in detail necessary for an employee reasonably to be able to determine what the Association spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Association’s collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Association’s auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:

- (1) state the amount of the agency shop service fee and provide an overview of

how the accounting reports were translated into calculation of this fee;

- (2) disclose the Association's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items;
- (3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
- (4) disclose what percentage of total Association expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
- (5) state the total sum of money the Association pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
- (6) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
- (7) explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Association shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.

- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Association, which, at a minimum, shall provide as follows:
 - (1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Association within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Association business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Association;
 - (2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must

contain the name and mailing address of the challenger;

- (3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Association;
- (4) within 30 calendar days after receipt, the Association shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Association and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- (5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- (6) the Association shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Association. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

20.9 Agency Shop – Association's Constitutional Obligations

20.9.1 Agency Shop – Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Association must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Association of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Association also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Association also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Association to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

20.9.2 Agency Shop – Non-Discrimination

No employee shall be discriminated against or harassed on the basis of

his or her status as a non-Association member or a non-Association agency shop service fee payer. Reasonable communication regarding the Association and/or Association membership shall not be considered discrimination or harassment under this Article.

20.10 Agency Shop – Service Fee – Part-Time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 20.2 above. The agency shop service fee shall be set on a pro rata basis expressed as a percentage of salary.

20.11 Agency Shop – Notice Of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Association with the names and addresses of new employees each pay period.
- b) Association officers shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Association shall be kept confidential.

20.12 Agency Shop – Indemnification

The Association shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Association under this Article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This Section shall be in addition to any other remedy available to the County under this contract or provision of law.

20.13 Agency Shop – Rescission Of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

20.14 Agency Shop – Recordkeeping And Reporting

The Association shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

20.15 Agency Shop – Violation Of Article 20

If a court finds the implementation of this Article in violation of constitutional law, the Association shall have sixty (60) days to comply with the Court's order or the

County may thereafter cancel Article 20. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

20.16 Agency Shop – Non-Arbitrability Of

Except as provided below, Article 20 shall be grievable and arbitrable under Article 19 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) the adequacy of the Association's notice required by Section 20.8 above; and/or
- b) other issues bearing on the constitutionality of the Association's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 20.8 above.

20.17 Maintenance Of Membership

On the date this agreement is executed, all Association members who had Association deduction authorizations on file with the Auditor-Controller-Treasurer-Tax Collector or the Association, or who may thereafter authorize in writing the deduction of their Association dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Association members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Association during a one-month period between 90 and 60 days prior to the expiration of the term. The Association agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

ARTICLE 21: FULL PERFORMANCE

21.1 No Strike Obligation

The Association and all employees covered by this Memorandum agree that it and they shall abide by and uphold all laws. In addition, the Association agrees that all employees represented by the Association shall not during the terms of this Memorandum withhold work in any manner or form or fail to fully and faithfully perform all duty assignments given them individually or collectively by the County. This covenant by the Association is a material inducement to the County's execution and ratification of this Memorandum, and is a condition precedent to the continued performance by the County of its obligations under this Memorandum. The County

may discipline any employee covered by this Memorandum who violates this provision.

21.2 No Lockout

County also acknowledges its continuing responsibilities to its employees and agrees that during the term of this Memorandum it will not "lock out" employees covered by this Memorandum.

ARTICLE 22: FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

22.1 MOU -- Full Understanding

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

22.2 Full And Unqualified Meet And Confer Waiver

Except as specifically provided in this Memorandum, the Association voluntarily and unqualifiedly waives its right to and releases the County, during the terms of this Memorandum, from any obligation to meet and confer on any subject or matter contained in this Memorandum or with respect to any subject or matter not specifically referred to, or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. In exchange for the terms and conditions expressed in this Memorandum, Association acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the full term of this agreement.

22.3 Non-Precedent Setting

The failure of either party to this agreement to seek enforcement of any of the terms or conditions contained in this MOU shall not constitute a precedent in the future enforcement of any or all of the terms and provisions of this Memorandum.

22.4 No Limit On Civil Service Commission Authority

Nothing in this Memorandum 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.

22.5 Full Force And Effect

The County and the Association agree that any policy, procedure, rule, regulation, benefit, or form of compensation including salary that is changed or modified by the terms and conditions of this Memorandum is repealed in its entirety, and that this Memorandum is in full force and effect on the date of the Board of Supervisors implements it.

ARTICLE 23: ENACTMENT

The Board of Supervisors will amend its written policies and take other appropriate action by resolution or otherwise in order to give full force and effect to this Memorandum. The below named representatives of the County and the Association agree to recommend the Board's implementation of this Memorandum of Understanding:

COUNTY OF SONOMA

SONOMA COUNTY
PROSECUTORS' ASSOCIATION

APPENDIX A – SALARY TABLES

SONOMA COUNTY PROSECUTORS' ASSOCIATION – Unit 0045

Effective 1-13-2009 through 11-24-14

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
4005	DEPUTY DISTRICT ATTORNEY I	\$37.83	\$45.99	\$6,579.65	\$7,998.89	1/13/2009
4010	DEPUTY DISTRICT ATTORNEY II	\$41.56	\$50.52	\$7,228.39	\$8,786.78	1/13/2009
4015	DEPUTY DISTRICT ATTORNEY III	\$47.81	\$58.12	\$8,315.43	\$10,108.62	1/13/2009
4020	DEPUTY DISTRICT ATTORNEY IV	\$53.84	\$65.45	\$9,364.21	\$11,383.50	1/13/2009
4041	CHILD SUPPORT ATTORNEY I	\$37.83	\$45.99	\$6,579.65	\$7,998.89	1/13/2009
4042	CHILD SUPPORT ATTORNEY II	\$41.56	\$50.52	\$7,228.39	\$8,786.78	1/13/2009
4043	CHILD SUPPORT ATTORNEY III	\$47.81	\$58.12	\$8,315.43	\$10,108.62	1/13/2009
4044	CHILD SUPPORT ATTORNEY IV	\$53.84	\$65.45	\$9,364.21	\$11,383.50	1/13/2009

SONOMA COUNTY PROSECUTORS' ASSOCIATION - Unit 0045

1% COLA Effective 11-25-14

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
4005	DEPUTY DISTRICT ATTORNEY I					
4010	DEPUTY DISTRICT ATTORNEY II					
4015	DEPUTY DISTRICT ATTORNEY III					
4020	DEPUTY DISTRICT ATTORNEY IV					
4041	CHILD SUPPORT ATTORNEY I					
4042	CHILD SUPPORT ATTORNEY II					
4043	CHILD SUPPORT ATTORNEY III					
4044	CHILD SUPPORT ATTORNEY IV					

SONOMA COUNTY PROSECUTORS' ASSOCIATION - Unit 0045

2% COLA Effective 7-7-15

Job Code	Job Title	A Step Hourly Rate	I Step Hourly Rate	A Step Monthly (Min)	I Step Monthly (Max)	Salary Effective Date
4005	DEPUTY DISTRICT ATTORNEY I					

4010	DEPUTY DISTRICT ATTORNEY II					
4015	DEPUTY DISTRICT ATTORNEY III					
4020	DEPUTY DISTRICT ATTORNEY IV					
4041	CHILD SUPPORT ATTORNEY I					
4042	CHILD SUPPORT ATTORNEY II					
4043	CHILD SUPPORT ATTORNEY III					
4044	CHILD SUPPORT ATTORNEY IV					

APPENDIX B
DEPARTMENTAL GRIEVANCE PROCEDURE

The following grievance procedure is available to employees in the District Attorney and Child Support Attorney Non-supervisory bargaining unit represented by the Sonoma County Prosecutors' Association ("Association").

Section 1. DEFINITIONS:

- a. **GRIEVANCE:** A grievance is a complaint by an employee, a group of employees, or by the Association on behalf of an employee(s) ("grievant") concerning an alleged violation or misapplication of one or more of the written departmental policies affecting an employee's terms and conditions of employment and within the scope of representation as defined by Government Code 3504 and the County's Employee Relations Policy. All other matters are excluded from the definition of grievance and from this grievance procedure, including but not limited to:
1. complaints concerning matters which are specifically covered by the Memorandum of Understanding (MOU) whether or not they are subject to the MOU grievance procedure;
 2. complaints, the resolution of which would require a change in or an amendment to law, ordinance, or the resolutions, rules or regulations of the Board of Supervisors;
 3. discrimination complaints which are subject to the County's Equal Opportunity Discrimination Complaint Procedure;
 4. dismissals, suspensions, demotions, and reductions in compensation; and
 5. in addition to (4), above, all other matters appealable under the Civil Service Ordinance and/or the Rules of the Civil Service Commission.
- b. **GRIEVANCE PROCEDURE:** This grievance procedure is the exclusive method by which a grievant, including the Association, may seek management action to relieve or eliminate a grievance as defined above.
- c. **GRIEVANCE APPEALS COMMITTEE:** A Grievance Appeals Committee of three (3) members shall be a forum for consideration of grievances. Committee members shall be composed as follows:
1. One (1) person selected by the Association.
 2. The Director of Human Resources or designee.
 3. The third member of the Committee shall be mutually selected by the first two Committee members. The third member of the Committee must be selected within ten (10) days of the day the first two members were selected. If the first two Committee members are unable to agree upon a selection, then the first two Committee members shall strike names off of a list of the current members of the County Civil Service

Commission until only one name remains, who shall be the third member of the Committee. The order of striking shall be determined by a coin toss. No Committee member may be selected who is employed in the Office of the District Attorney. Committee members shall select a chairperson. The Human Resources Department shall provide secretarial services to the Committee. The Committee shall meet on call of its chairman and with mutual agreement, as to date and time of the meeting, among the grievant, the department head and the other Committee members. Deliberations of the Committee shall be informal, confidential and provide a full and fair hearing of the grievance and proposed solutions without formal rules of evidence or a stenographic or electronic recording of the proceedings.

- d. DAYS: The term "days" as used in this procedure shall mean regular County business days, Mondays through Fridays, from 8 a.m. to 5 p.m., but excluding formal County holidays or weekends.

Section 2. REPRESENTATION: An employee may be represented in any step of this grievance procedure by a representative of the Association. No member of the Grievance Appeals Committee may represent the grievant.

Section 3. DISCRIMINATION: No employee shall be subjected to discrimination, coercion, restraint, or reprisal by reason of the employee's good faith utilization of this grievance procedure.

Section 4. TIME OFF: Reasonable time off without loss of regular pay from normal County work duties shall be accorded to an employee for the purpose of presenting a grievance, representing the grievant in a grievance proceeding or serving as a member of the Grievance Appeals Committee subject to the condition that before leaving the employee's usual duties the employee shall obtain the permission of the employee's immediate supervisor. Such permission shall not be unreasonably withheld.

Section 5. INFORMAL GRIEVANCE PROCEDURE: It shall be the mutual responsibility of employees and management to endeavor to resolve grievances informally at the lowest practicable level of management. To this end, the grievant shall first present the grievance to the grievant's immediate supervisor in an informal meeting within ten (10) days after the occurrence of the circumstances giving rise to the grievance or when the grievant first actually knew, or could have reasonably known of them. The grievant may request the meeting be held at any reasonable time, and the supervisor shall meet with the grievant as soon as reasonably practicable after receipt of the request. In the meeting, the grievant and the supervisor shall review the grievance.

The employee shall fully and fairly explain: the alleged action or inaction by the employee's department which caused grievance; the written departmental policy allegedly violated by the department; and the remedy the grievant believes will resolve the grievance. The parties shall cooperate in seeking a resolution of the grievance. If questions beyond the scope of the supervisor's authority or knowledge are involved, the supervisor may consult the supervisor's superiors or other County officers. The supervisor shall present an informal, oral decision with supporting reasons to the grievant within ten (10) days after the meeting.

Section 6. FORMAL GRIEVANCE PROCEDURE: An employee whose grievance is not satisfactorily resolved by the informal procedure described in Section 5 may institute a formal grievance. The formal grievance shall conform to the following:

- a. All formal grievances shall be in writing on the form included in this Appendix;
- b. Within five (5) days after receipt of the supervisor's oral decision in the formal proceeding, the grievant may file a formal grievance on the form prescribed. The grievant shall provide the necessary information called for at the top of the form and in Steps I and II of the grievance form in clearly legible writing, printing, or typing. The grievant shall file the original form with the immediate supervisor;
- c. The immediate supervisor shall meet with the grievant within five (5) days after filing of the grievance form for discussion of the formal grievance. The immediate supervisor shall complete "Supervisor's Decision" portion of the form and return it to the grievant within seven (7) days after their meeting. A copy of the supervisor's decision and attached grievance documents shall also be filed with the Human Resources Director;
- d. The grievant may appeal the decision of the immediate supervisor by completing the first part of Step III of the grievance form and filing it with the next higher level of supervision (identified by the Department Head) and to the Department Head within seven (7) days after receipt of the supervisor's decision. The functions of the Department Head may be performed by the Department Head's duly authorized representative;
- e. The person occupying the next higher level of supervision together with the Department Head, or representative, shall meet with the grievant within ten (10) days after filing of the appeal for discussion of the grievance. The Department Head shall complete the rest of the Step III "Department Head's Response" and return it to the employee within fifteen (15) days after the meeting. A copy of the Department Head's response and any attached grievance documents shall also be filed with the Human Resources Director;
- f. The grievant may appeal the decision of the Department Head by filing a written request for an appeal to the Human Resources Director within fifteen (15) days after receipt of the Department Head's decision. The Human Resources Director shall immediately deliver a copy of the written appeal to the Department Head. The grievant shall within three (3) days of filing the appeal to submit to the Human Resources Director the name of the Grievance Appeals Committee member selected by the grievant or the Association. The Human Resources Director shall select a Committee member to represent the Human Resources Director and then provide assistance as necessary to select the third Committee member in accordance with the selection process in Section 1(c), above. The grievant's written appeal shall provide full details of the facts of the grievance and why the Department Head's response did not satisfactorily resolve the grievance;
- g. To the extent possible, the Grievance Appeals Committee shall schedule the appeal for hearing to occur not later than ten (10) days from the date all three (3) members of the Committee are selected and shall promptly notify the grievant and the Department

Head of the time and place at which the appeal will be considered. The Committee may reach an announce its advisory decision at the close of the hearing or it may retire and deliberate in private before announcing its advisory decision. In order to be properly reached, an advisory decision by the Committee must be agreed upon by at least two (2) members, be in writing, and show both the findings of fact and reasoning of the decision. The Committee shall deliver, with proof of service, a copy of its advisory decision to the Department Head, the grievant, the Association, and the Human Resources Director within ten (10) days after conclusion of the hearing.

The decision of the Grievance Appeals Committee shall be advisory and shall not be binding on the Department Head. The decision of the Grievance Appeals Committee may not be appealed further through any grievance or appeal process established for Sonoma County employees.

Section 7. ADDITIONAL RULES:

This grievance procedure shall be subject to the following additional rules:

- a. The time limitations specified may be extended only by written consent of the grievant and the Department Head. In the absence of a time extension, failure by a grievant to present the grievance or to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance. Failure of the management representative to meet with the employee or render a decision within the time limits specified shall justify appeal to the next step in the grievance procedure;
- b. An employee shall include all current grievances in one grievance. To the degree practicable, grievances shall not be duplicated. If several employees in a department wish to present grievances which are the same or substantially similar, those grievances shall be joined into one;
- c. All meeting and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of the matters under review;
- d. Any dispute or question as to whether a particular complaint or grievance by an employee is covered under this procedure shall not be subject to determination by the Grievance Appeals Committee.

**APPENDIX B
DEPARTMENTAL GRIEVANCE FORM**

For use only to process a grievance under the Departmental Grievance Procedure established by the MOU Between the County of Sonoma and SCPA for employees in the District Attorney and Child Support Attorney Non-Supervisory Bargaining Unit.

NAME	JOB CLASSIFICATION
------	--------------------

STEP I
AN INFORMAL DISCUSSION WITH YOUR IMMEDIATE SUPERVISOR.
Before completing the remainder of this form, an informal discussion with your immediate supervisor must take place within ten (10) days from the action causing the grievance.

SUPERVISOR'S NAME	TITLE
-------------------	-------

DATE DISCUSSION HELD	DATE OF SUPERVISOR'S RESPONSE
----------------------	-------------------------------

STEP II
IF THE GRIEVANCE WAS NOT RESOLVED AT STEP I, STATE IT IN WRITING AT THIS STEP AND SUBMIT THIS FORM TO YOUR SUPERVISOR, WITHIN **FIVE (5)** DAYS OF STEP I RESPONSE.

DESCRIBE GRIEVANCE (If more space is needed, use additional paper.)

DATE(S) OF INCIDENT(S)

WRITTEN DEPARTMENTAL POLICY VIOLATED

REQUESTED SOLUTION	
EMPLOYEE'S SIGNATURE	DATE
SUPERVISOR'S DECISION	
Signature	Date:
<p>STEP III IF THE GRIEVANCE WAS NOT RESOLVED AT STEP II, SUBMIT IT TO THE NEXT HIGHER LEVEL OF SUPERVISION (IDENTIFIED BY THE DEPARTMENT HEAD) WITHIN SEVEN (7) DAYS OF SUPERVISOR'S DECISION.</p>	

DATE OF APPEAL

EMPLOYEE'S SIGNATURE

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County of Sonoma Agenda Item Summary Report

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

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

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

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Janie Carduff (707) 565-3473

Supervisorial District(s):

All

Title: Miscellaneous Classification and Compensation Changes

Recommended Actions:

Approve the job classification revisions for General Services Director and Director of Fire Services/Emergency Program Manager including the proposed new title of Director of Fire and Emergency Services.

Approve Concurrent Resolution amending the Memorandum of Understanding between the County and ESC Local 20, Salary Table, to reflect the re-titling of the classifications of Marriage, Family, and Child Counselor Intern to Behavioral Health Clinician Intern, Licensed Clinical Social Worker to Behavioral Health Clinician, and Licensed Clinical Social Worker Specialist to Behavioral Health Clinical Specialist; and abolishing the classifications of Clinical Social Worker Associate, Marriage Family Therapist, and Marriage Family Therapist Specialist; and amending Salary Resolution No. 95-0926, Salary Table, to reflect the re-titling of the classification of Director of Fire Services/Emergency Program Manager to Director of Fire and Emergency Services, effective November 12, 2013.

Approve Resolution amending the Department Allocation List for the Permit and Resource Management Department to delete 1.0 Full Time Equivalent (F.T.E.) Environmental Specialist allocation and to add 1.0 F.T.E. Senior Environmental Specialist allocation, effective November 12, 2013.

Executive Summary:

Department of Health Services:

Licensed Clinical Social Worker and Marriage Family Therapist Series: The Department of Health Services requested that Human Resources update the job specifications for the Licensed Clinical Social Worker (LCSW) series, which includes Clinical Social Worker Associate, Licensed Clinical Social Worker,

and Licensed Clinical Social Worker Specialist; and the Marriage Family Therapist (MFT) series, which includes Marriage, Family and Child Counselor Intern, Marriage Family Therapist, and Marriage Family Therapist Specialist. The Department's goal was to have a broadened job class series encompassing both LCSW and MFT specializations, which Human Resources found to be common in the industry and at other agencies. As a result of the study, Human Resources recommended that the two series be combined and re-titled to Behavioral Health Clinician Intern, Behavioral Health Clinician, and Behavioral Health Specialist to reflect the intern, journey, and advanced journey levels. The Behavioral Health Clinician Series now encompasses both LCSW and MFT licensures and practices.

At their October 3, 2013, meeting the Civil Service Commission approved the following:

- 1) Re-titling the Marriage, Family and Child Counselor Intern class specification to Behavioral Health Clinician Intern and adopting the revised specification.
- 2) Re-titling of the Licensed Clinical Social Worker class specification to Behavioral Health Clinician and adopting the revised specification.
- 3) Re-titling the Licensed Clinical Social Worker Specialist class specification to Behavioral Health Clinical Specialist and adopting the revised specification.
- 4) Abolishment of the class specifications for Clinical Social Worker Associate, Marriage Family Therapist, and Marriage Family Therapist Specialist.
- 5) Reclassifying and retaining the incumbents in the Clinical Social Worker Associate and Marriage, Family and Child Counselor Intern classifications to Behavioral Health Clinician Intern; reclassifying and retaining the incumbents in the Licensed Clinical Social Worker and Marriage Family Therapist classifications to Behavioral Health Clinician; and reclassifying and retaining the incumbents in the Licensed Clinical Social Worker Specialist and Marriage Family Therapist Specialist classifications to Behavioral Health Clinical Specialist.

Permit and Resources Management Department:

Environmental Specialist: At the request of the incumbent and the Permit and Resource Management Department, Human Resources conducted a classification study of one Environmental Specialist assigned to the Environmental Review Division. Based on the overall delegated authority assigned to the position, Human Resources determined the incumbent was responsible for activities most consistent with the job classification of Senior Environmental Specialist. The Civil Service Commission approved the reclassification of Environmental Specialist to Senior Environmental Specialist and the promotion of the incumbent pursuant to Civil Service Rule 3.3B, at its September 19, 2013, meeting.

Department Head Job Specifications:

Director of Fire Services/Emergency Program Manager and General Services Director: The job specifications for these positions have not been updated since 1995. These positions are unclassified and the Board approves specification changes rather than the Civil Service Commission. Staff made appropriate edits and re-titled the Director of Fire Services/Emergency Program Manager to Director of Fire and Emergency Services to match the name of the department.

Prior Board Actions:

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

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Department of Health Services/Licensed Clinical Social Worker and Marriage Family Therapist Series: The reclassification of the incumbents does not have any fiscal impacts. The positions are allocated as Behavioral Health Clinical Specialists, the highest level in the series. No changes were made to the classification's salary when the specification was revised and retitled.

Permit and Resource Management/Reclassification of Environmental Specialist: The estimated cost of the salary adjustment is \$5,045 for FY 2013-2014, and an estimated ongoing annual cost of \$7,984. The permit and Resource Management Department has incorporated the applicable costs into its budget.

Department Head Job Specifications: No fiscal impact.

Staffing Impacts

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Environmental Specialist	\$5,169.10 - 6,283.97	0	1
Senior Environmental Specialist	\$5,556.96 - 6,755.31	1	0

Narrative Explanation of Staffing Impacts (If Required):

Department of Health Services/Licensed Clinical Social Worker and Marriage Family Therapist Series: At the October 3, 2013, meeting, the Civil Service Commission approved reclassifying and retaining the incumbents in the Clinical Social Worker Associate and Marriage, Family and Child Counselor Intern classifications to Behavioral Health Clinician Intern; Licensed Clinical Social Worker and Marriage Family Therapist classifications to Behavioral Health Clinician; and Licensed Clinical Social Worker Specialist and Marriage Family Therapist Specialist classifications to Behavioral Health Clinical Specialist.

Permit and Resource Management Department/Reclassification of Environmental Specialist: Effective November 12, 2013, one incumbent in the Environmental Review Division will be reclassified to Senior Environmental Specialist in accordance with Civil Service Rule 3.3B.

Department Head Job Specifications: No staffing impact.

Attachments:

1. Concurrent Resolution with Attachment A and B.
2. Resolution Amending Department Position Allocation Table for the Permit and Resource Management Department.
3. Director of Fire and Emergency Services job specification, as revised.
4. General Services Director job specification, as revised.

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

1. Licensed Clinical Social Worker, Licensed Clinical Social Worker Specialist, Clinical Social Worker Associate, Marriage Family Therapist, Marriage Family Therapist Specialist, and Marriage, Family and Child Counselor Intern, Report to the Civil Service Commission.
2. Environmental Specialist, Report to the Civil Service Commission.



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District Amending the Memorandum Of Understanding Between The County And ESC Local 20, Salary Table, To Reflect The Re-Titling Of The Classifications Of Marriage, Family, And Child Counselor Intern To Behavioral Health Clinician Intern, Licensed Clinical Social Worker To Behavioral Health Clinician, and Licensed Clinical Social Worker Specialist To Behavioral Health Clinical Specialist; And Abolishing The Classifications Of Clinical Social Worker Associate, Marriage Family Therapist, And Marriage Family Therapist Specialist; And Amending Salary Resolution No. 95-0926, Salary Table, To Reflect The Re-titling Of The Classification Of Director Of Fire Services/Emergency Program Manager To Director Of Fire And Emergency Services, Effective November 12, 2013.

Whereas, at the October 3, 2013, meeting, the Civil Service Commission approved revising and re-titling the job classifications of Marriage, Family, and Child Counselor Intern to Behavioral Health Clinician Intern, Licensed Clinical Social Worker to Behavioral Health Clinician, and Licensed Clinical Social Worker Specialist to Behavioral Health Clinical Specialist, and;

Whereas, at the October 3, 2013, meeting, the Civil Service Commission approved abolishing the job classifications of Clinical Social Worker Associate, Marriage Family Therapist, and Marriage Family Therapist Specialist, and;

Whereas, at the October 3, 2013, meeting, the Civil Service Commission approved reclassifying and retaining the incumbents in the Clinical Social Worker Associate and Marriage, Family and Child Counselor Intern classifications to Behavioral Health Clinician Intern; Licensed Clinical Social Worker and Marriage Family Therapist classifications to Behavioral Health Clinician; and Licensed Clinical Social Worker Specialist and Marriage Family Therapist Specialist classifications to Behavioral Health Clinical Specialist, and;

Whereas, the General Services Director and Director of Fire Services/Emergency Program Manager had not been updated since 1995 and needed to be revised to reflect the current position.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved the job classification of Marriage, Family, and Child Counselor Intern be re-titled to Behavioral Health Clinician Intern, the job classification of Licensed Clinical Social Worker be re-titled to Behavioral Health Clinician, the job classification of Licensed Clinical Social Worker Specialist be re-titled to Behavioral Health Clinical Specialist; the job classifications of Clinical Social Worker Associate, Marriage Family Therapist, and Marriage Family Therapist Specialist, be abolished; the job classification of Director of Fire Services/Emergency Program Manager be re-titled to Director of Fire and Emergency Services; and that the Memorandum of Understanding, Salary Table, between the County and ESC Local 20, and the Salary Resolution 95-0926, Salary Table, be amended to reflect these changes as set forth in Attachment A and Attachment B.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20

HEALTH PROFESSIONAL BARGAINING UNIT - 75

Job Code	Job Title	A-Step 11/12/13
2469	Marriage, Family, and Child Counselor Intern	2695
2469	Behavioral Health Clinician Intern	2695
2503	Licensed Clinical Social Worker	3030
2503	Behavioral Health Clinician	3030
2505	Licensed Clinical Social Worker Specialist	3260
2505	Behavioral Health Clinical Specialist	3260
2500	Clinical Social Worker Associate	2646
2471	Marriage Family Therapist	3030
2472	Marriage Family Therapist Specialist	3260

SALARY RESOLUTION 95-0926

DEPARTMENT HEADS – BARGAINING UNIT 0052

Job Code	Job Title	A-Step
4520	Director of Fire Services/Emergency Program Manager	6585
4520	Director of Fire and Emergency Services	6585

GENERAL SERVICES DIRECTOR

Definition

Under general policy direction of the County Administrator, plans, organizes, directs and coordinates all activities of the General Services Department; and performs related duties as required.

Distinguishing Characteristics

This is a single position class serving as the department head for the ~~Sonoma~~ County's General Services Department which includes the following ~~functions~~services: Facility Development and Management to include facility operations and capital project planning, design and construction; Architectural Services, Communications and Telephone Services, Emergency Services, Facilities Operations, County Fleet-Fleet Operations Management; Insurance Programs, integrated County PPurchasing Program Management; Real Real Estate Estate Management Operations and Management; Energy and Sustainability Program Management. Records Management and Mail Courier Services, Reprographics, and Risk Management Program.

The incumbent is responsible for the overall administrative management of departmental personnel, budget development and financial administration, program activities, and procedural and policy issues as they relate to the ~~operation of centralized~~delivery and management of the centralized general services provided by the department. Work is performed with a maximum amount of independence within established policies and procedures set forth by the Board of Supervisors, the County Administrator, and relevant laws, ordinances and regulations.

This job class is not within the classified civil service under the provisions of the County of Sonoma Civil Service Ordinance No. 305A, as amended. The incumbent is appointed by the County Administrator and considered an "at will" employee.

Typical Duties

Typical duties include, but are not limited to the following:

Plans, organizes, directs, coordinates and controls the program and activities of the General Services Department through subordinate staff; develops short and strategic, long range plans to achieve desired service levels required to support and meet the service and to meet needs of other County departments; establishes and monitors priorities.

Consults with and advises other department heads regarding the structure, feasibility and cost effectiveness of general service programs and procedures; coordinates activities of the department with those of other County departments and agencies.

Directs and reviews the work of staff; directs the selection, training, and performance evaluations management of staff; insures -that in-service training programs are developed and implemented; oversees the departmental human resources functions.

Directs the review and evaluation of current programs and methods; ~~weighs~~ considers proposed alternative programs and methods to provide maximum utilization of allocated funds.

Directs the preparation of the annual General Services budget; establishes controls and measurement tools for the ~~delivery~~ ing of services and cost controls; oversees the maintenance of departmental fiscal records and budgetary controls; pursues the development of oversight structures and resources to optimize the delivery of services in alignment with County goals and strategies.

Administers the County's ~~Capitol~~ capitol and ~~Maintenance~~ maintenance Projects ~~projects and Capital Projects Program~~ and makes recommendations on project priorities and funding Program; directs the development of requests for proposals, construction bids, bid evaluations, and contract negotiations and administration for proposed County projects.

~~Coordinates activities of the department with those of other County departments and agencies.~~

Prepares program reports for the County Administrator and the Board; gives public presentations to the Board of Supervisors on General Services projects and activities or as director by the County Administrator.

Confers with citizen groups, advisory bodies and others concerned with departmental programs and activities; represents the County and speaks before public bodies, groups, organizations and the public on matters pertaining to general services programs and activities.

Directs the preparation of a wide variety of plans and reports and maintenance of departmental records and documents.

Knowledge and Abilities

~~**Extensive knowledge of:** principles and practices of public administration, organization and management; the principles and practices relating to modern budget, programs and systems management; the operations and functions of County government.~~

Thorough knowledge of: principles and practices of public administration, organization and management; the principles and practices relating to modern budget, programs and systems management; the operations and functions of County government; the principles and practices necessary to plan, organize, direct, implement, evaluate, and coordinate complex and varied programs; the principles and practices of personnel management and training.

Considerable knowledge of: research methodology, report writing and basic statistics; written and oral communications, language mechanics, syntax and English composition; group dynamics as it relates to public organizations; modern office methods and procedures.

Ability to: plan, organize, direct, coordinate and evaluate the operations of a large diverse organization; establish and maintain effective working relationships with public officials, County management personnel, employees, boards and commissions, agencies, and other interested parties; plan and organize research and statistical work relating to the various aspects of administration, budget and general management matters; understand, interpret and apply rules, regulations and ordinances, and federal, state and local legislation; develop and implement short and long range departmental goals and objectives; effectively assemble, organize and present, in

either written or oral form, the logical conclusions and sound recommendations resulting from the analysis of administrative, financial, factual, or other information derived from a variety of sources; exercise responsibility, initiative, ingenuity, independent analysis and judgment in solving highly specialized administrative and management problems; orient, train, supervise and evaluate subordinate staff; analyze situations and take appropriate courses of action; perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters; use principles of inductive and deductive reasoning to validate conclusions and recommendations; utilize sound judgment, tactfulness, persuasion and authority in relationships with subordinates, County officials, administrative personnel, and the general public.

Minimum Qualifications

Any combination of education, training and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include:

~~**Education:** Academic course work which directly relates to the knowledge and abilities listed herein. Normally, G~~graduation from an accredited college or university with a degree in business administration, public administration, ~~management, finance, accounting,~~ engineering, ~~construction management, or~~ architecture, or a closely related ~~courses would provide the knowledge and abilities~~field; and-

~~Additional qualifying experience may be substituted for the college education on a year for year basis.~~

~~**Experience:** Any combination of experience which would provide the opportunity to acquire the knowledge and abilities listed herein. Normally, five~~ years of progressively responsible ~~experience in a~~management experience in a public agency that includes managing and administering programs, services, policies and procedures; and a minimum of two years supervising management and professional level staff~~managerial or administrative capacity, including systems, procedures and programs evaluation, would provide such opportunity.~~

Experience with programs and services similar to the Department's is desired.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required, depending upon assignment, to perform the essential job functions of the position.

County of Sonoma
CAT. NO. 1 JGRP. NO. I

4520
Established 1/85
Revised 12/95, 11/13
(formerly Director of Fire Services)

DIRECTOR OF FIRE AND EMERGENCY SERVICES
/EMERGENCY PROGRAM MANAGER

Definition

Under general policy direction of the County Administrator, plans, organizes, coordinates, administers, and directs the activities of the Fire and -Emergency Services Department; and performs related duties as required.

Distinguishing Characteristics

The incumbent of this position serves as the department head and is responsible for the overall management of the Sonoma County's fire and emergency services which include fire prevention, permit, inspection and code enforcement services; incident response, fire operations and training; oversight of Sonoma County's volunteer fire companies; Sonoma County's emergency management program, and hazardous materials management and response. The incumbent of this position serves as the County Fire Warden and County Fire Chief as provided for in the state statutes.

~~-Department of Emergency Services-~~

Considerable independent judgment is exercised in the administration of the Department's programs and services, which have been accepted and approved by the Fire Safety Committee, Hazardous Materials Management Committee, Disaster Council and the Sonoma County Board of Supervisors. Work is performed with a maximum amount of independence within established policies and procedures set forth by the County Administrator and Board of Supervisors, and the County Administrator.

~~The incumbent of this position is appointed as County Fire Warden and County Fire Chief as provided for in the state statutes. The incumbent also establishes policies and procedures for County involvement in fire and hazardous materials programs, works cooperatively with other agencies in preparing long range plans, responds to emergency situations as necessary and deals with highly sensitive or political issues.~~ This job class is not within the classified civil service under the provisions of Section 5 (r) of the County of Sonoma Civil Service Ordinance No. 305A, as amended. The incumbent is appointed by the County Administrator and considered an "at will" employee. ~~serves at the will of the Board of Supervisors and is required to enter into an "at will" employment contract~~

Typical Duties

Typical duties include, but are not limited to the following:

Plans, organizes and directs the overall activities and programs associated with Fire Services and Emergency Services of the County~~the Department; d.~~ Develops and implements policies and procedures ~~for fire and emergency services in conformance with the policies of the Board of Supervisors;~~ develops and implements long-term plans ~~for County fire emergency programs.~~

~~Confers~~ Works collaboratively with representatives of various state, county, city and other agencies in establishing Sonoma County's long-term services programs and plans, standards, procedures~~County fire service and regulations, procedures and standards;~~ coordinates services with contiguous fire departments and develops mutual assistance programs where appropriate;

Develops and administers contracts with various County fire agencies dealing with fire and emergency services.

-

Responds to emergency situations as necessary; assists fire agencies throughout the County by providing coordinated investigation, inspection, prevention and training services.

The incumbent also establishes policies and procedures for County involvement in fire and hazardous materials programs, works cooperatively with other agencies in preparing long range plans, responds to emergency situations as necessary and deals with highly sensitive or political issues. Manages and directs the Emergency Services/Disaster Preparedness Program as approved by the Board of Supervisors.

Assists fire agencies throughout the County by providing coordinated investigation, inspection, prevention and training services in conformance with policies of the Board of Supervisors.

Directs and reviews the work of staff; directs the selection, training, and performance management of staff; insures that in-service training programs are developed and implemented; oversees the departmental human resources functions; reviews management staff recommendations and determines departmental needs for staff and other resources.

Directs the review and evaluation of current programs and methods; considers proposed alternative programs and methods to provide maximum utilization of allocated funds.

Determines departmental budget priorities and makes recommendations to the County Administrator and Board of Supervisors; directs the preparation of the annual budget; establishes controls and measurement tools for the delivery of services and cost controls; oversees the maintenance of departmental fiscal records and budgetary controls; ensures that budget expenditures are properly controlled in order to conform with approved funding; seeks additional funding sources.

Interviews, selects, trains, supervises, and evaluates staff engaged in fire prevention and emergency service activities.

Reviews management staff recommendations and determines departmental needs for staff and other resources; determines departmental budget priorities; presents and justifies program and budget recommendations to the County Administrator and the Board of Supervisors; ensures that budget expenditures are properly controlled in order to conform with approved funding.

Functions as the principal staff to the Sonoma County Fire Safety Committee; directs the preparation of statistical and narrative reports for the committee; prepares or directs the preparation of various recommendations for committee consideration; coordinates the assignment of necessary staff support for the committee's activities.

Develops and administers contracts with various County fire agencies dealing with emergency services.

Participates in advisory committees or other related groups; meets with and advises citizen groups regarding fire and emergency service programs; represents the County and speaks before public bodies, groups, organizations and the public on matters pertaining to fire service activities the department's activities and services.

Director of Fire Services/
Emergency Program Manager

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Attends seminars and workshops in order to stay current on developments in fire fighting methods and techniques; makes recommendations about changes in County fire services based on new developments and techniques.

Responds to emergency situations or activates the County Emergency Operation Center and serves as Incident Commander, ~~as needed; s-~~ Serves as back-up to on-call personnel as necessary.

Knowledge and Abilities

Thorough knowledge of: the principles, methods and techniques related to organizing and managing ~~of administration, including the organization and management of~~ fire and emergency services; current fire prevention, fire safety, fire fighting, fire rescue, fire investigation and hazardous materials principles, practices and procedures; National Fire Safety Standards, County Fire ~~Laws~~Regulations, State Fire Codes, including Titles 19 (both for emergency services and fire code) and 24, 29 CFR 1910 hazardous materials regulations, Uniform Fire Code, Uniform Building Code, Health and Safety Code, National Fire Code and other federal, state and local laws pertaining to fire prevention and fire suppression; the principles and effective practices of disaster management including conditions leading to major emergencies and operation of an emergency operations center.

Considerable knowledge of: principles and practices of public administration, financial and budget management and personnel management; the principles and practices related to program management; research methodology, basic statistics and report writing; Sonoma County geography; modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct a fire service program; rescue procedures, training methods; group dynamics, communications methods, and public relations techniques; ~~-~~

Working knowledge of: modern office methods and procedures; and written and oral communication, including language mechanics, syntax and English composition.

Knowledge of: ~~research methodology, report writing, and basic statistics; Sonoma County geography.~~

Director of Fire Services/
Emergency Program Manager

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Ability to: effectively plan, organize, direct, coordinate, administer and supervise the County's fire and emergency services programs; analyze administrative problems in order to reach practical conclusions and institute effective changes; establish and maintain effective personal working relationships with staff, representatives of fire agencies and districts, public officials, groups, organizations and the general public; prepare and direct the preparation of comprehensive written reports and oral presentations containing alternative solutions and recommendations regarding specific resources, plans and policies; effectively interview, select, train, supervise and evaluate subordinates; supervise and control the expenditure of funds allocated to the department; understand, interpret and apply rules, regulations and ordinances and federal, state and local legislation; develop and update departmental rules, regulations and policies.

Minimum Qualifications

Any combination of education, training and experience that would provide the opportunity to acquire the knowledge and abilities listed. Normally, this would include:

~~**Education:** Significant academic course work which directly relates to the knowledge and abilities listed. Normally, this course work would include fire science, fire administration, public administration, business administration, or a closely related field; and and/or other related courses.~~

~~**Experience:** Any combination of training and experience which would provide an opportunity to acquire the knowledge and abilities listed. Normally, five years of experience progressively responsible experience working with fire operations and services, including at least two years of supervisory or management experience in a large or complex fire department; and, and also including experience working with volunteer fire service programs. would provide such opportunity.~~

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Special Requirement: Completion of PC832 within one year of employment.

Desirable: Related Bachelor's Degree, Certified Fire Officer, Hazardous Materials certification, Emergency Management certification.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position .

Citizenship Requirement: Permanent resident aliens who wish to be employed as peace officers must apply for citizenship at least one year before application for such employment. If a permanent resident alien has not obtained citizenship within three years after application for employment or is denied citizenship he or she shall be disqualified for peace officer status.

Background Requirement: Incumbents shall not have been convicted of a felony in this state or any other state or in any federal jurisdiction, or of any offense in any other state or in any federal jurisdiction, or of any offense in any other state or in any federal jurisdiction, which would have been a felony if committed in this state, nor be under current formal probation supervision.

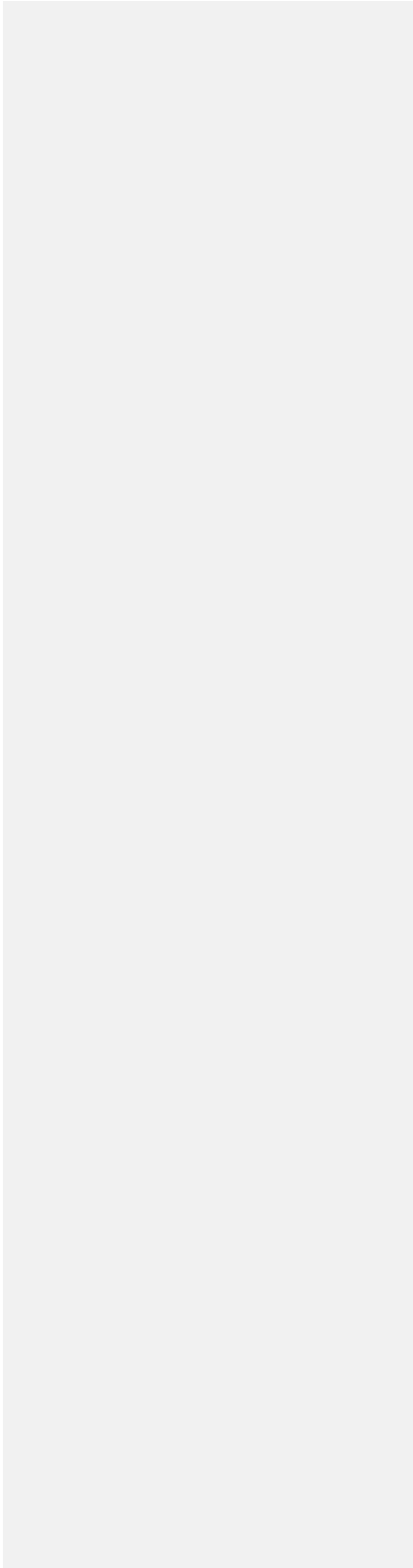
Retirement Eligibility: Candidates in this classification are eligible for Public Safety Retirement which is defined by the County Employees' Retirement System.

~~**Probationary Period:** Individuals hired into this class will serve one year probationary period.~~

Director of Fire Services/
Emergency Program Manager

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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services Department

Staff Name and Phone Number:

Nick Honey, Division Director 565-4343

Supervisorial District(s):

All

Title: Amendment Requests for California Parenting Institute Contracts

Recommended Actions:

Authorize the Director of Human Services to execute two contract amendments with California Parenting Institute; one to increase the amount by \$41,811 for a new total not to exceed amount of \$91,811 for the term July 1, 2012 through June 30, 2014 for the provision of additional administrative support of the redesigned mandated reporter training program; and one to increase the amount by \$21,264 for a new total not to exceed amount of \$443,264 for the term July 1, 2013 through June 30, 2014, for supportive services to child welfare clients.

Executive Summary:

The Department is requesting that the Board authorize the Human Services Department Director to execute two contract amendments for the period of July 1, 2013 to June 30, 2014 with California Parenting Institute. The contract amendments add an additional \$63,075 to existing CPI services in order to provide support for the mandated reporter training program as well as ensure continuity of services to child welfare clients in the areas of Rohnert Park/Cotati in light of the merger between California Parenting Institute and Sonoma County Adult and Youth Development (SCAYD).

Background:

California Parenting Institute (CPI) has several contracts currently in place with the Human Services Department – Division of Family, Youth and Children for the provision of supportive services to families involved with or diverted from the child welfare system and for the coordination of the local Child Abuse Prevention Council (Prevent Child Abuse – Sonoma County or PCA-SC). On May 14, 2013, the PCA-SC and Human Services Department co-presented the annual Child Abuse Prevention Report to the Board of Supervisors. At that time, the Board of Supervisors requested that the PCA-SC and Human Services Department work together to strengthen the existing mandated reporter training program offered to the community. In response to that request, the Human Services Department has led a planning effort to redesign the mandated reporter program – both by adding resources to the existing program and by broadening the scope to not only include an enhanced mandated reporter component but also to offer

child abuse prevention training to the broader community. The Human Services Department has a Social Worker III position added to the budget and is currently recruiting for this position. This person will be responsible for conducting the outreach and presentations. As another component of the program design, the Human Services Department is requesting approval to amend their current contract with CPI to operate the PCA-SC to include staffing and resources to provide the necessary level of administrative support to this program. The contract amendment would augment the contract by \$41,811 annually, and would allow for a part time staff person as well as funding for outreach materials. The original contract to operate the PCA-SC was awarded to California Parenting Institute in August 2012 as the result of an RFP process. The contract already required that they provide and support community education and professional training related to child abuse prevention, which this augmentation builds upon. The services will go through a procurement process once again prior to the 2015-2016 fiscal year.

Client Support Services Contract Augmentation

The Human Services Department currently holds contracts with both CPI and Sonoma County Adult and Youth Development (SCAYD) for the provision of resource assistance and parent education to families with active Child Welfare cases in their respective service areas. Effective October 1, 2013, the Boards of SCAYD and CPI have made the decision to merge organizations in order to more efficiently and effectively provide services to the community. SCAYD has officially terminated their existing FY 13/14 contract with the Human Services Department for the provision of Resource Assistance and Parenting Education to families with child welfare cases, effective September 30, 2013. An unexpended contract balance of \$21,264 is left. CPI has agreed to continue providing the same services at the same level and to the same community that SCAYD had, and therefore, the Human Services Department would like to increase the existing contract with them by the same amount, \$21,264. The total CPI contract increase from its' existing contract amount of \$422,000 to \$443,264. At the request of CPI, and in collaboration with Social Advocates for Youth (SAY), this modification also removes (SAY) as a subcontractor for the remainder of the fiscal year and requires that CPI provide the same level of service with internal staff.

The last RFP process for Client Support Services was completed in Spring 2011 for the 2011-2014 three year period. A new RFP process will be done in Spring 2014 for all Client Support Services contracts, in accordance with established procurement procedures.

Prior Board Actions:

Board approval of Client Support Services Contracts with SCAYD and CPI in on June 4 and 25, 2013; Accepted presentation on the Annual Report on Child Abuse Prevention on May 14, 2013.

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

This action promotes a safer, more caring community by providing more public information on child abuse, current prevention efforts and ways that the public can become involved in child abuse prevention activities, as well as by ensuring the continuity of services to families through the merger of two contracted non-profit agencies.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 63,075		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 63,075
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 63,075	Total Sources	\$ 63,075

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal impacts are part of the departments' approved budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Two Contract Amendments with California Parenting Institute (CPI).



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: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Reg Cullen 565-2502

Supervisorial District(s):

All

Title: National Pollutant Discharge Elimination System (N.P.D.E.S.) Phase II Storm Water Annual Report, Year 10 (2012-2013)

Recommended Actions:

Adopt a resolution authorizing the Chair to certify the Annual Report for Phase II Year 10 (2012-2013) for the National Pollutant Discharge Elimination System (N.P.D.E.S.) Discharge Permit No. CAS000004 for Storm Water Discharges, and directing the submittal of Annual Report package to the San Francisco Bay Regional Water Quality Control Board.

Executive Summary:

The County is a Co-Permittee under a general N.P.D.E.S. permit for storm water discharges from small municipal separate storm sewer systems (General Permit). The General Permit was issued by the State Water Resources Control Board and is administered by the San Francisco Bay Regional Water Quality Control Board (S.F.B.R.W.Q.C.B.). The Permit is officially known as State Water Resources Control Board Water Quality Order No. 2003-0005-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000004. The County and the Water Agency are Co-Permittees for a permit from the state with the same number but submit separate Phase II Annual Reports on unique work items. The Water Agency is responsible for most of the water quality monitoring elements of the permit while the County is responsible for administering components including municipal operations and business outreach.

To obtain coverage under this Permit, the County was required to develop a Storm Water Management Plan (Plan) that defines a program of activities that would meet the state's minimum control measures. These activities are focused within the Permit boundary which can be generally described as the unincorporated areas in and near the cities of Sonoma (including El Verano, Boyes Hot Springs, and Glen Ellen), and Petaluma (including Penngrove).

One of the activities requires preparation and submittal of an annual report, due each year by November 15th to the S.F.B.R.W.Q.C.B. This annual report covers the time frame of July 1, 2012 to June 30, 2013. The report functions to provide information on the progress that the County has made relative to the Plan goals and activities. It also functions to evaluate the effectiveness of these activities.

Accomplishments

The County continues to meet and or exceed the numerous measurable goals for the Plan. Specific progress and accomplishments during this permit term by various County departments over the fiscal year 2012-2013 include:

Department of Transportation and Public Works (DTPW)

1. Held nine specific N.P.D.E.S. trainings for staff and supervisors. In addition to these trainings, the subject of Erosion and Sediment Control Best Management Practice (BMP) was often discussed at the weekly Maintenance Supervisor meetings.
2. Collected approximately 234 gallons of hazardous liquid, 110 gallons of hazardous sludge, and 166 gallons of hazardous materials throughout the county.
3. Continued to install storm drain labels at all new inlets. 193 storm drain labels were installed during this reporting period.
4. Dead animal pickup. North Bay Corporation and Animal Regulation now handle this.

Permit and Resource Management Department (PRMD)

1. Continued to provide handouts to the construction industry with information regarding storm water pollution prevention.
2. Continued to provide S.U.S.M.P. Guidelines to the public and promote low impact development.
3. Conducted approximately eight storm water related inspections on five grading projects.
4. Participated in the multiagency Enforcement Task Force meetings to protect water quality.
5. Continued reviewing and revising the Grading Ordinance policies to protect water quality and reduce runoff from project sites.
6. Handed out approximately 100 grease scrapers in order to keep grease out of septic and sewer systems thereby lowering the likelihood of blockages that could overflow into storm drains and creeks.
7. Handed out approximately 50 manuals on creek friendly landscaping in an attempt to educate sectors of the public about proper selection of drought tolerant plants, not overwatering, not using too much fertilizer, and providing pervious areas for infiltration.
8. Distributed approximately 100 storm drain labels to other County Departments for installation at drop inlets promoting source control of pollutants.
9. Continued collaboration with Abigail Smith of RB2 San Francisco Bay Board regarding spill, illicit discharge, and other storm water issues.

Department of Health Services, Environmental Health and Safety Section (EHS)

1. E.H.S. conducted 50 B.M.P. inspections at Retail Food Facilities within the Phase II permit boundary.
2. E.H.S. also conducted 19 total spill responses, six were within the Phase II N.P.D.E.S. boundary, and 13 were outside the N.P.D.E.S. boundary but within the S.F.B.R.W.Q.C.B. district.

Regional Parks Department (RP)

1. Sponsored two pesticide seminars during the current reporting term.(see Appendix B).
2. Continued support for the Environmental Discovery Center.
3. Continued to follow current practices relating to retention and planting of native vegetation and water conservation.

County Fire

1. Regulated 197 Certified Unified Program Agency (C.U.P.A.) sites within the Phase II boundary.
2. Conducted 54 inspections at 48 of the C.U.P.A. sites and discovered 56 violations, 19 of which were documented as being corrected within the established time frames.
3. Participated in the San Francisco Bay and Delta Area Committee and the Volunteer Subcommittee for oil spill planning.
4. Participated in the Sonoma County Environmental Crimes Task Force (Hosted by the North Coast Regional Water Quality Control Board).
5. Continued work with the Federal Environmental Protection Agency on a hazardous material and oil spill response plan for the Russian River.

Other County departments with responsibility to complete various activities within the Plan are the General Services Department/Architect's Division and the Agricultural Commissioner's Office. Additionally, the County Administrator's Office and County Counsel staffs provide support when administrative or legal questions arise about the storm water program. The Waste Management Agency works to protect water quality by organizing household toxic collection sites and collected approximately 1.18 million pounds of household toxics, electronic waste, and used oil; all done without requirement by the storm water program.

Fiscal Summary

The County funded the N.P.D.E.S. program activities through development-related fees and general funds. Overall, the County program expenditures increased by approximately one hundred and thirty eight percent (138%) compared to last year. The increase in expenditures is due mainly to increased road maintenance within the permit boundary. The remainder is due to increase program management, outreach and small amounts in the other categories. Table I is a summary of the County program expenditures.

Table I. Phase II MS4 Expenditures for County Departments

	Department of Health Services						
	Department of Transportation and Public Works						
	Permit and Resource Management Department						
	County Fire						
	Agricultural Commissioner's Office						
	Regional Parks Department						TOTAL
Program Management Effectiveness Evaluation	\$4,003	\$13,785	\$21,992	\$7,079	NA	\$39,866	\$86,725
Private Construction	\$0	\$0	\$28,571	\$0	NA	\$0	\$28,571
Industrial Commercial Sources	\$2,962	\$0	\$0	\$3,127	NA	\$0	\$6,089
Municipal Operations	\$0	\$413,737	\$0	\$0	NA	\$5,587	\$419,324
Illicit Discharge Detection and Elimination	\$1,956	\$0	\$4,782	\$3,127	NA	\$0	\$9,865
Public Education and Outreach	\$0	\$0	\$23,794	\$3,127	NA	\$2,807	\$29,728
S.U.S.M.P.	\$0	\$0	\$0	\$0	NA	\$755	\$755
Monitoring	\$0	\$0	\$0	\$0	NA	\$0	\$0
N.P.D.E.S. Permit Fees	NA	NA	\$7,795	NA	NA	NA	\$7,795
TOTAL	\$8,921	\$427,522	\$86,934	\$16,460	NA	\$49,015	\$588,852

Certification

If certified by the Board, the report will be submitted to S.F.B.R.W.Q.C.B. on or before November 15, 2013. Federal regulations require that the report be signed by a ranking (elected) official. The wording included on the Certification Pages of the Annual Report is also required by federal regulations.

Prior Board Actions:

For nine successive years the Board has certified this storm water annual report. The last action occurred on November 13, 2012 when the Board certified annual report for year nine for fiscal year 2011-2012.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The storm water program promotes and requires clean water leaving county facilities.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact as a result of the requested action; submitting the report is administrative in nature and required by the state storm water permit. The County funds the N.P.D.E.S. program and the compiling and writing of this report through development-related fees (95%) and general funds (5%).

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:
Board of Supervisors Draft Resolution.
Related Items "On File" with the Clerk of the Board:
Annual Report and Appendices.



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

Reg Cullen

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing The Chair To Certify The Annual Report For Phase II Year 10 (2012-2013) For The National Pollutant Discharge Elimination System Discharge Permit No. CAS000004 For Storm Water Discharges From The Urbanized Unincorporated Areas Around The City Of Sonoma And The City Of Petaluma And Approving The Submittal Of Annual Report Package To The San Francisco Bay Regional Water Quality Control Board.

Whereas, on April 30, 2003, the State Water Resources Control Board (State Water Board) adopted Water Quality Order No. 2003-0005-DWQ, Waste Discharge Requirements for the Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (General Permit), National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000004; and

Whereas, the NPDES Permit No. CAS000004 requires that the County of Sonoma submit an annual report documenting the status of all the general programs and individual tasks contained in the General Permit and Storm Water Management Plan. The San Francisco Bay Regional Water Quality Control Board has granted permission to submit the annual report by November 15th of each year with a grace period until December 15th of each year; and

Whereas, the Storm Water Management Plan specifying tasks for the term of Permit No. CAS000004 was approved by the Board of Supervisors of the County of Sonoma on February 25, 2003; and then approved for revision on August 5, 2003 and a second revision (final form) on December 14, 2004; and

Whereas, Annual Report for Phase II Permit, Year 10 (2012-2013) has been completed by the County of Sonoma.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby finds, determines, and declares as follows:

1. The Chair is authorized to certify Annual Report for Phase II Permit, Year 10 (2012-2013) for NPDES Permit No. CAS000004 for Storm Water Discharges from the urbanized unincorporated areas around the City of Sonoma and the City of Petaluma.

Resolution #

Date: November 12, 2013

Page 2

2. The submittal of Annual Report for Phase II Permit, Year 10 (2012-2013) for NPDES Permit No. CAS000004 for Storm Water Discharges to the San Francisco Bay Regional Water Quality Control Board is approved.

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

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Robert Ochs, Probation: 565-2732

Supervisorial District(s):

Countywide

Title: AB 109 Joint Operations Law Enforcement Support MOU

Recommended Actions:

Authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with the City of Santa Rosa Police Department (SRPD) to reimburse SRPD for overtime costs resulting from participation in special joint field operations (\$50,000) for July 1, 2013-June 30, 2014 funded by AB 109 funds.

Executive Summary:

The Probation Department seeks Board approval to execute a Memorandum of Understanding (MOU) with the City of Santa Rosa Police Department to reimburse SRPD for overtime costs incurred due to participation in special joint operations related to supervision of realigned offenders in the community. The Community Corrections Partnership (CCP) recommended funding the joint special operations as part of the County's FY 13-14 Public Safety Realignment Plan, which the Board subsequently approved on June 4, 2013. Funding for the joint operations will cover the period from July 1, 2013 through June 30, 2014. The CCP's approved FY 13-14 plan included a \$50,000 funding allocation for these activities. The \$50,000 not-to-exceed budget covers aggregate reimbursements to SRPD and all other local law enforcement agencies that partner with Probation.

The joint operations will either be initiated or pre-approved by the County of Sonoma Probation Department, and jointly executed in collaboration with local law enforcement partner agencies. The subject MOU with the City of Santa Rosa Police Department (SRPD) will be the first of several agreements executed with various local law enforcement agencies. Examples of special joint operations planning and operational activities may include, but are not limited to: creation of an operational plan prior to the event; communication of scope and requirements to local law enforcement partners; coordination with local law enforcement partners to determine manpower and other resources needed to accomplish the goals of the operation; leading the operation; and generation of all post-operational reports for participating agencies.

Prior Board Actions:			
6/4/2013: The Board approved the CCP's FY 13-14 (Year 3) Public Safety Realignment Plan.			
Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
The joint operations augment Probation's supervision of local realigned offenders, and they help ensure a safer community by improving coordination, communication, and enforcement activities of the various local law enforcement agencies.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 50,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 50,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 50,000	Total Sources	\$ 50,000
Narrative Explanation of Fiscal Impacts (If Required):			
The \$50,000 budget for special joint operations with local law enforcement agencies was included as part of both the Board-approved FY 13-14 Realignment Plan and Probation's adopted budget. This activity will be fully funded by revenues received from the State for AB 109 Public Safety Realignment. All future funding allocations for this activity must be approved by both the Community Corrections Partnership Executive Committee and the Board of Supervisors. The recurring annualized cost for this activity is estimated to be \$50,000.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A	N/A	N/A	N/A
Narrative Explanation of Staffing Impacts (If Required):			
Not applicable.			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
Memorandum of Understanding with City of Santa Rosa Police Department			



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

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan Klassen, 707-565-2231

Supervisorial District(s):

First

Title: Vehicle Length Restrictions on Trinity Road

Recommended Actions:

Adopt a resolution prohibiting vehicles with trailers or semi-trailers with kingpin to rear axle lengths exceeding thirty-eight feet (38') on Trinity Road between State Route 12 (SR-12) and the Sonoma/Napa County line and authorize the Director of Transportation and Public Works to install associated signage.

Executive Summary:

The Transportation and Public Works staff have been working with the Napa County Public Works staff, the California Highway Patrol from both the Sonoma and Napa area offices, in addition to local residents and the Mayacamas Volunteer Fire Department to address long vehicles becoming stuck attempting to negotiate the narrow winding sections of Trinity Road (#6603) and Dry Creek Road (Napa County) between State Route 12 (SR-12) and Mount Veeder Road (Napa County). The road has several sharp curves where vehicles have become wedged and in a couple cases ultimately tipped over. These unfortunate occurrences have resulted in the closing of the roadway for several hours while the vehicles are up-righted and/or escorted off the roadway.

There are currently "TRUCKS WITH TRAILERS NOT RECOMMENDED" advisory signs located on both State Route 12 approaches, the entry to Trinity Road from State Route 12 and the intersection of Oakville Grade and Dry Creek Road. The advisory sign is not enforceable and does not allow for citations to be issued to drivers that disregard the signage and become disabled, other than the specific costs associated with extricating the vehicle.

Section 35401(e) of the California Vehicle Code allows local officials, in consideration of public safety, to limit the length of vehicles with trailers or semi-trailers that are allowed to use a given roadway. Staff, working in conjunction with the Napa County Public Works Department, has conducted engineering and traffic surveys of Trinity Road and Dry Creek Road and are recommending that length restrictions be established limiting vehicles with trailer or semi-trailers to a maximum length of thirty-eight feet (38') kingpin to the rearmost axle.

On June 11, 2013, the Napa County Board of Supervisors addressed this condition on Dry Creek Road, the Napa County extension of Trinity Road, by adopting Resolution 2013-63 restricting the length of vehicles with trailers and semi-trailers to thirty-eight feet (38') from the kingpin to the rearmost axle.

The existing advisory signs at State Route 12, Trinity Road, Sonoma/Napa County line and the intersection of Veeder Road and Dry Creek Road will be replaced with regulatory signage notifying drivers of the length restriction. The establishment of the vehicle length restriction will allow for enforcement agencies to assess citations and fines in addition to the cost of extrication.

Prior Board Actions:

None.

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

By formalizing the restriction on the length of vehicles using Trinity Road, it is anticipated that the problems with large vehicles getting stuck and blocking the road will be eliminated or at least significantly reduced. This is a public safety measure.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 2,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 2,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 2,000	Total Sources	\$ 2,000

Narrative Explanation of Fiscal Impacts (If Required):

The estimated cost for the two signs is \$2,000 and appropriations are available in the FY 13-14 Road Maintenance budget.

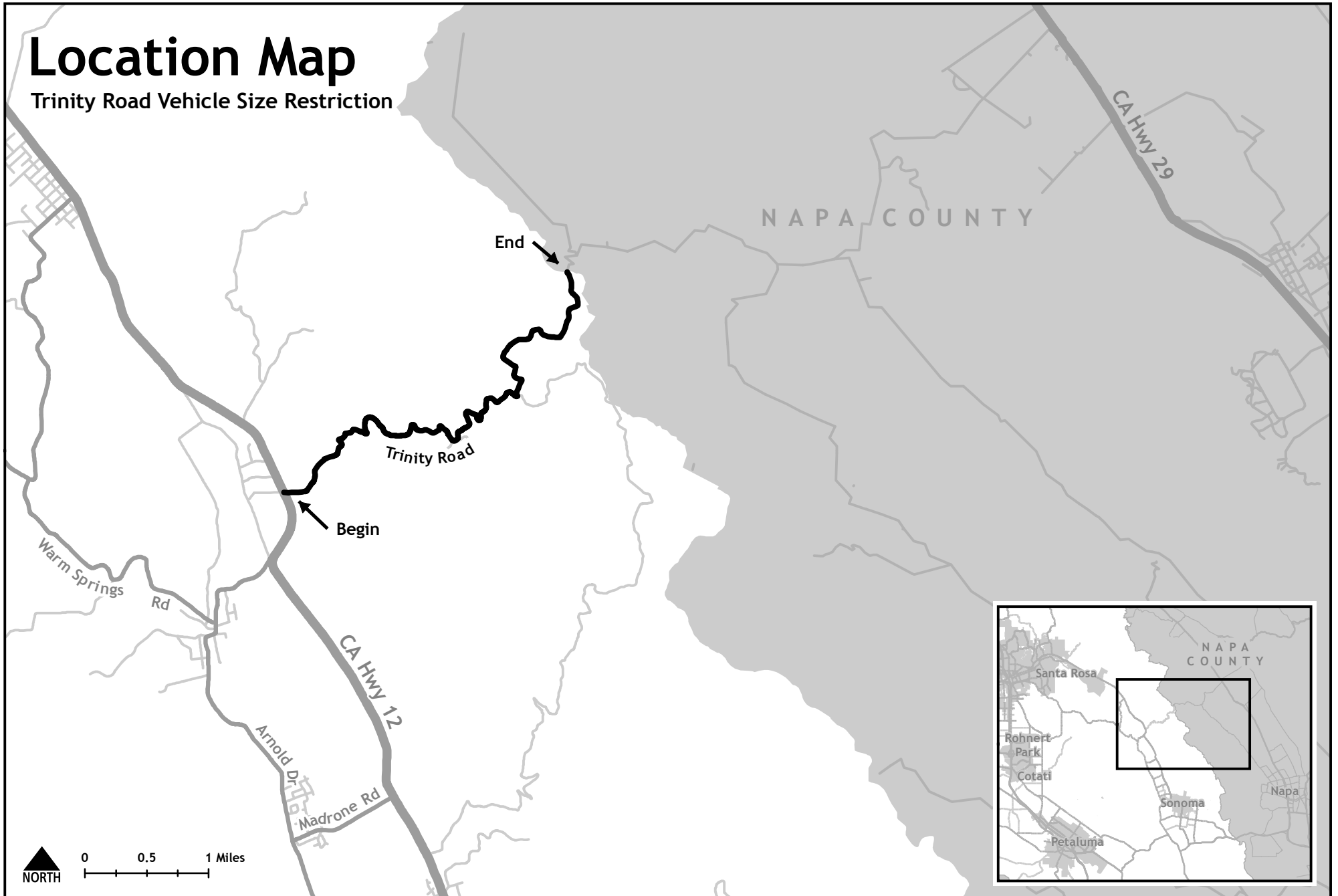
Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
None.
Attachments:
<ol style="list-style-type: none">1. Location Map2. Resolution3. Napa County Board of Supervisors Resolution 2013-63
Re
None.

Location Map

Trinity Road Vehicle Size Restriction



— Restricted Area



County of Sonoma

State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

Whereas, Section 35401(e) in Division 15 of the California Vehicle Code authorizes a local authority to prohibit by ordinance the use of any street, road or highway by any vehicle with a trailer or semi-trailer exceeding a maximum length of thirty-eight feet (38') from the kingpin to the rearmost axle, if by accepted engineering standards, they cannot safely negotiate the street, road or highway; and

Whereas, Section 32 of the California Vehicle Code states that, whenever local authorities are given the power to take action by ordinance in pursuant to Division 11 or Division 15 of the California Vehicle Code, they shall also have the power to take such action by resolution; and

Whereas, Sonoma County seeks to ensure a safe and efficient road network; and

Whereas, Trinity Road between State Route 12 (SR-12) and the Sonoma/Napa County Line is winding and narrow resulting in long vehicles utilizing the full road width to negotiate the tight radius curves, and

Whereas, there have been numerous and frequent reports of long vehicles that have been unable to negotiate the tight radius curves on Trinity Road resulting in safety concerns and blocked traffic; and

Whereas, on June 11, 2013, the County of Napa adopted resolution 2013-63 restricting vehicles with trailers and semi-trailers with kingpin to axle lengths exceeding 38 feet on Dry Creek Road between Mount Veeder Road and the Sonoma/Napa County line; and

Whereas, staff has determined through an engineering and traffic study, that long vehicles with a trailers or semi-trailer exceeding a kingpin to rear axle length of 38 feet cannot safety negotiate Trinity Road and that limiting the length of vehicles to the maximum extend allowed under Section 35401(e) of the California Vehicle Code is in the best interest of public safety; and

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma hereby:

1. Prohibits vehicles with trailers or semi-trailers with kingpin to rear axle lengths exceeding thirty-eight feet (38') on Trinity Road between State Route 12 (SR-12) and the Sonoma/Napa County line.
2. Authorizes the Roads Commissioner to erect appropriate signage as required by the California Vehicle Code and California Manual of Uniform Traffic Control Devices.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

RESOLUTION NO. 2013-63

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
ESTABLISHING A TRUCK LENGTH RESTRICTION ON PORTIONS OF
DRY CREEK ROAD**

WHEREAS, Section 35401(e) of the California Vehicle Code, which is found in Division 15 of the California Vehicle Code, authorizes a local authority to, by ordinance, prohibit the use of any street, road or highway by any commercial vehicle exceeding a maximum length of thirty-eight (38) feet from the king pin to the rear axle if, by accepted engineering standards, the street, road or highway cannot accommodate a longer vehicle; and

WHEREAS, Section 32 of the California Vehicle Code states that, whenever local authorities are given the power to take action by ordinance in pursuant to Division 11 or Division 15 of California Vehicle Code, they shall also have the power to take such action by resolution; and

WHEREAS, Napa County seeks to ensure a safe and efficient road network; and

WHEREAS, Dry Creek Road between Mount Veeder Road and the Napa/Sonoma County Line (the "Road") has been determined to be winding and narrow, and that semi-trucks require additional room when negotiating curves; and

WHEREAS, due to the winding and narrow nature of the road, County engineers have determined that trailers longer than 38 feet cannot traverse the Road without regularly having significant portions of their vehicle in the lane reserved for on-coming traffic; and

WHEREAS, traffic on the Road consists of approximately seven hundred sixty (760) vehicles per day; and

WHEREAS, a truck that has gotten stuck attempting to negotiate a curve does not generate a traffic accident report; however, the California Highway Patrol has informed the County Roads Department that they regularly are called to assist long trucks that have gotten stuck on the Road;

WHEREAS, there are numerous reports from residents along the Road that also indicate that incidents involving trucks that fail to traverse the route occur with regularity; and

WHEREAS, while it is difficult to determine the number of accidents directly resulting from trucks longer than thirty-eight (38) feet, eleven (11) accidents have occurred on the Road during the past five (5) years that could be related to a narrow road width such as cars running off the road and sideswipe accidents and.

WHEREAS, County engineer's have determined that limiting the truck length to the maximum extent allowed under Section 35401(e) of the Vehicle Code is a necessary step to ensure public safety and free flow of traffic on the Road; and

WHEREAS, the Board hereby determines that the Road cannot, in consideration of public safety and the above findings, sustain the operation of trailers or semitrailers with a kingpin to rearmost axle measurement of more than thirty-eight (38) feet;

NOW, THEREFORE BE IT RESOLVED, by the Napa County Board of Supervisors as follows:


1. Pursuant to Section 35401(e) of the California Vehicle Code, a truck length restriction of thirty-eight (38) feet maximum from the king pin to the rear axle shall apply to all vehicles on Dry Creek Road between Mount Veeder Road and the Napa/Sonoma County Line.
2. The Roads Commissioner is hereby directed to erect appropriate signage to alert motorists of the above restrictions on the Road.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors at a regular meeting of the Board held on the 11th day of June, 2013 by the following vote:

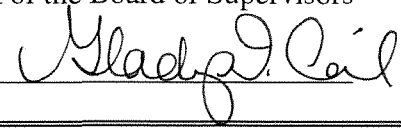
AYES: SUPERVISORS CALDWELL, DODD, WAGENKNECHT, and DILLON

NOES: SUPERVISORS NONE


ABSENT: SUPERVISORS LUCE


BRAD WAGENKNECHT, Chairman
Napa County Board of Supervisors

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: 

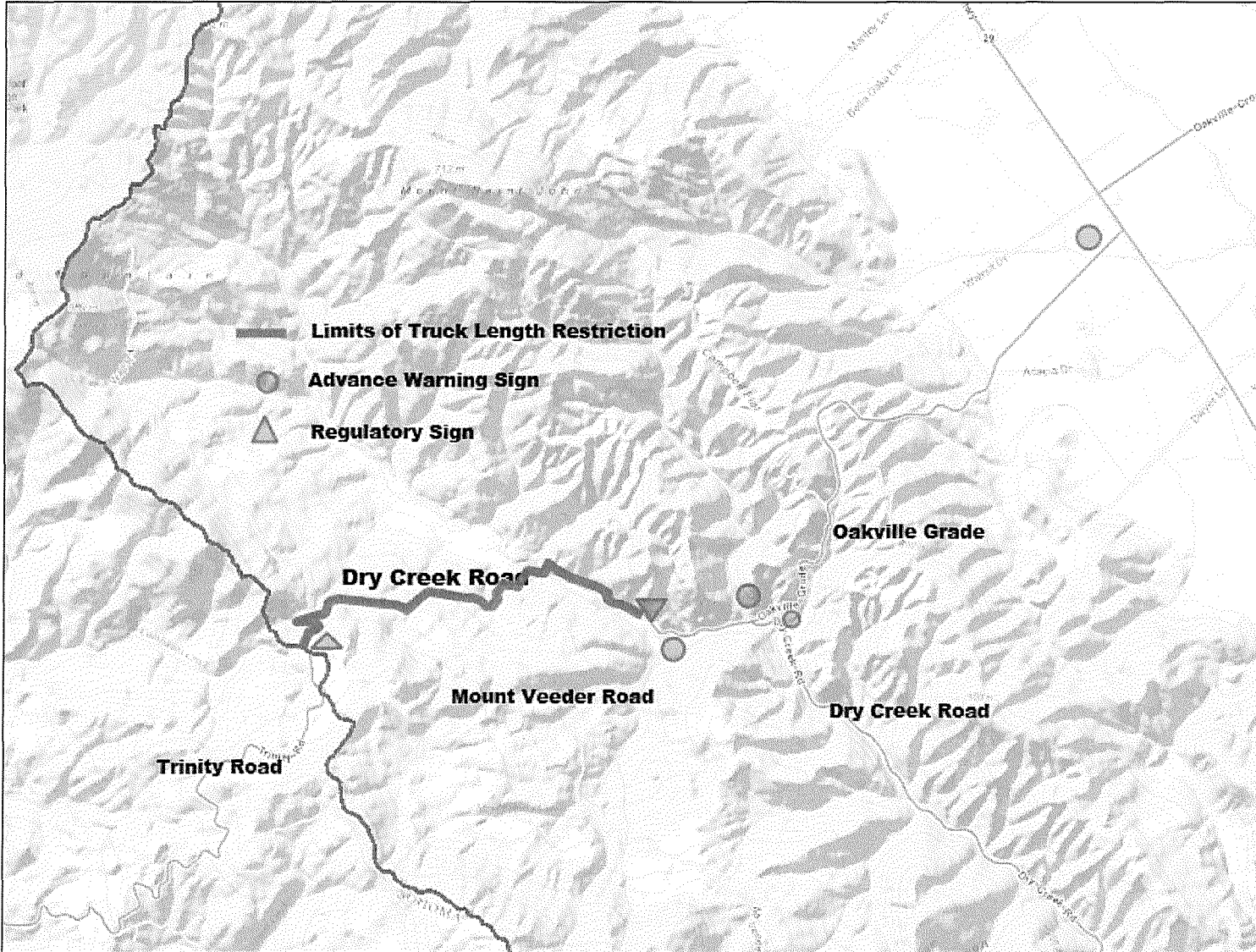
APPROVED AS TO FORM Office of County Counsel	
By: <u>Thomas S. Capriola</u>	Deputy County Counsel
Date: <u>May 8, 2013</u>	

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	
Date: <u>10/11/2013</u>	
Processed by: 	
Clerk of the Board	



A Highway of Distinction
A Commitment to Service

Dry Creek Road Truck Length Restriction



Legend
 County Boundary



Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.

This map was printed on 5/15/2013

Notes



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 26

(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: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Peter Rumble, 565-3771

Supervisory District(s):

All

Title: California State Association of Counties Board of Directors Assignment

Recommended Actions:

The Board is requested to appoint Supervisor David Rabbitt as primary appointment to the California State Association of Counties Board of Directors and Supervisor Mike McGuire as the alternate.

Executive Summary:

The California State Association of Counties (CSAC) has a Board of Directors with each of California's 58 Counties appointment one primary and one alternate member. These appointments are made by the Board of Supervisors at the Board's annual organizing meeting in November of each year. Supervisor David Rabbitt currently serves as Sonoma County's primary appointee to the CSAC and Supervisor Mike McGuire serves as the alternate appointee.

CSAC sent a letter requesting the appointment for 2014 occur prior to the Annual CSAC Conference schedule for November 19, 2013. It is recommended that the Board continue the existing primary and secondary appointment in time for the Annual Conference. In January 2013, appointments will be revisited by the Board of Supervisors along with other Supervisor appointments and assignments.

Prior Board Actions:

The Board appoints Board member representation to CSAC traditionally as part of the Board's reorganization meeting in January.

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):
 There is no financial impact from rotating appointments.

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
 (A) Letter from Matt Cate, Executive Director CSAC
 (B) CSAC Board of Director Member Roster, 2013

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



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327- 7500
Facsimile (916) 321- 5047

September 12, 2013

TO: Chairs, Boards of Supervisors

FROM: Matt Cate, Executive Director

SUBJECT: Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 19, 2013. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2014 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail sronkowski@counties.org.

Enclosures

cc: 2013 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2013

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Louis Boitano
S	Butte County	Maureen Kirk
R	Calaveras County	Merita Callaway
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	Federal Glover
R	Del Norte County	Michael Sullivan
R	El Dorado County	Norma Santiago
S	Fresno County	Henry Perea
R	Glenn County	John Viegas
R	Humboldt County	Virginia Bass
S	Imperial County	Ryan Kelley
R	Inyo County	Jeff Griffiths
S	Kern County	Mike Maggard
R	Kings County	Doug Verboon
R	Lake County	Anthony Farrington
R	Lassen County	Jim Chapman
U	Los Angeles County	Don Knabe
R	Madera County	Max Rodriguez
S	Marin County	Susan Adams
R	Mariposa County	John Carrier
R	Mendocino County	Carre Brown
S	Merced County	Hubert "Hub" Walsh
R	Modoc County	Jim Wills
R	Mono County	Larry Johnston
S	Monterey County	Fernando Armenta
S	Napa County	Brad Wagenknecht
R	Nevada County	Ed Scofield
U	Orange County	John Moorlach
S	Placer County	Jim Holmes
R	Plumas County	Jon Kennedy
U	Riverside County	John Tavaglione

U	Sacramento County	Susan Peters
R	San Benito County	Margie Barrios
U	San Bernardino County	Josie Gonzales
U	San Diego County	Greg Cox
U	San Francisco City & County	Eric Mar
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Doreen Farr
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Linda Seifert
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Pflueger
S	Tulare County	Steve Worthley
R	Tuolumne County	Randy Hanvelt
U	Ventura County	Kathy Long
S	Yolo County	Matt Rexroad
R	Yuba County	Roger Abe

President: David Finigan, Del Norte
 First Vice President: John Gioia, Contra Costa
 Second Vice President: Efren Carrillo, Sonoma
 Immed. Past President: Mike McGowan, Yolo

SECTION: U=Urban S=Suburban R=Rural



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: November 12, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci 565-4876; Alfredo Perez, 565-6627

Supervisorial District(s):

Countywide

Title: First 5 Commissioner Appointment and Re-Appointments

Recommended Actions:

Approve the appointment of Juan Hernandez to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2014.

Approve the re-appointment of Commissioners Loren Soukup and Cynthia Murray to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2016.

Executive Summary:

This item requests approval of the appointment of Juan Hernandez to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2014 and the re-appointment of Commissioners Loren Soukup and Cynthia Murray to the First 5 Sonoma County Commission for the term of December 1, 2013 through November 30, 2016.

Commissioner Appointment

The California Children and Families First Act of 1998 provided for the creation of a Sonoma County Children and Families Commission, now called the First 5 Sonoma County Commission, charged with promoting, supporting, and improving the early development of children from the prenatal stage through five years of age. The Commission is funded by a state surtax on tobacco products.

Enacted in October 2008, Ordinance 5807 increased Commission membership from seven (7) to nine (9) commissioners from the following categories identified in the Children and Families Act of 1998, Health and Safety Code Section 130140. Prospective members are recruited by category, not by supervisorial district.

Three (3) ex-officio members:

- The Health and Human Services liaison member of the Board of Supervisors, appointed from time to time by the Chair of the Board
- The Director of the Sonoma County Health Services Department

- The Director of the Sonoma County Human Services Department

Six (6) members from the following categories:

- Recipients of project services included in the Commission's strategic plan
- Educators specializing in early childhood development
- Representatives of a local child care resource or referral agency or a local child care coordinating group
- Representatives of a local organization for prevention or early intervention for families at risk
- Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development
- Representatives of local school districts
- Representatives of local medical, pediatric, or obstetric associations or societies

First 5 Sonoma County Commissioner Oscar Chavez resigned his seat on the Commission on April 30, 2013. The Commission conducted an extensive recruitment to attract candidates representing child serving agencies. A Notice of Vacancy was posted with the Clerk of the Board and at the Santa Rosa Library in accordance with the Maddy Act, and notice of the vacancy and an application was sent to the Commission's 750-member mailing list of grantees, community advisors, community-based organizations, and other interested individuals and agencies. In addition, the recruitment documents were posted on the First 5 Sonoma County website. Three applications were received and screened by recruitment committee of the Commission on October 14, 2013.

At its October 28, 2013 meeting, the Commission recommended that Juan Hernandez be appointed to the Commission for a three-year term as a Representative of a local organization for prevention or early intervention for families at risk. Juan Hernandez has demonstrated many years of commitment to working with children and families in the community. Mr. Hernandez earned a B.A. degree from UC Riverside, a Fellowship from Management Leadership for Tomorrow New York, and an M.A. in Psychology and Organization Development from Sonoma State University. He served as Director of Educational Programs at the Calistoga Family Center worked to create successful Latino families and integrate them fully into the community. While in Calistoga, he was elected to the board of the Napa Community Foundation and the Napa Valley Hispanic Network.

He was installed as Executive Director of La Luz Center in August of 2012. La Luz Center's mission is to empower the community through education, leadership and self-advocacy. Mr. Hernandez has helped La Luz Center garner an excellent reputation for both the quality and quantity of its services and serves as the primary resource in Sonoma Valley for disadvantaged families. Most recently, La Luz Center was honored for a 2013 Jefferson Award, given for excellence in community leadership and civic engagement. The national Jefferson Award for Public Service was launched in 1972 by Jacqueline Kennedy Onassis, Sen. Robert Taft, Jr. and Sam Beard, to recognize unsung heroes for their contributions as public servants or volunteers.

The Commission believes that Juan Hernandez will contribute to the Commission's ability to achieve its goals.

Mr. Hernandez is filling a mid-term vacancy. Consistent with Ordinance 5807, his term will end November 30, 2014.

Consistent with Ordinance 5807, First 5 Sonoma County Commissioners may serve up to three consecutive terms. Commissioner Loren Soukup, representing recipients of project services, and

Commissioner Cynthia Murray, representing a community organization that promotes nurturing and early childhood development, have each concluded their first term and agreed to continue serving as First 5 Commissioners. At its October 28, 2013 meeting, the Commission recommended Commissioners Soukup and Murray be re-appointed to three year terms that will expire November 30, 2016.

Prior Board Actions:

Commissioner appointments are recruited and recommended by the First 5 Sonoma County Commission and appointed at the discretion of the Board of Supervisors. All prior Commissioners were so appointed, except for ex-officio Commissioners.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Recruitment of public members to the Commission encourages engagement with civic services and promotes a better community.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts associated with the Recommended Actions.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

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

None



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Sherry Alderman – 707-565-8501

Supervisorial District(s):

County-wide

Title: Workforce Investment Board and Youth Council Appointments

Recommended Actions:

- 1) Reappoint Yale Abrams, Lee Alderman, Ed Barr, Gina Charbonneau, Judy Coffey, Melanie Dodson, Kristina Holloway, Keo Hornbostel, Roy Hurd, Mark Ihde, Stephen Jackson, Bill Nordskog, Chris Paige, Lynn Stauffer, and Pedro Toledo to the Workforce Investment Board for a two year term ending November 12, 2015.
- 2) Appoint Bradley Hellerud and Diana Curtin to the Youth Council for a one year term ending November 12, 2014.
- 3) Reappoint Ron Beiden, James Hackett, Roy Hurd, Stephen Jackson, Valerie McKamey, Bill Nordskog, and Rafael Vasquez to the Youth Council for a two year term ending November 12, 2015.

Executive Summary:

The Workforce Investment Act (WIA) is a federal law passed on August 7, 1998 designed to prepare youth and adults for entry into the labor force. The Workforce Investment Act required that all local regions create a Workforce Investment Board (WIB) comprised of local business and community members to oversee and implement the Workforce Investment Act programs, as well as a Youth Council under the WIB to plan delivery of WIA services to youth ages 14-24.

Membership Criteria and Process for Recommending Members for Appointment

The Workforce Investment Act (WIA) regulations established that the Sonoma County Workforce Investment Board (WIB) and its Youth Council will serve as policy oversight bodies for its employment and training programs. The law requires that appointments to these bodies be made by local elected officials. In accordance with the written agreement between the Sonoma County Board of Supervisors and the WIB, the WIB reviews and approves candidates' applications for membership and forwards its recommendations to the Board of Supervisors for final approval and appointment.

WIB members are not appointed by supervisorial district, but on a county-wide basis, and must have a high degree of policymaking and hiring authority within the organizations they represent. The WIB is required by law to maintain a business majority. The WIB and Youth Council also seek members who have expertise in Sonoma County's important or emerging employment sectors, such as health care, hospitality, and green technology or who provide workforce-related services. Applications are reviewed by the WIB Executive Committee and are then

recommended to the Board of Supervisors for appointment. Current members in good standing are recommended for reappointment at the end of their term.

Efforts to fill the WIB and Youth Council seats are ongoing through referrals from current members and outreach to businesses, public, labor, and private non-profit organizations. The Human Services Department also works closely with the Economic Development Board to identify business members appropriate for the business seats on the WIB.

Categories of Membership Recommendations

The individuals recommended for appointment to the Workforce Investment Board will represent the following categories of membership, all of which have vacancies.

<u>Representative</u>	<u>Category</u>
<u>Workforce Investment Board</u>	
Yale Abrams	Business
Lee Alderman	Business
Ed Barr	Business
Gina Charbonneau	Business
Judy Coffey	Business
Melanie Dodson	Business
Kristina Holloway	Business
Keo Hornbostel	Business
Roy Hurd	Business
Mark Ihde	Community Based Organization
Stephen Jackson	Education
Bill Nordskog	Business
Chris Paige	Required Partners
Lynn Stauffer	Education
Pedro Toledo	Community Based Organization
<u>Youth Council</u>	
Bradley Hellerud	Former Participant
Diana Curtin	Youth Community-Based Organization
Ron Beiden	Juvenile Justice
James Hackett	Public Housing Authority
Roy Hurd	Workforce Investment Board
Stephen Jackson	Education
Valerie McKamey	Rehabilitation
Bill Nordskog	Business
Rafael Vasquez	Education

WIB Member Information

Yale Abrams is a consultant for business and nonprofit entities offering consultation in general management, marketing, fund development, organizational development, and strategic planning. Yale has been active in the

community since he came to Sonoma County in 1976, participating on the Board of Directors of the United Way, Sonoma State Enterprises, the Sonoma County Family YMCA, the Santa Rosa Chamber of Commerce, and the World Affairs Council of Sonoma County. Yale Abrams joined the WIB in 2000 and fills a Business seat.

Lee Alderman is currently the Assistant Vice President of Training & Financial Literacy at Redwood Credit Union where his two primary focuses are internal training programs and improving the financial literacy of our community. He is committed to including financial education in public schools. In addition to the California Nevada Youth Involvement Network Board (CNYINB), Lee also previously served on the Credit Union National Association (CUNA) Human Resource/Training Development Council Board. Lee has served on the Workforce Investment Board since 2007 and fills a Business seat.

Ed Barr is President of P & L Specialties and the Tom Beard Company which produces, respectively, wine making equipment and wine barrel cleansing equipment. He has been an active member of the WIB and Youth Council since 2002. He was chair of the WIB for two terms from 2003-2004 and 2008-2010 and the chair of the Youth Council from 2005-2007, where he provided leadership and guidance for Sonoma County's Youth Symposium and worked with the Sonoma County Office of Education to develop the Work-Ready Certificate. Ed Barr fills a Business seat.

Gina Charbonneau is the Senior Human Resources Manager at Francis Ford Coppola Winery. Gina joined the Workforce Investment Board in 2008 and fills a Business seat.

Judy Coffey is the Senior Vice President/Area Manager for Kaiser Permanente's Marin-Sonoma service area. She is the chief executive responsible for the operations of both the Santa Rosa and San Rafael Medical Centers with nearly 250,000 members. An active member in the community, Judy has been involved at all levels with the American Heart Association and is currently a member of their National Emergency Cardiovascular Care Board. She also serves as a member of the North Bay Hospital Council, Workforce Investment, Empire College, and United Way of the Wine Country boards. She was chair of the WIB from 2004-2006. Judy has served on the Workforce Investment Board since 2000 and she fills a Business seat.

Melanie Dodson is the Executive Director of Community Child Care Council of Sonoma County (4Cs), the largest early education non-profit in the county. She worked as a teacher for nine years before moving to child care administration in 2001, and became the Executive Director for 4Cs in 2008. She is a strong believer in early intervention programs for youth, and 4Cs adopted the Upstream Investments Resolution of Alignment in 2011. Ms. Dodson will represent the child care industry, and will fill a business seat on the WIB.

Kristina Holloway is the Employee Relations Manager at Healdsburg District Hospital. She is a successful Human Resources leader with over 18 years experience in strategic, tactical, and operational Human Resources management. She is actively serving as the Chapter Chair of the North Bay Regional Chapter of the Northern California Human Resources Association. She has served on the Workforce Investment Board since 2010 and fills a Business seat.

Keo Hornbostel is the General Manager at Pure Luxury Transportation. In addition to the Workforce Investment Board, Keo also serves on the Santa Rosa Chamber of Commerce, the Santa Rosa Convention and Visitor Bureau, the Sonoma County Tourism Board, and the Historic Railroad Square Executive Committee and Board. Keo has served on the Workforce Investment Board since 2006 and fills a Business seat.

Roy Hurd has been involved in private education and school administration for more than 40 years, the past 24 years as President of Empire College in Santa Rosa. Roy is Past-Chairman of the Board of the Wells Fargo Center for the Arts, Santa Rosa Chamber of Commerce, Business Education Round Table and the Sonoma County Workforce Investment Board (Chairman 2006-2009) and the Sonoma County Youth Council. In 2007, Roy was the recipient of the Sonoma County Spirit Award which recognized his contributions to the Sonoma County Workforce Investment Board. He was chair of the WIB from 2006-2008. Roy has served on the Workforce Investment Board

since 2000 and fills a Business seat.

Mark Ihde is the President and CEO of Goodwill Industries of the Redwood Empire. Mark was the elected Sheriff-Coroner for Sonoma County before retiring in 1997. Mark has served on the Workforce Investment Board since 2005 and fills a Community Based Organization seat.

Stephen Jackson is the Director of Career Development and Workforce Preparation Services department for the Sonoma County Office of Education (SCOE). He oversees all aspects of the county-level effort to develop and deliver effective career development programs for high school students in Sonoma County. Stephen has worked in education for 24 years, including 12 years as a business and technology instructor at Montgomery High School in Santa Rosa. He has served on the Workforce Investment Board since 2005 and fills an Education seat.

Bill Nordskog retired from Agilent technologies after 35 years. Bill is has been the Chair of the United Way of the Wine County, Chair of the Youth Council, a CASA advocate, and a steering committee member for the Santa Rosa Mayors Gang Prevention Task Force, and is active in the Cradle to Career initiative. Bill has served on the Workforce Investment Board since 2000 and fills a Business seat.

Chris Paige currently serves as the Chief Executive Officer for California Human Development. Chris has been actively involved in La Cooperativa Campesina de California since its inception, providing leadership in the planning and program development relating to disaster assistance, dislocated workers, immigration reform, health care, and equity for farm workers. Chris has been recognized for his volunteer activities by the Volunteer Center of Sonoma County and is active on the Board of Sutter Care at Home (formerly Sutter VNA and Hospice), the Sutter VNA and Hospice Foundation and the Redwood Arts Council. Chris has served on the Workforce Investment Board since 2000 and fills a Required Partners seat.

Dr. Lynn Stauffer is the Dean for the School of Science and Technology at Sonoma State University. Dr. Stauffer is responsible for providing academic and administrative leadership to the School of Science and Technology. Her interest in creating a highly skilled workforce by providing science and technology students knowledge and access to green and innovative industries offers a link between Sonoma State University and workforce development efforts in Sonoma County. Dr. Stauffer has served on the Workforce Investment Board since 2010 and fills an Education seat.

Pedro Toledo is Director of Community and Government Relations with the Redwood Community Health Coalition. He also serves on the Hispanic Chamber of Commerce, the Heath Committee of the Santa Rosa Chamber of Commerce and the Santa Rosa Junior College Health Workforce Roundtable. His involvement with health related interests in the community contributes to the Workforce Investment Board's connection with this important sector of Sonoma County's economy. Pedro has served on the Workforce Investment Board since 2010 and fills a Community Based Organization seat.

Youth Council Member Information

Bradley Hellerud is a Youth Staff member at V.O.I.C.E.S. Sonoma, a one stop for transitional age foster youth. Mr. Hellerud will fill the Former Participant seat on the Youth Council and provide a unique perspective to the Youth Council.

Diana Curtin is the Executive Director at Chop's Teen Club, a youth serving organization. Ms. Curtin will fill a Youth Community-Based Organization seat.

Ron Beiden worked for 30 years at the Sonoma County Probation Department and was Probation Camp Director before retiring. Ron has been a member of the Youth Council since 2000. He also volunteers on the advisory committees for the Boys' and Girls' Probation Camp. Ron has served on the Youth Council since 2000 and holds a Probation seat.

James Hackett is the Housing Authority Manager for the Community Development Commission. He moved to Sonoma County in 2010, bringing 17 years of public housing work experience. Mr. Hackett will fill the Public Housing Authority seat on the Youth Council.

Roy Hurd has been involved in private education and school administration for more than 40 years, the past 24 years as President of Empire College in Santa Rosa. Roy is Past-Chairman of the Board of the Wells Fargo Center for the Arts, Santa Rosa Chamber of Commerce, Business Education Round Table, Sonoma County School-to-Career Partnership, and the Sonoma County Workforce Investment Board (Chairman 2006-2008) and the Sonoma County Youth Council. In 2007, Mr. Hurd was recipient of the Sonoma County Spirit Award which recognized his contributions to the Sonoma County Workforce Investment Board. Roy has served on the Youth Council since 2000 and holds a Workforce Investment Board Member seat.

Stephen Jackson is the Director of Career Development and Workforce Preparation Services department for the Sonoma County Office of Education (SCOE). He oversees all aspects of the county-level effort to develop and deliver effective career development programs for high school students in Sonoma County. Stephen has worked in education for 24 years, including 12 years as a business and technology instructor at Montgomery High School in Santa Rosa. Stephen has served on the Youth Council since 2005 and holds an Education seat.

Valerie McKamey is a Rehabilitation Supervisor for the California Department of Rehabilitation, serving Sonoma County since 1994. Valerie supervises the Transition Partnership Program, which helps special needs youth transition from school to work. Valerie has served on the Youth Council since 2008 and holds a Rehabilitation seat.

Bill Nordskog retired from Agilent technologies after 35 years. Bill has been the Chair of the United Way of the Wine County, Chair of the Youth Council, a CASA advocate, and a steering committee member for the Santa Rosa Mays Gang Prevention Task Force, and part of the Sierra Youth Center Advisory Council. Bill has served on the Youth Council since 2000 and holds a Business seat.

Rafael Vazquez works as an outreach specialist for Santa Rosa Junior College's Extended Opportunity Programs & Services department. This department serves economically disadvantaged students by providing counseling, funding, and other support services to help prepare them for success at SRJC. Rafael served on the board of directors of a non-profit organization that worked with troubled youth. He serves as a mentor to many young men who are affiliated with gangs with the objective of connecting them with positive alternatives to gang life. Rafael has served on the Youth Council since 2006 and holds an Education seat.

Prior Board Actions:

May 7, 2013: Appointed four members to the Workforce Investment Board, and appointed two members to the Youth Council.

March 26, 2013: Reappointed two members to the Workforce Investment Board, and reappointed six members to the Youth Council.

January 15, 2013: Appointed two members to the Workforce Investment Board.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Workforce Investment Board and the Youth Council make recommendations and participate in workforce development initiatives and programs in alignment with local employer needs with a goal of building a prepared and well trained Sonoma County workforce.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

There are no fiscal impacts associated with this action.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Attachment A: Proposed Workforce Investment Board Membership Roster

Attachment B: Proposed Youth Council Membership Roster

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

None.

Sonoma County Workforce Investment Board

Membership as of Tuesday, November 12, 2013

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Business			
	1	Yale Abrams	Yale Abrams Consulting
	1	Lee Alderman	Redwood Credit Union
	1	Ed Barr	P & L Specialties
	1	Robin Bartholow	North Coast Builders' Exchange
	1	Kristyn Byrne	Deliver the Mission
	1	Gina Charbonneau	Francis Ford Coppola Presents, Rosso & Bianco Winery
	1	Judy Coffey	Kaiser-Permanente
	1	Melanie Dodson	Community Child Care Council of Sonoma County (4Cs)
	1	Paul Duranczyk	Creekside Convalescent Hospital
	1	Steve Herron	Exchange Bank
	1	Kristina Holloway	Healdsburg District Hospital
	1	Keo Hornbostel	Pure Luxury Transportation
	1	Roy Hurd	Empire College
	1	Scott Kincaid	Facility Development Corp.
	1	Bill Nordskog	Agilent, Retired
	1	Jose Obregon	Hispanic Chamber of Commerce /General Services
	1	Robert Reynolds	Innovative Business Solutions
	6	<i>Vacant</i>	
Total Seats	23		
Community Based Organization			
	1	Mark Ihde	Goodwill Industries of the Redwood Empire
	1	Matt Martin	Social Advocates for Youth
	1	Pedro Toledo	Redwood Community Health Coalition
	0	<i>Vacant</i>	
Total Seats	3		
Economic Development Agencies			
	1	Kelly Bass Seibel	Santa Rosa Chamber of Commerce
	1	<i>Vacant</i>	
Total Seats	2		
Educational Entities			
	1	Steven Herrington	Sonoma County Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Jerald Miller	Santa Rosa Junior College
	1	Lynn Stauffer	Sonoma State University
	0	<i>Vacant</i>	
Total Seats	4		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Labor Organizations			
	1	Chris Knerr	Cement Masons
	1	Bill Robotka	Engineers & Scientists of California
	1	Chris Snyder	Operating Engineers
	1	George Steffensen	North Bay Labor Council
	1	Vacant	
Total Seats	5		
One-Stop Partner			
	1	Debbie Antonsen	Employment Development Department
	1	Stephanie Cabral	Experience Works, Inc.
	1	Karen Fies	Sonoma County Human Services Department
	1	Peter Harsch	California Department of Rehabilitation
	1	Kathleen Kane	Community Development Commission
	1	Chris Paige	California Human Development
	2	Vacant	
Total Seats	8		

45 Total Membership

35 Seats Filled

10 Vacancies

Sonoma County Youth Council

Membership as of Tuesday, November 12, 2013

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
ApprenticeShip			
	1	George Steffensen	North Bay Labor Council
	0	<i>Vacant</i>	
Total Seats	1		
Education Agencies Serving Youth			
	1	Dan Blake	Sonoma County Office of Education
	1	Steven Herrington	Sonoma County Office of Education
	1	Georgia Ioakimedes	Sonoma Office of Education
	1	Stephen Jackson	Sonoma County Office of Education
	1	Rafael Vasquez	Santa Rosa Junior College
	1	Catherine Wilson	Sonoma County Junior College District
	0	<i>Vacant</i>	
Total Seats	6		
Former Participant			
	1	Bradley Hellerud	V.O.I.C.E.S. Sonoma
	0	<i>Vacant</i>	
Total Seats	1		
In-School Youth			
	0		
	1	<i>Vacant</i>	
Total Seats	1		
Non-regulatory seats			
	1	Ron Beiden	Sonoma County Probation Camp
	1	Valerie McKamey	Department of Rehabilitation
	0	<i>Vacant</i>	
Total Seats	2		
Organization that Relates to Youth Activities			
	1	Kellie Noe	Department of Health Services
	0	<i>Vacant</i>	
Total Seats	1		
Out of School Youth			
	1	Matt Martin	Social Advocates for Youth
	0	<i>Vacant</i>	
Total Seats	1		

<u>Membership Category</u>	<u># of Seats</u>	<u>Name</u>	<u>Organization</u>
Parent of Eligible Youth	0		
	1	<i>Vacant</i>	
Total Seats	1		
Private Sector			
	1	Ed Barr	P & L Specialties
	1	Bill Nordskog	Agilent, Retired
	1	Jim Sartain	Keegan-Coppin
	1	<i>Vacant</i>	
Total Seats	4		
Public Housing Authority			
	1	James Hackett	Sonoma County Community Development Commission
	0	<i>Vacant</i>	
Total Seats	1		
WIB Member			
	1	Roy Hurd	Empire College
	0	<i>Vacant</i>	
Total Seats	1		
Youth Community-Based Organizations			
	1	Marilee Eckert	Conservation Corps North Bay
	1	<i>Diana Curtin</i>	<i>Chop's Teen Club</i>
Total Seats	2		
Youth Service Agency - Juvenile Justice			
	1	Jeanne Buckley	Juvenile Justice
	0	<i>Vacant</i>	
Total Seats	1		
Youth Service Agency - Law Enforcement			
	1	Steve Freitas	Sonoma County Sheriff's Department
	0	<i>Vacant</i>	
Total Seats	1		

24 Total Membership

20 Seats Filled

4 Vacancies



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Appointment

Recommended Actions:

Approve appointment of Edward Crump to the Flood Control Advisory Committee Laguna-Mark West Zone 1A effective November 12, 2013, co-terminus. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

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: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Appointment

Recommended Actions:

Approve appointment of Connie Aust to the Commission on the Status of Women effective November 12, 2013 through November 12, 2015. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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: 31
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Reappointment

Recommended Actions:

Approve reappointment of Karissa Kruse to the Sonoma County Tourism Board from January 1, 2014 through December 31, 2015. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

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: 32
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Reappointment

Recommended Actions:

Approve reappointment of Kirk Lok to the Sonoma County Tourism Board from January 1, 2014 through December 31, 2015. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

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: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Appointment

Recommended Actions:

Approve appointment of Paul Juilly to the Cazadero Community Services District effective December 6, 2013 through December 1, 2017. (Fifth District)

Executive Summary:

None.

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board Of Supervisors

Staff Name and Phone Number:

Supervisor Mike McGuire, 575-3758

Supervisorial District(s):

Fourth District

Title: Appointment

Recommended Actions:

Reappoint Kenneth Giovannetti, Robert Cook and Randal Luginbill to the Rains Creek/ Hiatt Road County Water District for a 4 year term effective December 6, 2013 through December 5, 2017.

And

Reappoint Sylvia McRae to the Rains Creek/ Hiatt Road County Water District for a 2 year term effective December 6, 2013 through December 5, 2015.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: November 12, 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: Reappointment

Recommended Actions:

Reappoint Allan Hemphill to the North Coast Railroad Authority Board representing the County of Sonoma for a term of two years ending 11/12/15.

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	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Kathleen Kelly, 524-2603

Supervisorial District(s):

All

Title: Sonoma County Williams Act Settlement Annual Report of Findings

Recommended Actions:

Accept Sonoma County Superintendent of Schools Report on Williams Lawsuit Settlement findings for Fiscal Year 2013-2014.

Executive Summary:

In August 2004, the Governor facilitated a settlement of the Williams lawsuit with specific legislation (CA Education Code Section 1240) designed to identify and correct deficiencies, which may be impediments to student academic success. This legislation stemmed from a lawsuit by the American Civil Liberties Union (ACLU) that the State of California failed to provide poor and underprivileged students with equal educational opportunities. Specific elements in the suit included inadequate school facilities, insufficient educational materials, and a lack of fully credentialed teachers.

Pursuant to the Williams Settlement, the County Superintendent of Schools is required to report to the Board of Supervisors the results of finding related to those elements or conditions of Sonoma County schools. Attached is the report summarizing the June 2013 audit and visitation findings of the first four weeks of the 2013-2014 school year.

Sonoma County Office of Education Superintendent Steve Harrington will be presenting the Report.

The Board is requested to accept the Report.

Prior Board Actions:

The Board received the Williams Act Settlement report on October 16, 2012 for the 2012-2013 school year.

Strategic Plan Alignment Goal 3: Invest in the Future

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Attachment (A): Annual Report
Attachment (B): 2013-2014 Williams Act Spreadsheet

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

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***Annual Reporting of Findings
Pursuant to Williams Lawsuit Settlement
Annual Report for Fiscal Year 2013-14***

Findings of Visits and Reviews:

Instructional Materials:

Visitation of twenty-two schools during August and September 2013, validated the presence of sufficient, current, standards based instructional materials in all eight districts visited. Sonoma County districts are to be commended for their efforts to ensure that students have sufficient materials for use in class and at home.

Facilities Maintenance:

There were no findings at the twenty-two sites that qualified as one of the “eight emergency repair situations that poses an emergency or urgent threat to the health or safety of students or staff” as identified under Williams legislation.

Note: To date, emergency funding is still not available but districts have been encouraged to add their names to the list of districts looking for this funding so that when it does become available they are already in the pool.

School Accountability Report Card/Teacher Qualifications

The SARC for all twenty-two schools will be received and reviewed in March 2014. We found 11 teachers have “misassignments” for the (2012-13) school year. Review of credentials will occur in May 2014.

Valenzuela:

Documentation reviews were not conducted during this audit. The SRCS district has opted to exercise flexibility.

Quality of Education Act (QEIA)

The two sites monitored during the 2013 Williams Visitations have not met the QEIA requirements. The two sites did not meet their API Growth Target.

**Williams Lawsuit Schools 2013-14 Sonoma County
Report to the Sonoma County Board of Education and the County Board of Supervisors**

District	School	Current Decile	Level	Sufficient instructional Materials	In Good Repair No Extreme Deficiencies	Received SARC's	2012-13 Teacher Misassignments	Used instructional Material Funds Appropriately	Unanswered complaints in relation to the Uniform Complaint Procedure	Base	QEIA Met All Targets
Petaluma City Schools	McKinley Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	no
Santa Rosa City Schools	Elsie Allen High	2	High	yes	yes	yes	ROP Public Safety	yes	0	2009	
Santa Rosa City Schools	Piner High	3	High	yes	yes	yes	Math	yes	0	2009	
Santa Rosa City Schools	Brook Hill Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Santa Rosa City Schools	Abraham Lincoln Elementa	2	Elementary	yes	yes	yes	none	yes	0	2009	no
Santa Rosa City Schools	James Monroe Elementary	1	Elementary	yes	yes	yes	none	yes	0	2009	
Santa Rosa City Schools	Steele Lane Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Santa Rosa City Schools	Lawrence Cook Middle	1	Middle	yes	yes	yes	none	yes	0	2009	
Santa Rosa City Schools	Hilliard Comstock Middle	3	Middle	yes	yes	yes	none	yes	0	2009	
Santa Rosa City Schools	Albert F. Biella Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Bellevue Union Elementar	Taylor Mountain Elementar	3	Elementary	yes	yes	yes	none	yes	0	2009	
Bellevue Union Elementar	Bellevue Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Bellevue Union Elementar	Kawana Elementary	2	Elementary	yes	yes	yes	none	yes	0	2009	
Cloverdale Unified	Jefferson Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Sonoma Valley Unified	Altimira Middle	2	Middle	yes	yes	yes	re, AVID, Leaders	yes	0	2009	
Sonoma Valley Unified	Dunbar Elementary	2	Elementary	yes	yes	yes	none	yes	0	2009	
Sonoma Valley Unified	El Verano Elementary	1	Elementary	yes	yes	yes	none	yes	0	2009	
Sonoma Valley Unified	Flowery Elementary	1	Elementary	yes	yes	yes	none	yes	0	2009	
Sonoma Valley Unified	Sassarini Elementary	1	Elementary	yes	yes	yes	none	yes	0	2009	
Cotati-Rohnert Park Unifie	John Reed Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Cotati-Rohnert Park Unifie	Thomas Page Elementary	3	Elementary	yes	yes	yes	none	yes	0	2009	
Healdsburg Unified	Healdsburg Elementary/Fit	3	Elementary	yes	yes	yes	none	yes	0	2009	

Williams Settlement Report State of Sonoma County Schools

Annual Report to the Board of Supervisors

Steven D. Herrington, Ph.D.
Sonoma County Superintendent of Schools

Mickey Porter
Assistant Superintendent, Instructional Services

Sonoma County video

Prepared for California county superintendents' conference, held in October



Williams Lawsuit

- ▣ Filed as a **class action lawsuit** in 2000
- ▣ **Basis of the lawsuit** – Schools must provide all students with equal access to instructional materials, safe facilities, and qualified teachers
- ▣ County Superintendent is required to **visit** the lowest performing schools annually and assess conditions
- ▣ Superintendent must **report** to the Board of Supervisors regarding the state of the schools

Five goals of the Williams visits

1

Determine if students have sufficient **instructional materials** in core subject areas

2

Determine if any **facility condition** poses a threat to the health/safety of students or staff

3

Verify that the school has provided the public with **accurate data** on school operations

4

Monitor and review **teacher assignments**

5

Review quarterly reports on **complaints**

Williams Status, 2013-14

- ▣ **All Sonoma County schools in performance deciles 1-3 met the requirements of the law**

- ▣ **22 schools were visited in seven school districts**
 - Bellevue Union
 - Cloverdale Unified
 - Cotati-Rohnert Park Unified
 - Healdsburg Unified
 - Petaluma City Schools
 - Santa Rosa City Schools
 - Sonoma Valley Unified

Williams Status, 2013-14

- ▣ Our schools are **commended** for their efforts to ensure that students have sufficient materials for use in class and at home
- ▣ There were **no facility conditions** that threatened the health or safety of students or staff
- ▣ School reports provided **accurate data** to the public
- ▣ Incorrect teacher assignments were noted at two schools, with further **review of qualifications** scheduled for March

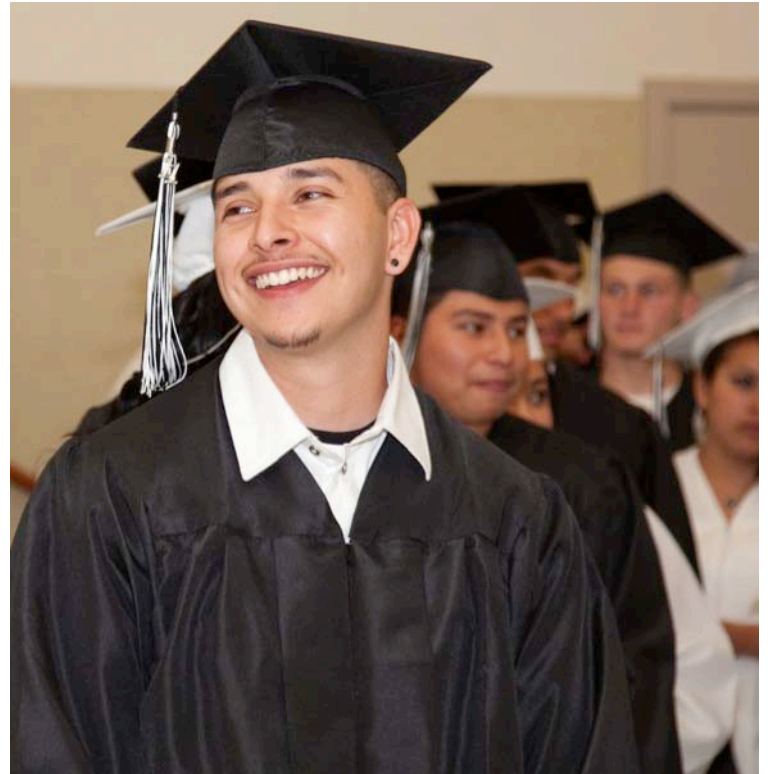


State of the Schools | 2013-14

This is an era of dramatic change for Sonoma County schools

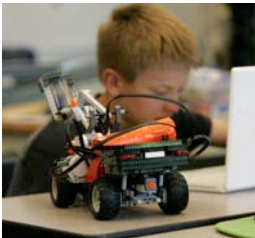
Change: New standards

The Common Core Standards present new ideas about what students should know and be able to do at each grade level in order to **graduate prepared for success**



Key points about the Common Core

- 1 **Aligned across states** and on par with the standards of nations with the highest educational success
- 2 Place more emphasis on deep understanding and **real-world applications**
- 3 Focus on preparing students for success in **both college and career**



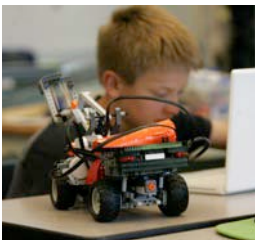
Key points about the Common Core

4

Provide opportunities for students to acquire and perfect **21st century skills** — to think critically, solve problems, communicate, and collaborate

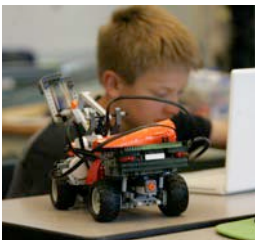
5

Encourage and facilitate the integration of **technology in the classroom** — leveling the playing field by giving all students access to the world of information



Key points about the Common Core

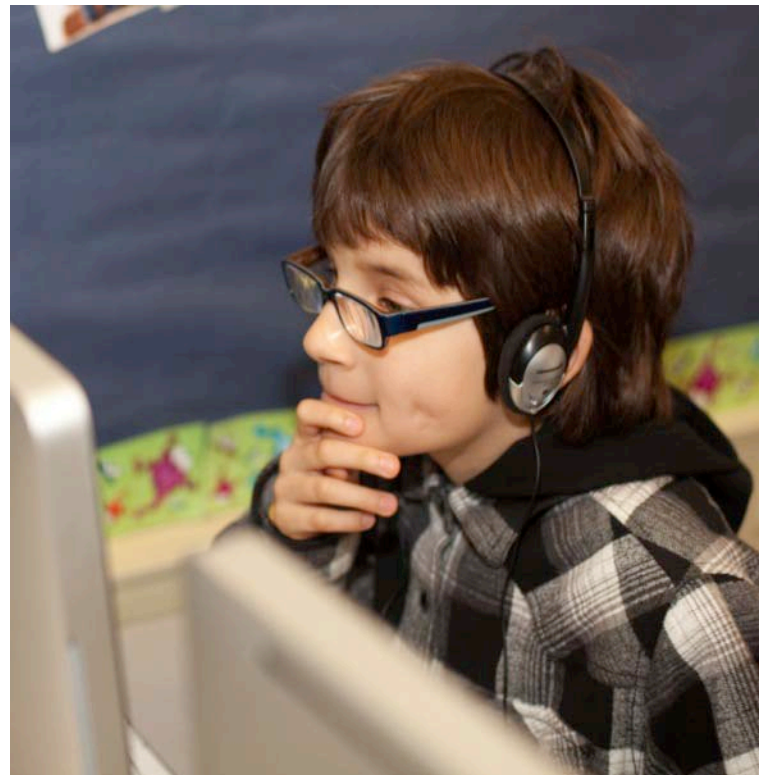
- 6 Emphasize **reading for information** and writing that analyzes, presents a view, or argues a point
- 7 Focus more attention on **mathematical thinking** – reasoning, explaining, and solving real-life problems
- 8 All of these changes require significant shifts in **how and what teachers teach**



Change: New assessment system

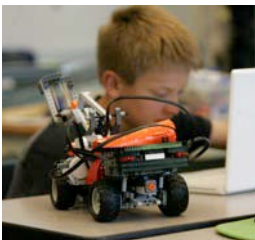
Computerized assessments

designed to gauge students' critical thinking skills will replace the multiple choice STAR testing statewide



Key points about the new assessments

- 1 Schools must acquire the **technical infrastructure** – Internet bandwidth and computer hardware
- 2 **Instruction** must be aligned to the Common Core Standards, which are the basis for the new assessments
- 3 Students must have the **technology skills** to complete computerized testing efficiently



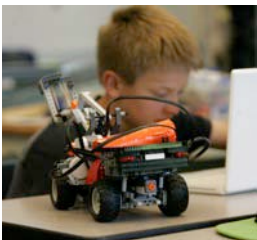
Change: New funding model

Schools are receiving more funding than in recent years, but the way it is distributed is dramatically different – **more local control, with local accountability**



Key points about the new funding model

- 1 Designed to improve **student outcomes**, with local flexibility to meet student needs
- 2 Utilizes a **weighted student formula**, giving more to schools with low-income students and English learners
- 3 Requires **alignment of program and budget plans**, with County Superintendent monitoring





A year of change | A year of growth

Sonoma County schools have an overriding goal to raise student achievement, boost college and career readiness, and meet our county's need for successful graduates who can become contributing members of the community

County of Sonoma
 Agenda Item
 Summary Report



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

AgendaItemNumber **37**
 (This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Community Development Commission (CDC)

Staff Name and Phone Number:
 John D. Haig, Jr. (707) 565-7508

Supervisorial District(s):
 1st and 5th

Title: County Fund for Housing Loans

Recommended Actions:

Award County Fund for Housing loans to the Roseland Crossroads (\$750,000) and Sonoma Springs (\$750,000) affordable housing projects, contingent upon the borrowers' compliance with all applicable requirements of the County Fund for Housing and Sonoma County Community Development Commission Loan Policies, and authorize the Executive Director of the Community Development Commission to execute Funding Agreements, promissory notes, deeds of trusts, and other related loan documents, and subsequent amendments, subordinations, and other modifications to said Agreements and loan documents, consistent with the Policies.

Executive Summary:

The Community Development Commission (CDC) issued a County Fund for Housing (CFH) Notice Of Funding Availability on June 28, 2013, inviting applications for financial assistance to affordable housing rental or home-ownership projects. This was the second time the CDC used the annual competitive funding process that was established in 2012 as a result of increased demand and competition for available funding as the revenue flowing to the CFH from in-lieu, impact, and other fees has declined over the past few years and as available housing funds from other local, state, and federal sources have decreased. CFH funding available for new loans in FY 2013-14 is \$1.5 million, which includes fee revenue and \$250,000 in County Reinvestment and Revitalization funds approved by your Board in June 2013.

The CFH Funding Policies adopted by your Board state that the Community Development Committee (CD Committee) is responsible for reviewing all proposals after CDC staff has assessed compliance with

threshold eligibility criteria and provided an analysis of each proposal in a staff report intended to assist the Committee in their review and recommendation process. The Policies stipulate that the CD Committee will conduct a public hearing to take testimony regarding the proposals and formulate a funding recommendation to your Board that includes a list of projects recommended for funding, the level of funding recommended, and conditions to be satisfied prior to funding, if any. The Policies further state that the CD Committee recommendations, together with all written comments received during the public hearing and supplementary Commission staff comments and recommendations, will be submitted to your Board for consideration. Your Board makes final decisions for CFH awards.

Six proposals were received in response to the CFH Notice of Funding Availability, one of which was incomplete and therefore deemed ineligible for funding. The attached Summary of 2013 CFH Loan Applications details the five remaining proposals, two of which were subsequently withdrawn by the applicant. The remaining three proposals summarized below, requesting a combined total of \$3.9 million, were considered by the CD Committee during a public hearing on October 8, 2013:

1. The Crossroads – Burbank Housing Development Corp requested \$1.5 million to develop 79 multifamily affordable rental units in the unincorporated area of Roseland, including 24 units for extremely low-income households with incomes below 30% of area median income (AMI), 32 units for very low-income households (50% AMI) and 22 units for low-income households (80% AMI) plus 1 unit reserved for the resident manager. The CD Committee recommended \$750,000 for this project.
2. Sonoma Springs Mixed-Use Project – MidPen Housing Corp requested \$1 million to develop 60 units in the unincorporated Sonoma Valley Springs area, including 6 units for extremely low-income households (30% AMI), 53 units restricted to very low-income households (50% AMI) and 1 unit reserved for the resident manager. The CD Committee recommended \$750,000 for this project.
3. Ortiz Plaza – California Human Development and EAH, Inc. requested \$1.4 to develop 30 units of farm worker housing in the unincorporated Larkfield area, including 10 units for extremely low-income households (30% AMI) and 19 units for very low-income households (50% AMI) plus 1 unit reserved for the resident manager. The CD Committee recommended no funding for this project.

The CFH Policies include the following Guiding Principles that set forth the provisions by which projects are to be evaluated:

- 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- and very low-income households;
- 3) Programs and projects that meet special housing needs should be given a high priority; and
- 4) The County should seek to leverage its limited financial resources with other available funding consistent with the policy guidelines and in ways that will help implement the County's policies

and programs.

The CFH Policies also include Funding Priorities, which favor projects that:

- 1) Preserve units at risk of becoming market rate housing, serve families, or serve special needs populations identified in the Housing Element, including elderly, disabled, large families, single-parent households, farm workers, and homeless persons;
- 2) Build at the maximum permitted density;
- 3) Use CalGreen building features; and
- 4) Are ready to proceed to construction and occupancy in a timely manner.

All three proposals meet the CFH evaluative criteria and would provide much needed affordable housing for Sonoma County residents. After consideration of the staff analysis, and comments by the applicants and members of the public, the Committee recommended awards of \$750,000 each to the Crossroads and Sonoma Springs projects, and no funds for Ortiz Plaza. In making its recommendations, the Committee favored the two proposals that offered the greatest number of units, requested the lowest per unit subsidy from CDC, and indicated that they could still proceed if less than the requested amount of CFH funding was provided. Rather than committing virtually all available CFH funding to the Ortiz Plaza project, which indicated that it could not proceed with less than the requested \$1.4 million in CFH funds to develop 30 units, the Committee recommended to split the \$1.5 million evenly between two projects that will develop a total of 139 units. Staff concurs that this is an effective use of the limited FY 2013-14 CFH funding.

The loan funds would be used by the borrowers for land acquisition for the Sonoma Springs project, and for construction costs for Crossroads. In compliance with the CDC Loan Policies, the CFH funds would be provided through 30-year, deferred-payment loans with 3% interest rate, and would be secured by deeds of trust against the properties on which the two projects are being developed. The Sonoma Springs developer would be required to submit an appraisal demonstrating that the loan would be fully secured by the current “as is” value of the property, and the CFH funds would be disbursed through purchase escrow when all required acquisition financing is in place. The Crossroads developer would be required to provide an “after construction” appraisal to demonstrate that the loan would be fully secured by the value of the property upon completion of the units, and the CFH funds would be disbursed after developer submits written commitments for all financing required to complete the project. All assisted units will be restricted at affordable rents for 55 years.

Upon your Board’s approval of the CFH loan awards, CDC staff will work with the borrowers to comply with all applicable requirements of the CFH and CDC Loan Policies prior to executing Funding Agreements and related loan documents.

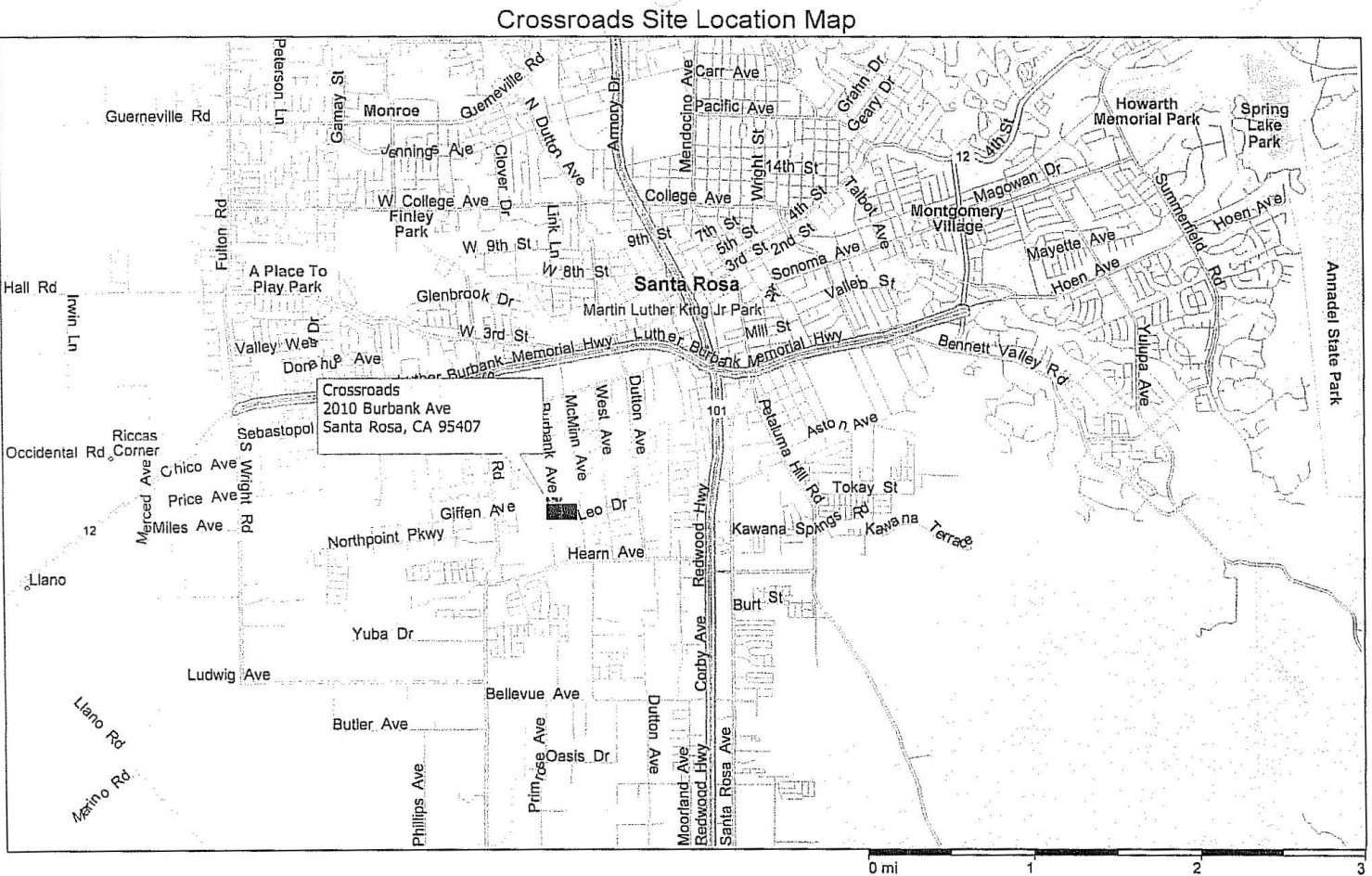
Prior Board Actions:

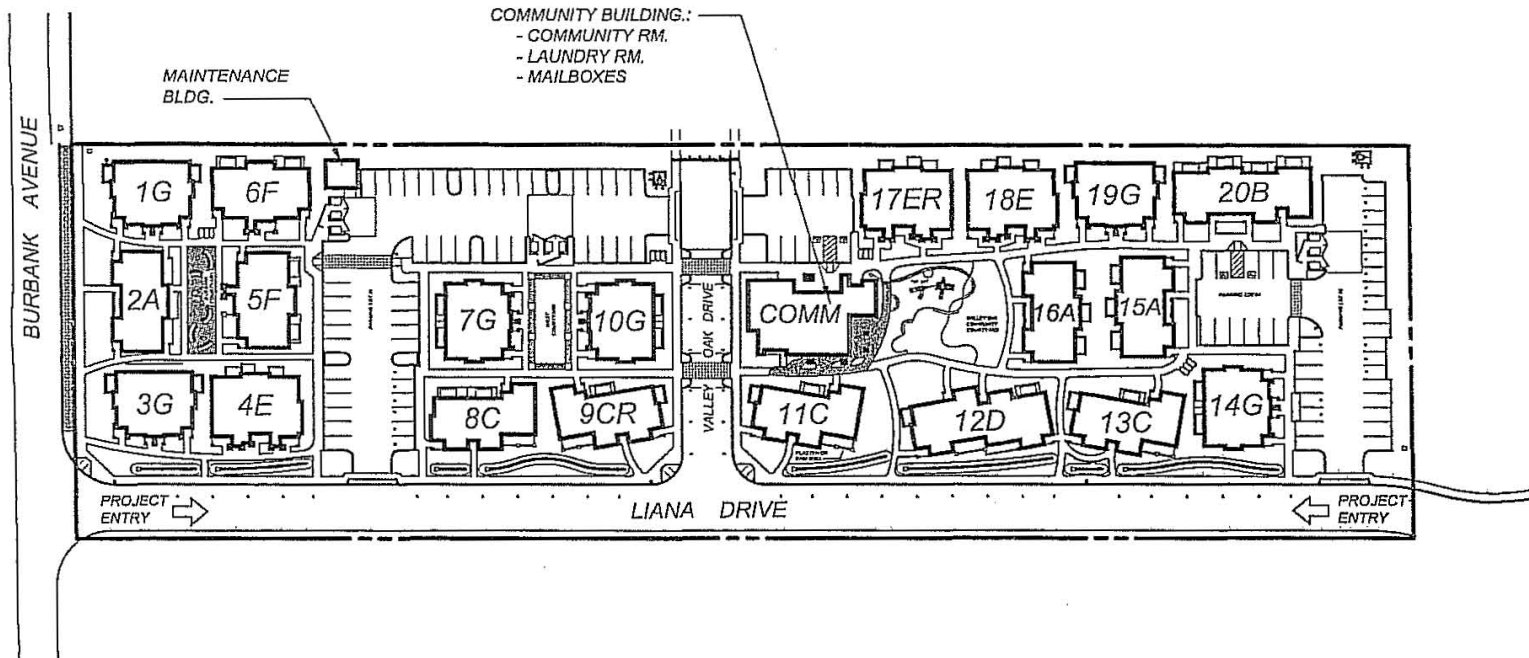
9/10/2013 – Commission approved the revised County Fund for Housing Funding Policies, and the Community Development Commission Loan Policies.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Providing financial assistance for the development and preservation of housing that is available, accessible, and affordable for lower-income households promotes safe, healthy, and secure living environments for these Sonoma County residents, many of whom have special needs or cannot otherwise find or afford market-rate housing.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,500,000		\$ 1,500,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,500,000	Total Sources	\$ 1,500,000
Narrative Explanation of Fiscal Impacts (If Required):			
CFH funds are available to finance the two recommended loans during FY 13-14.			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
1. Summary of 2013 CFH Loan Applications 2. Site Location Map and Site Plans			
Related Items "On File" with the Clerk of the Board:			
1. Staff Report to CD Committee 2. Written Comments			

ATTACHMENT 2 Site Location Maps and Site Plans

Crossroads—Site Location





PROJECT DATA

A.P. #'s: 125-421-01B & 019
 SITE AREA: 4.85 ACRES
 JURISDICTION: COUNTY OF SONOMA
 EXISTING ZONING: RRB6
 PROPOSED ZONING: RRB6-AH (Affordable Housing Overlay)
 SANTA ROSA GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (8-18 UNITS/ACRE)
 PROPOSED DENSITY: 16.3 UNITS/ACRE

UNIT MIX

22 - 1 BEDROOM
 24 - 2 BEDROOM
 33 - 3 BEDROOM
 79 UNITS TOTAL

PARKING PROVIDED

82 ON-SITE STANDARD PARKING
 21 ON-SITE COMPACT PARKING
 33 ON-STREET PARKING
 136 PARKING SPACES TOTAL

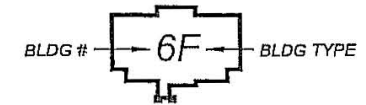
PARKING RATIO: 1.72 SPACES / UNIT

PARKING REQUIRED BY CITY

(MULTI-FAMILY AFFORDABLE HOUSING PROJECT)
 136 PARKING SPACES
 (22 UNITS at 1 per UNIT + 57 UNITS at 2 per UNIT)

UNIT ACCESSIBILITY

A ADAPTABLE FLAT AT GROUND FLOOR
 R ADAPTABLE FLAT WITH ROLL-IN SHOWER
 T TOWNHOUSE WITH ADAPTABLE GROUND FLOOR



CROSSROADS APARTMENTS

A BURBANK HOUSING DEVELOPMENT CORPORATION COMMUNITY
 SANTA ROSA, CALIFORNIA

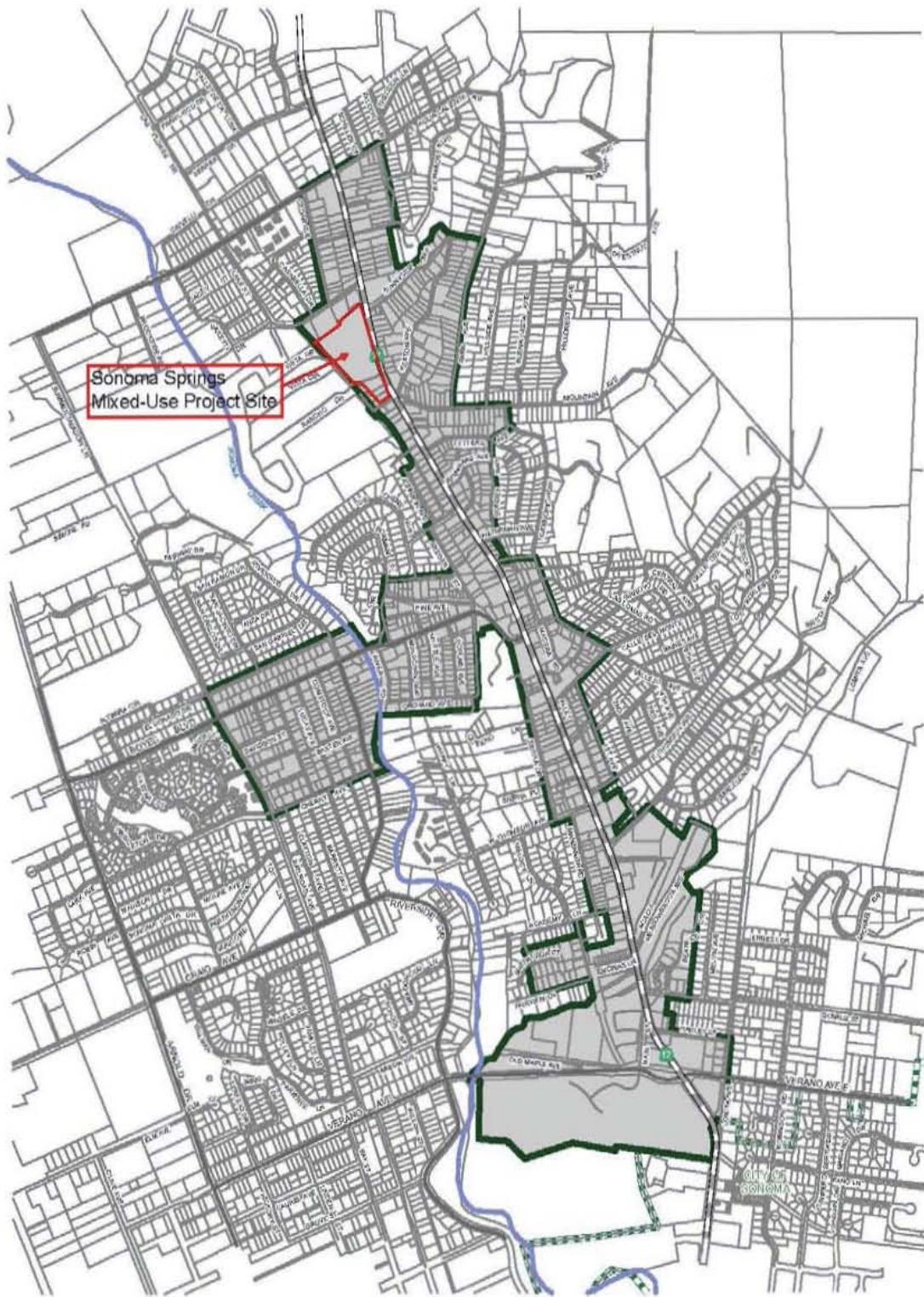
SITE PLAN

SCALE: 1" = 100'-0"
 0' 100' 200'



TIERNEY/FIGUEIREDO
 817 BURRELL AVE., SUITE 111, SANTA ROSA, CA 95401
 (707) 578-1117 (707) 528-1183 FAX (707) 578-1117
 ARCHITECTS AIA

Springs—Site Location



Springs—Site Plan





SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

COUNTY FUND FOR HOUSING (CFH) FY 2013-2014 Funding Recommendations

Presented by John D. Haig, Jr
Capital Programs Manager

Board of Supervisors
November 12, 2013

CFH - Purpose and Funding

- Financial assistance for the development and preservation of affordable housing for lower-income households, promoting safe, healthy, and secure living environments for Sonoma County residents.
- Funding made available in an annual competitive funding process.
- Funded via developer in-lieu, impact, and other fees, and with \$250,000 of County Reinvestment & Revitalization funds in FY 2013-14.

Notice of Funds Availability (NOFA)

- Issued 2nd annual competitive CFH NOFA on June 28, 2013.
- NOFA widely distributed and published announcing \$1,500,000 of available funds.
- Technical Assistance session held on July 24, 2013.
- Application due date August 23, 2013.

Applicants

- Six applications were submitted to the CDC requesting more than \$7 million in CFH loans.
 - One application was deemed ineligible.
 - Two were withdrawn by the applicants.
 - The remaining three applications were presented to the Community Development Committee as projects eligible for funding.

CD Committee Recommendations

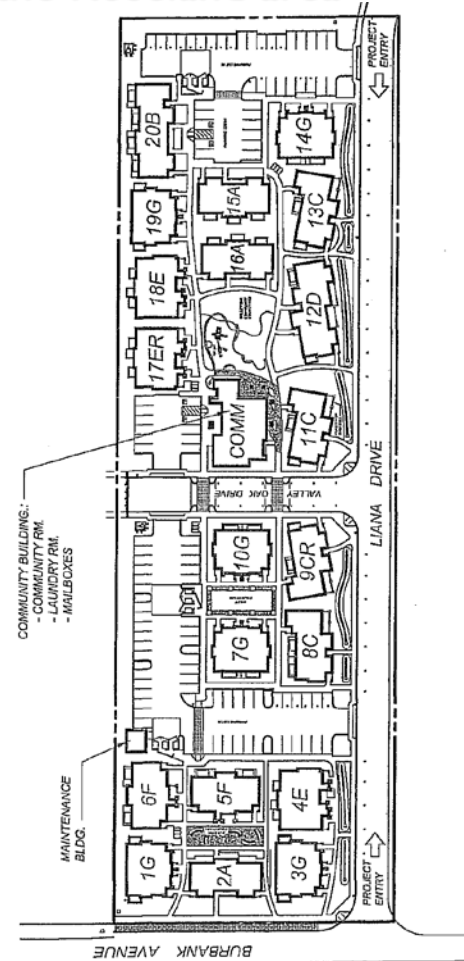
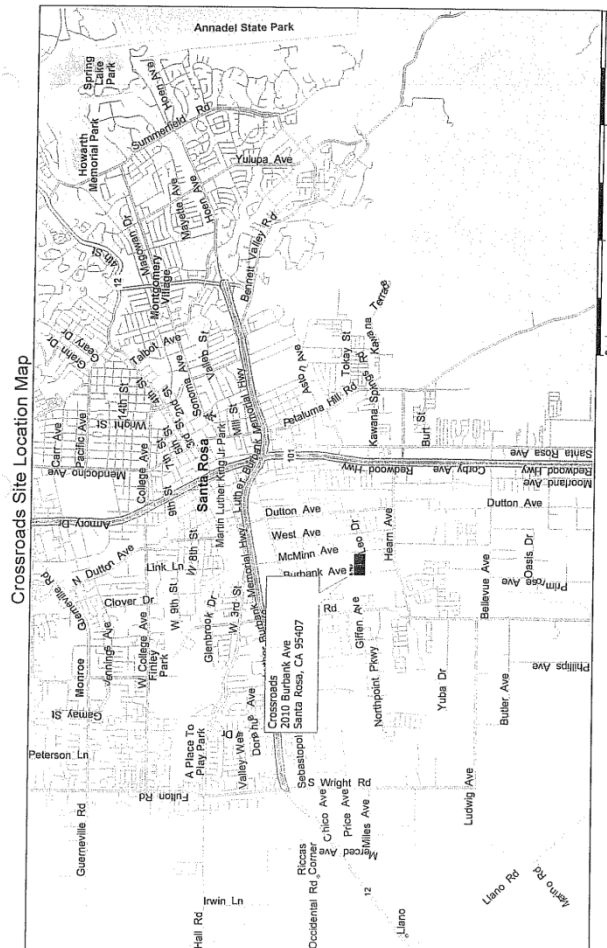
The CD Committee:

- Conducted a public hearing on October 8, 2013.
- Reviewed and analyzed three eligible applications requesting a combined total of \$3,900,000 in CFH funding.
- Recommended the following funding awards;

Crossroads project	\$750,000
Sonoma Springs project	\$750,000
Ortiz Plaza project	\$ 0

Crossroads

Located in Southwest Santa Rosa within the Roseland area



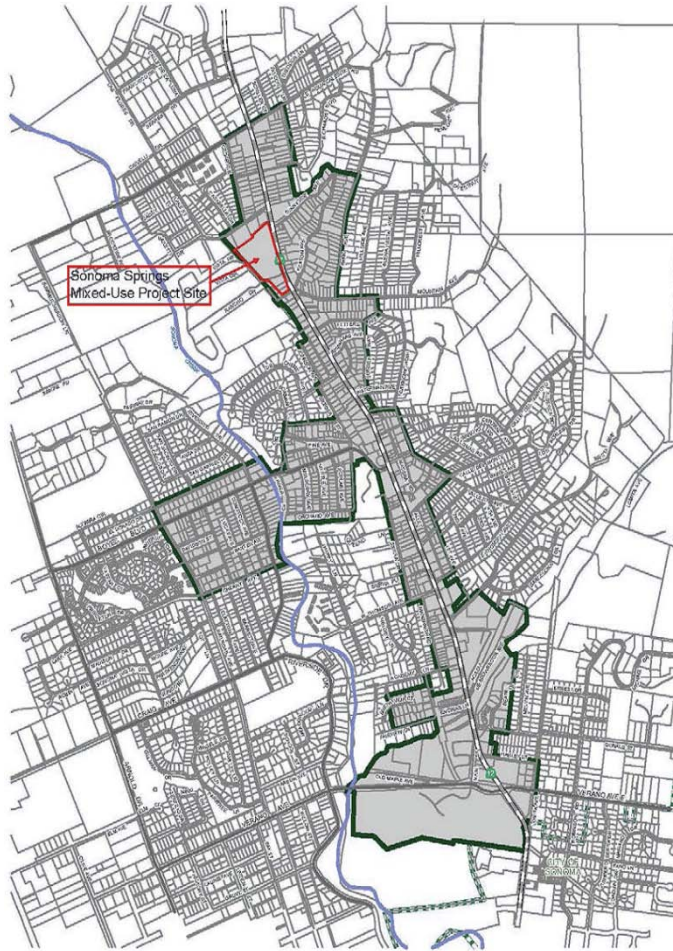
Crossroads

Project Information

- The Crossroads project requested \$1,500,000, and provides 79 multifamily rental units located in the Southwest Santa Rosa/Roseland area, including:
 - 24 assisted/restricted units for extremely low-income households
 - 32 units restricted to very low-income households
 - 22 units restricted for low-income households
 - 1 unit reserved for the resident manager

Springs

Located in Sonoma Valley



Springs

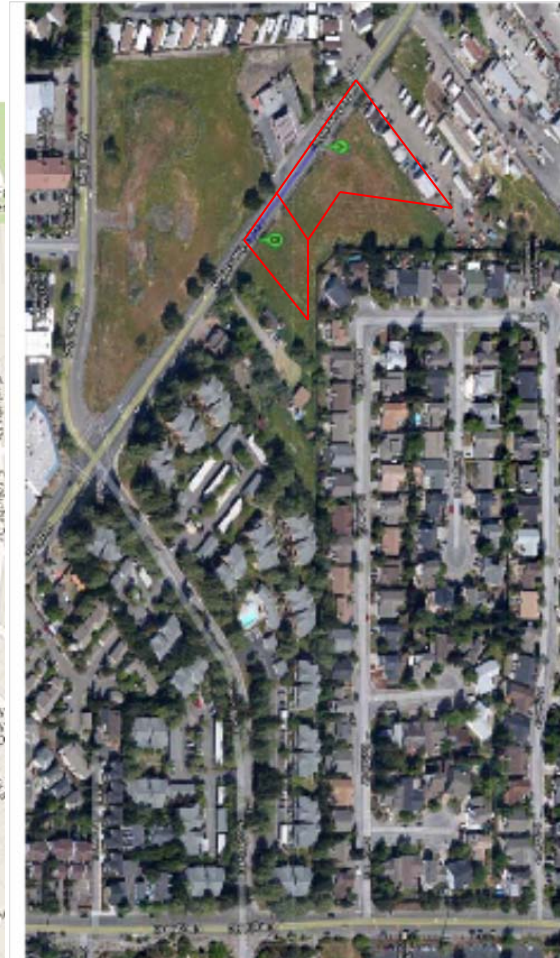
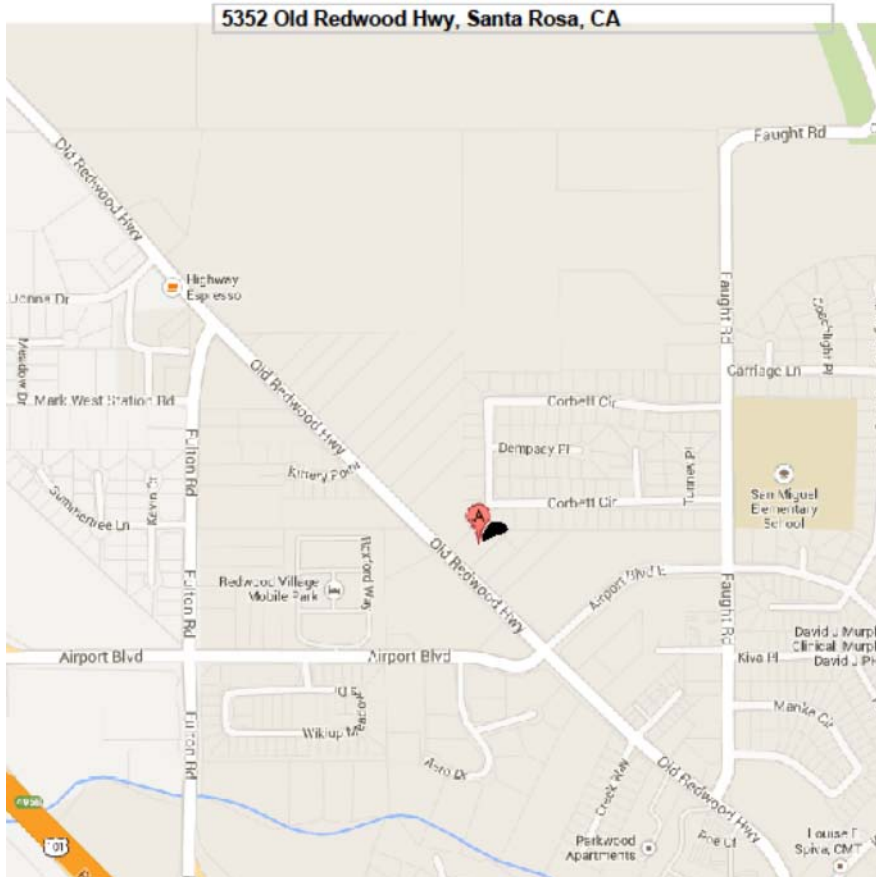
Project Information

- The Sonoma Springs Mixed-Use Project, which requested \$1,000,000, provides 60 units located in the Sonoma Valley area, including:
 - 6 assisted/restricted units for extremely low-income households
 - 53 units restricted to very low-income households
 - 1 unit reserved for the resident manager

The project is located on a site which has been targeted historically for Redevelopment.

Ortiz Plaza

Located in unincorporated Sonoma County just north of Santa Rosa city limits



Ortiz Plaza

Project Information

- The Ortiz Plaza Project, which requested \$1,400,000, provides units 30 multifamily rental for farm worker families located in unincorporated Sonoma County just north of Santa Rosa city limits, including:
 - 10 assisted/restricted units for extremely low-income households
 - 19 units restricted to very low-income households
 - 1 unit reserved for the resident manager

CD Committee Recommendations

- The Committee favored the two proposals that:
 - Provide greatest number of units;
 - Request lowest per unit subsidy from CDC; and
 - Indicate that the project can still proceed if less than the requested amount of CFH funding is awarded.
- Committee recommended to split the \$1.5 million evenly between two projects that will develop a total of 139 units.
- Staff concurs that this is an effective use of the limited FY 2013-14 CFH funding.

Terms and Conditions

- CFH funds would be used for land acquisition for the Sonoma Springs project, and for construction costs for the Crossroads.
- CFH loans to be provided through 30-year, deferred-payment loans with 3% interest rate, secured by deeds of trust against the properties being developed.
 - Sonoma Springs acquisition loan to be fully secured by the current “as is” value of the property. CFH funds to be disbursed through purchase escrow when all required acquisition financing is in place.
 - Crossroads construction loan to be fully secured by the “after construction” value of the property. CFH funds to be disbursed upon receipt of written commitments for all financing required to complete the project.
- All assisted units will be restricted at affordable rents for 55 years.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 38

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

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

To: Board of Directors, Sonoma County Water Agency and All County Sanitation Districts

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency and All County Sanitation Districts

Staff Name and Phone Number:

Vic Swift / 547-1975

Supervisory District(s):

All Districts

Title: Sanitation Codes 2013 Update

Recommended Actions:

1. Adopt a resolution introducing proposed Sanitation Ordinance amendments and waiving of reading.
2. Public Hearing regarding proposed updating amendments to the Sanitation Ordinances of the Sonoma County Water Agency and all County Sanitation Districts.

Executive Summary:

The last overall update to the Sanitation Ordinances was in March of 2009, followed by a minor update in February of 2011 to update the Delegation of Authority to the Sonoma County Water Agency (Water Agency) General Manager and Chief Engineer as a result of the Water Agency General Manager/Chief Engineer position being divided into two separate positions. Since the 2009 updates, there have been regulatory changes requiring new programs, new technologies, and new and more efficient methods of coordinating with the public and providing services. It has been determined by Water Agency staff and County Counsel that the Sanitation Ordinances need various amendment updates to address these issues. If these amendments are not approved, the various clarifications and updates will not be made to the Sanitation Ordinances.

This November 12, 2013, concurrent Boards meeting will be the first reading of the proposed amendments to the Sanitation Codes. The second reading and time of adoption of the proposed amendments to the Sanitation Codes by the concurrent Boards will be on December 3, 2013.

In particular, the modifications will do the following:

For the Water Agency and its associated Sanitation Zones (Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch), and County Sanitation Districts (Occidental, Russian River, Sonoma Valley, and South Park):

1. Table of Contents are modified to change Page Numbers.

2. Section 1.02 "Rules and Regulations" is modified to correct grammar.
3. Section 1.06 "Relief of Variance Application" is modified to require that variance request applications be addressed to the Water Agency General Manager instead of to the Board; the General Manager is authorized to deny variance requests, and such denials are subject to appeal by the requestor to the Board; variance requests which the General Manager does not object to must still be brought to the Board for approval.
4. Section 2.01 "Definitions" is modified to provide clarification of various terms and applications of terms, to delete terms that no longer pertain, to correct typographical errors, and to add new terms, definitions, and applications.
5. Section 3.06 "Sewer Required" is modified to clarify that pretreatment systems may be constructed between the building and the connection to a public sewer main.
6. Section 3.09 "Each Unit to Have a Sewer Lateral" is modified to clarify terms and application for residential condominiums, auxiliary structures, and second dwelling units to be allowed to connect to a single sewer lateral.
7. Section 3.25 "Sewer Service For A Single Structure" is modified to allow General Manager, or General Manager's delegated staff, to allow side sewers to cross over an adjoining parcel under certain conditions and a written finding documenting the physical constraints, technical feasibility issues, and or safety concerns, and provided that a permanent property interest is obtained for the side sewer from the adjoining parcel owner.
8. Section 3.26 "Sewer Service for Two or More Structures" is modified to refer to exceptions that are applicable and which are specified in other sections of the Sanitation Code.
9. Section 3.31 "Agreements with Other Agencies for Sanitation Service" is modified to allow contracting with a person or other entity in addition to other districts, cities, or governmental agencies, and clarify wording regarding the requirement that sufficient capacity be available.
10. Section 4.20 "Approval Requirement – Closed Circuit Television" is modified to expand applicability to side sewers as well as sewer mains, delete reference to preparation method and repair requirements and instead refer to the Water Agency's Design Standards requirements.
11. Section 6.05 "Prohibited Substances or Characteristics," Item "M" is modified to specify the types of grease waste which are prohibited and to include trap waste as prohibited from being hauled to a facility.
12. Section 6.15 "Responsibility of Users" is modified to update terms and to expand what may be required to be installed.
13. Section 6.16 "User Classifications (Categories)," Items "3." and "4." are modified to update terms, and to add clarification of application.
14. Section 6.18 "Acceptance of Wastewater from Cleanup Projects" is modified to change a delegation of authority for submittal of information from the General Manager to the Water Agency's/District's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether to issue a temporary discharge permit.
15. Section 6.27 "Wastewater Discharge Permit Fees" Item "D. Permit Monitoring and Inspection Fee" is modified to clarify application.
16. Section 6.32 "Periodic Compliance Reports" is modified to shorten the period for submittal of laboratory and other reports from 45 to 15 days.
17. Section 9.01 "Permissible Waste Hauler Discharges" is modified to allow trucked-in waste meeting the requirements of the Water Agency's/District's treatment plants from anywhere within Sonoma County to be discharged at any of the Water Agency's/District's treatment plants pursuant to the Water Agency's/District's waste hauler program.
18. Section 9.02 "Waste Hauler Discharge Permit:" Section 9.02.A "Permit Term" is modified to

change the authority to issue waste hauler discharge permits from staff to the General Manager or the General Manager's delegated staff, increase the period of initially issued waste hauler permits and renewal of such permits from 1 to 2 years, and to specify a 90-day period to apply for a renewal; Section 9.02.B "Permit Conditions" is modified to change the authority prescribed requirements to ensure carrying out of the purpose and policies of the waste hauler ordinance from staff to the General Manager or the General Manager's delegated staff; Section 9.02.C "Denial, Revocation, or Suspension of Permit" is modified to change the section title to "Modification, Denial, Revocation, or Suspension of Permit" to specify that the terms of the permit are subject to modification during the term of the permit, to add conditions under which a waste hauler permit may be denied, revoked, or suspended to include violation of federal or state permit requirements or unavailability, and including when the waste receiving station is unavailable or out of service, or incompatibility of the waste material.

19. Section 9.03 "Security Cash Deposit" is modified to clarify procedure for return of the security deposit.
20. Section 9.06 "Regulation of Procedures" is modified to add designation of discharge location as a subject of waste hauler program procedure.
21. Section 9.08 "Sonoma County Limitation" is modified to enlarge the limitation area for hauling wastewater from the District or Zone Boundary to all of Sonoma County.
22. Section 10.01 "Grease Traps and Oil and Sand Interceptors" is modified to clarify the minimum size of grease traps, provide authority to the General Manager to delegate certain approvals to staff, and to add reference to enzymes or additives as prohibited agents used to dissolve grease or oil.

Additional Amendments For Only The Sonoma Valley County Sanitation District:

1. Table of Contents is modified to add new Article XI "MERCURY REDUCTION PROGRAM".
2. Section 1.02 "Rules and Regulations" is modified to include that the Ordinance shall apply retroactively with respect to sewer use as set forth in Article XI "Mercury Reduction Program."
3. Section 2.01 "Definitions" is modified to correct typographical errors, to provide clarification in various terms and applications of terms, and to add new definitions and applications related to the new "Mercury Reduction Program."
4. Article XI "Mercury Reduction Program" is added to provide a program for addressing mercury waste from dental offices which currently is passed on through the discharge from the Sonoma Valley County Sanitation District's wastewater treatment plant into the environment.

Additional Amendments For Only The South Park County Sanitation District:

1. Section 1.02 "Rules and Regulations" is modified to allow the Board of Directors or the General Manager to accept compliance with the City of Santa Rosa's requirements for new and existing sewer service wastewater contributors to the South Park County Sanitation District's collection systems, upon a finding that the City's requirements, together with any additional conditions if determined by the Board of Directors or the General Manager to be necessary, are adequate to protect public health and the environment within the District.

Additional Amendments For Only the Water Agency and Its Associated Sanitation Zones, Occidental County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District:

2. Section 3.04 "Unlawful Disposal" currently does not allow on-site treatment and disposal of sewage within the Boundaries of Sanitation Zones and Districts, even if the nearest public sewer

main is greater than 300 feet away and inaccessible due to existing physical constraints. Modifications will: a) continue to not allow existing Onsite Wastewater Treatment Systems (Systems) not conforming to County requirements to be constructed or maintained; (b) allow existing Systems that meet County requirements to be maintained and repaired, and to be replaced without increasing capacity in conformance with County requirements; (c) allow new Systems greater than 300 feet from the nearest public sewer main, and which do not increase capacity, to be constructed and maintained in compliance with current County requirements upon a written finding by the General Manager, or the General Manager's delegated staff, documenting either economic hardship, technical infeasibility, or both, and the signing and recording, at the applicant's expense, an agreement stating that the existing System will be demolished and the structure(s) will be connected to public sewer when the new public sewer is within 300 feet of the structure(s) being served. Graywater systems, and other Alternate Water Source systems, are not subject to this Section 3.04.

Prior Board Actions:

02/23/2010: Adopt a resolution splitting the delegation of authority between the Water Agency General Manager and the Water Agency Chief Engineer.
 03/03/2009: Adopt a resolution accepting an update of the Sanitation Ordinances.

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

The subject action meets Goal 1 by continuing to allow the County Sanitation Districts and Sanitation Zones to meet or exceed environmental regulations and public health standards and by providing more efficient methods of serving the public.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards. The subject action meets the Water Agency Sanitation Goal 1, meet or exceed environmental regulations and public health standards, by providing more efficient methods to serve the public.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
None.			
Attachments:			
1) Resolution (R1); (2) Underline/Strikeout Version of Proposed Amendments to the Sanitation Ordinances (A1); 3) Amended Sanitation Ordinance (A2).			
Related Items “On File” with the Clerk of the Board:			
None.			

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CF/70-700-30 Ordinances (ID 1791)



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Boards Of Directors Of The Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and the South Park County Sanitation District, State Of California, Introducing, Reading the Title of and Waiving Further Reading of an Ordinance Amending the Sanitation Ordinances of the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and the South Park County Sanitation District. (Majority Vote Required) (Sonoma Valley County Sanitation District 2/3 Vote Required)

Whereas, a proposed ordinance has been introduced and the title has been read.

Now, therefore, be it resolved that further reading of the ordinance is waived

PASSED AND ADOPTED this 12th of November, 2013, by the following vote of the Board of Directors:

Directors:

Gorin: Zane: McGuire: Carrillo: Rabbitt:
Ayes: Noes: Absent: Abstain:

So Ordered.

Sonoma Valley Directors:

Brown: Gorin: Rabbitt:
Ayes: Noes: Absent: Abstain:

So Ordered.

[San Code Amendments – Underline and ~~Strikeout~~ Version]

SONOMA COUNTY WATER AGENCY ORDINANCE NO. ____
OCCIDENTAL COUNTY SANITATION DISTRICT ORDINANCE NO. ____
RUSSIAN RIVER COUNTY SANITATION DISTRICT ORDINANCE NO. ____
SONOMA VALLEY COUNTY SANITATION DISTRICT ORDINANCE NO. ____
SOUTH PARK COUNTY SANITATION DISTRICT ORDINANCE NO. ____

AMENDMENTS TO THE SANITATION CODE ORDINANCES OF THE SONOMA COUNTY WATER AGENCY, OCCIDENTAL COUNTY SANITATION DISTRICT, RUSSIAN RIVER COUNTY SANITATION DISTRICT, SONOMA VALLEY COUNTY SANITATION DISTRICT, AND SOUTH PARK COUNTY SANITATION DISTRICT, TO (1) CLARIFY TERMS, APPLICATION OF TERMS, AND RESPONSIBILITIES OF THE GENERAL MANAGER, AND MODIFIES VARIANCE APPLICATION PROCEDURES; (2) ADD, MODIFY, AND DELETE CERTAIN DEFINITIONS, AND CORRECT TYPOGRAPHICAL ERRORS AND PUNCTUATION; (3) CLARIFY REQUIREMENTS AND APPLICATION OF THE ORDINANCES TO ONSITE WASTEWATER TREATMENT SYSTEMS; (4) ADD AND/OR MODIFY PROCEDURES FOR COMPLYING WITH SPECIFIED REQUIREMENTS; (5) ALLOW THE AGENCY AND DISTRICTS TO CONTRACT WITH NON-GOVERNMENTAL ENTITIES FOR WASTEWATER AND INDUSTRIAL WASTE MANAGEMENT AND DISPOSAL SERVICES; (6) CLARIFY TYPES OF WASTES THAT ARE PROHIBITED FROM BEING TRANSPORTED TO AGENCY/DISTRICT FACILITIES; (7) REVISE INFORMATION REQUIRED ON FORMS AND AUTHORIZE REQUIREMENT OF ADDITIONAL PLUMBING; (8) CHANGE DESIGNATION OF AUTHORIZED PERSONNEL; (9) CHANGE REQUIREMENTS AND PROCEDURES REGARDING COMPLIANCE SAMPLING, ANALYSIS AND REPORTING; (10) CHANGE PERMIT TERM, AND PERMIT PROVISIONS REGARDING MODIFICATION, DENIAL, REVOCATION OR SUSPENSION OF PERMITS; (11) CHANGE WASTE HAULER REQUIREMENTS AND CHANGE AREA FROM WHICH WASTE MAY BE HAULED TO INCLUDE ALL OF SONOMA COUNTY; (12) CHANGE REQUIREMENT FOR SIZING OF GREASE TRAPS AND PROVIDE SPECIFIED PROHIBITIONS; (13) ADD NEW SECTION “ARTICLE XI – MERCURY REDUCTION PROGRAM” TO ONLY THE SONOMA VALLEY COUNTY SANITATION DISTRICT SANITATION CODE; AND (14) MODIFY ARTICLE I, SECTION 1.02 “RULES AND REGULATIONS” OF ONLY THE SOUTH PARK COUNTY SANITATION DISTRICT SANITATION CODE TO ALLOW USE OF CITY OF SANTA ROSA SANITATION STANDARDS.

The Boards of Directors of the Sonoma County Water Agency (Agency) and the County Sanitation Districts (Districts), County of Sonoma, do ordain as follows:

SECTION I

The Sonoma County Water Agency Sanitation Code Ordinance is amended to read:

A. Section I – Table of Contents is amended to read:

TABLE OF CONTENTS

ARTICLE I	GENERAL PROVISIONS.....I.....	1
ARTICLE II	DEFINITIONS.....	45
ARTICLE III	GENERAL CONDITIONS FOR SEWER SERVICE.....	4719
ARTICLE IV	TERMS AND CONDITIONS FOR CONSTRUCTION OF SANITATION FACILITIES.....	2528
ARTICLE V	FEES AND CHARGES FOR SEWER SERVICE.....	3033
ARTICLE VI	SOURCE CONTROL PROGRAM.....	3235
ARTICLE VII	ENFORCEMENT.....	5862
ARTICLE VIII	HEARINGS AND APPEALS.....	6670
ARTICLE IX	WASTE HAULER PROGRAM.....	6771
ARTICLE X	GREASE, OIL, AND SAND INTERCEPTOR PROGRAM.....	7475

B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the Agency’s collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the Agency, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the Agency.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION 1.06 – RELIEF ON VARIANCE APPLICATION: When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the ~~Board~~ General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager~~Board~~ shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and at its next regular meeting giving give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen (14) days after receipt of the General Manager's written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall ~~be established by separate ordinance and shall not exceed the administrative costs for processing the variance application and shall be calculated by the Agency and paid for by the applicant prior to the date of the Board hearing.~~ Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

C. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, or added to read:

SECTION 2.01 – DEFINITIONS:

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public

road/street right-of-way line, sewer easement right-of-way line, or to a private sewage disposal onsite wastewater treatment system.

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private disposal onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Environmental Compliance Inspector shall mean any person, designated by the General Manager, who conducts inspections and investigations of commercial and industrial facilities to ensure protection of the environment and compliance with Agency, local, state, and federal regulations.

~~Industrial Waste Inspector~~ shall mean any person, designated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Source Reduction - See ~~Waste Minimization~~ Pollution Prevention

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

~~Waste Minimization (Pollution Prevention)~~ shall mean any action which causes a net reduction in the generation of hazardous and non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

SECTION 2.03 – ABBREVIATIONS:

OWTS Onsite Wastewater Treatment System(s)

D. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.04 – UNLAWFUL DISPOSAL: ~~Except as herein provided, it shall be unlawful to construct or maintain within the Agency boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System facility intended or used for the disposal of sewage that is not in compliance with current County requirements for on-site wastewater treatment systems.~~

Existing on-site wastewater treatment systems within the Agency boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the Agency boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the Agency stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the Agency Standards, and

5. The General Manger, or the General Manager's designated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

SECTION 3.06 - SEWER REQUIRED: The owner of any building situated within the Agency boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the Agency is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the Agency in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL: No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
 1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
 2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comingle prior to the designated sampling point.
 3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
 4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.
 5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the Agency from information provided by the owner's

request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.

6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, Aan acknowledgement document, prepared by the Agency from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.

7. A single structure consisting of multiple–parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the Agency, served under an agreement between the Agency and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate Agency-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the Agency restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the Agency, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the Agency for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.

- B. If two legal living units in separate structures on a single parcel are in ~~one~~ single ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such

parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE: Where a single structure is to be served, the side sewer lateral must proceed from the Agency main along such a course so as to avoid ~~any likelihood that it will traverse~~ traversing a parcel of separate ownership ~~in the event of a future resubdivision or sale of land lying between such structure and the Agency main, unless the General Manager, or the General Manager's designated staff, makes a written finding that traversing such parcel is necessary due to physical restrictions, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.~~

SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES: Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the Agency main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE: The Agency may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, ~~or~~ governmental agency, person, or other entity, for the handling, treatment, or disposal by the Agency of wastewater or industrial waste when, in the judgment of the Agency Board, it is in the best interest of the Agency to do so, upon such terms and conditions as may be agreed upon, provided that the Agency facility to be utilized has the capacity for handling, treatment or disposal of such waste, necessary to ensure and that such the contracting user pays, as required by Agency, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

E. Specified sections of Article IV – Terms And Conditions For Construction of Sanitation Facilities are amended to read:

SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION: Prior to the Agency's ~~accepting~~ acceptance of construction work as being completed, pursuant to this Ordinance, the Agency ~~may require the permittee to~~ shall prepare a closed circuit television ~~video tape~~ inspection of all mains, lateral, and building sewers for which permit(s) were issued, and shall provide a copy of the video tape to the Agency for review and approval of completed work, all in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities. ~~All pipelines shall have been baled, flushed, and stationed with a tag line pulled through each section of pipeline and secured at each manhole or other~~

~~appurtenance prior to video taping. Permittee shall provide a copy of the video tape to the Agency for review and approval of completed work. Should the television video indicate that any or all work is not in accordance with Agency construction standards, conditions, or requirements, work shall be repaired or replaced by permittee, at no cost to the Agency.~~

F. Specified sections of Article VI – Source Control Program are amended to read:

SECTION 6.05 – PROHIBITED SUBSTANCES OR CHARACTERISTICS: A user shall not discharge, or cause to be discharged, directly or indirectly to an Agency facility any of the following:

M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the Agency and unless such sludge or waste is transported to the Agency by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease interceptor waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any Agency facility.

SECTION 6.15 – RESPONSIBILITY OF USERS: It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the Agency and/or the failure of the Agency to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the Agency of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete ~~an Industrial Wastewater Discharge Survey~~ a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the Agency may require the industrial user to apply for an Industrial Wastewater Discharge Permit, ~~and/or~~ install pretreatment equipment (monitoring manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the Agency's sanitary sewer system, or who propose to connect or contribute to the Agency's sanitary sewer system, must obtain a wastewater discharge permit. The Agency may waive the wastewater discharge permit requirement for industrial users contributing only domestic

wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the Agency to have an insignificant impact on the Agency's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the Agency's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control.

SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):

3. Special Discharge/Groundwater Cleanup—Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with ~~cleanup~~ remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the Agency's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the Agency pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the Agency's facilities. Wastewater discharged to the Agency's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the Agency's requirements and have been approved by the Agency's ~~Industrial Waste Inspector~~ Environmental Compliance Inspector or Water Agency Coordinator- Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the Agency Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM CLEANUP REMEDIATION PROJECTS:

Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the Agency's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the Agency. The Agency will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and Agency's facilities will not be significantly ~~effected~~ affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the ~~General Manager~~ Agency's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the Agency to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:

D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the Agency's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee ~~will~~ may be billed directly to the permittee in advance ~~on an annual basis~~ and is payable within fifteen (15) days from the date of invoice.

SECTION 6.32 - PERIODIC COMPLIANCE REPORTS: Categorical Users and Significant Industrial Users shall submit a report to the Agency twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports ~~should~~ shall be submitted within ~~forty-five (45) days of collection of the wastewater samples~~ fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the Agency to be necessary to ~~insure~~ ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the Agency within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within ~~forty-five (45)~~ fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The Agency may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The Agency may impose mass limitations on users where the imposition of mass limitations is appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

G. Specified sections of Article IX – Waste Hauler Program are amended to read:

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES: The Board finds that it is in the best interest of the citizens ~~of the unincorporated areas of Sonoma County in general, generally~~ and in the best interests of the health and sanitation of the constituents of the Agency, that the Agency receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and further, to prohibit all such waste ~~as are~~ is prohibited within Article 6 of this Ordinance, when such waste is trucked to the Agency and discharged pursuant to the Agency's waste hauler program.

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:

- A. Permit Term: ~~The General Manager or the General Manager's delegated staff~~ shall have the authority to issue waste hauler discharge permits for a period of ~~one (1) two~~ (2) years, with such permits being renewable on further application from the permittee for additional ~~one (1) two~~ (2) year periods upon favorable review by ~~Agency the~~ General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.
- B. Permit Conditions: ~~Agency~~ The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:

1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
 2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.
 3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at Agency facilities.
 4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the Agency against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the Agency).
 5. The furnishing of a cash deposit or other security acceptable to the Agency in an amount set by the Board.
- C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the Agency include, but are not limited to, the following:
1. Acceptance of the hauled waste would cause or threaten to cause the Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulations.
 2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
 - ~~4.3.~~ Substantial enforcement action taken by the Agency or another agency related to public health, waste hauling, and/or hazardous waste handling.
 - ~~2.4.~~ Failure of the waste hauler to comply with Federal, State, or Agency regulations and laws or permit conditions.
 - ~~3.5.~~ Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the Agency.
 - ~~4.6.~~ Disposal of waste in an unlawful manner, whether within or outside the Agency.

- ~~5.7.~~ Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
- ~~6.8.~~ Knowingly or negligently providing false information on any application, permit, or manifest form.
- ~~7.9.~~ Disposing of any waste load to Agency facilities which originated outside the County.
- ~~8.10.~~ Failure of the waste hauler to pay any fees, charges, or penalties assessed by the Agency.
- ~~9.11.~~ Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
- ~~10.12.~~ Failure to deposit or maintain the required cash deposit.

SECTION 9.03 - SECURITY--CASH DEPOSIT: The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the Agency, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the Agency based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the Agency. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by Agency to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

SECTION 9.06 - REGULATION OF PROCEDURES: The Agency shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for

waste which are not accepted at an Agency facility due to being rejected on the basis of a sampling analysis of its constituents.

SECTION 9.08 - SONOMA COUNTY LIMITATION: The Agency Board finds that it is not in the best interest of the Agency to accept trucked waste from locations which are not within ~~the Agency boundaries~~ Sonoma County. Therefore, the Board finds that the Agency shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by ~~Agency~~ the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within ~~Agency boundaries, including any area served by contract~~ Sonoma County.

H. Specified sections of Article X – Grease, Oil, And Sand Interceptor Program are amended to read:

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS: All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the Agency, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the Agency sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement for grease traps shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure, as specified by the Agency, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste

disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the Agency so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

SECTION II

The Occidental County Sanitation District Sanitation Code Ordinance, the Russian River County Sanitation District Sanitation Code Ordinance, the Sonoma Valley County Sanitation District Sanitation Code Ordinance, and the South Park County Sanitation District Sanitation Code Ordinance shall be amended to read as follow:

A. Section 1 - Table of Contents are amended to read:

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B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District’s collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION 1.06 – RELIEF ON VARIANCE APPLICATION: When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the ~~Board~~ General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager Board shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and at its next regular meeting giving give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen (14) days after receipt of the General Manager’s written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant’s arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall ~~be established by separate ordinance and shall not~~

exceed the administrative costs for processing the variance application and shall be calculated by the District and paid for by the applicant prior to the date to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

C. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, and added to read:

SECTION 2.01 – DEFINITIONS:

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private ~~sewage disposal~~ onsite wastewater treatment system.

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private ~~disposal~~ onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Environmental Compliance Inspector shall mean any person, designated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.

~~Industrial Waste Inspector shall mean any person, designated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.~~

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Source Reduction - See ~~Waste Minimization~~ Pollution Prevention

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

~~Waste Minimization (Pollution Prevention)~~ shall mean any action which causes a net reduction in the generation of hazardous and non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

D. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.06 - SEWER REQUIRED: The owner of any building situated within the District boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the District is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the District, in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL: No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
 2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comingle prior to the designated sampling point.
 3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
 4. A residential condominium or similar complex of living units served under a contract between the District and a responsible owners' association for the complex.

5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the District from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, A-an acknowledgement document, prepared by the District from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the District, served under an agreement between the District and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate District-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the District restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the District, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the District for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.

- B. If two legal living units in separate structures on a single parcel are in ~~one~~ single ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE: Where a single structure is to be served, the side sewer lateral must proceed from the District main along such a course so as to avoid ~~any likelihood that it will traverse~~ traversing a parcel of separate ownership ~~in the event of a future resubdivision or sale of land lying between~~ such structure and the District main, unless the General Manager, or the General Manager's designated staff, makes a written finding that traversing such parcel is necessary due to physical restriction, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES: Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the District main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE: The District may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, ~~or~~ governmental agency, person, or other entities, for the handling, treatment, or disposal by the District of wastewater or industrial waste when, in the judgment of the District Board, it is in the best interest of the District to do so, upon such terms and conditions as may be agreed upon, provided that the District facility to be utilized has the capacity for handling, treatment or disposal of such waste, and necessary to ensure that such the contracting user pays, as required by District, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

E. Specified sections of Article IV – Terms And Conditions For Construction of Sanitation Facilities are amended to read:

SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION: Prior to the District's ~~accepting~~ acceptance of construction work as being completed, pursuant to this Ordinance, the ~~District may require the permittee to~~ shall prepare a closed circuit television ~~video tape~~ inspection of all mains, lateral, and building sewers for which permit(s) were issued in accordance with the most current revision of the

Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities. ~~All pipelines shall have been baled, flushed, and stationed with a tag line pulled through each section of pipeline and secured at each manhole or other appurtenance prior to video taping. Permittee shall provide a copy of the video tape to the District for review and approval of completed work. Should the television video indicate that any or all work is not in accordance with District construction standards, conditions, or requirements, work shall be repaired or replaced by permittee, at no cost to the District.~~

F. Specified sections of Article VI – Source Control Program are amended to read:

SECTION 6.05 – PROHIBITED SUBSTANCES OR CHARACTERISTICS: A user shall not discharge, or cause to be discharged, directly or indirectly to a District facility any of the following:

M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the District and unless such sludge or waste is transported to the District by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease interceptor waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any District facility.

SECTION 6.15 – RESPONSIBILITY OF USERS: It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the District and/or the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete ~~an Industrial Wastewater Discharge Survey~~ a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the District may require the industrial user to apply for an Industrial Wastewater Discharge Permit, ~~and/or~~ install pretreatment equipment (monitoring manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and

sanitary waste lines. Industrial users currently connected or contributing to the District's sanitary sewer system, or who propose to connect or contribute to the District's sanitary sewer system, must obtain a wastewater discharge permit. The District may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the District to have an insignificant impact on the District's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the District's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of District requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the District from time to time directed toward more effective water pollution control.

SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):

3. Special Discharge/Groundwater Cleanup—Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with ~~cleanup~~ remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the District's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the District pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the District's facilities. Wastewater discharged to the District's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the District's requirements and have been approved by the District's Agency's Industrial Waste Inspector—Environmental Compliance Inspector or Water Agency Coordinator - Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the District Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

**SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM CLEANUP
REMEDIAION PROJECTS:**

Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the District's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the District. The District will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and District's facilities will not be significantly ~~effected~~ affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the ~~General Manager~~ District's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the District to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:

D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the District's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee ~~will~~ may be billed directly to the

permittee in advance ~~on an annual basis~~ and is payable within fifteen (15) days from the date of invoice.

SECTION 6.32 - PERIODIC COMPLIANCE REPORTS: Categorical Users and Significant Industrial Users shall submit a report to the District twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports ~~should~~ shall be submitted within ~~forty five (45)~~ fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the District to be necessary to ~~insure~~ ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the District within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within ~~forty five (45)~~ fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The District may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the

nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The District may impose mass limitations on users where the imposition of mass limitations is appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

G. Specified sections of Article IX – Waste Hauler Program are amended to read:

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES: The Board finds that it is in the best interest of the citizens ~~of the unincorporated areas~~ of Sonoma County ~~generally in general,~~ and in the best interests of the health and sanitation of the constituents of the District, that the District receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and further, to prohibit all such waste as ~~are~~ is prohibited within Article 6 of this Ordinance, when such waste is trucked to the District and discharged pursuant to the District's waste hauler program.

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:

- A. Permit Term: ~~The General Manager or the General Manager's delegated Staff~~ shall have the authority to issue waste hauler discharge permits for a period of ~~one (1) two~~ (2) years, with such permits being renewable on further application from the permittee for additional ~~one (1) two~~ (2) year periods upon favorable review by ~~District General Manager or the General Manager's delegated staff.~~ The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.
- B. Permit Conditions: ~~District~~ The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste

hauler's discharge permit may be issued shall include, but not be limited to, the following:

1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.
3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at District facilities.
4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the District against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the District).
5. The furnishing of a cash deposit or other security acceptable to the District in an amount set by the Board.

C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the District include, but are not limited to, the following:

1. Acceptance of the hauled waste would cause or threaten to cause the District to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulation.
2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
- 4-3. Substantial enforcement action taken by the District or another agency related to public health, waste hauling, and/or hazardous waste handling.
- 2-4. Failure of the waste hauler to comply with Federal, State, or District regulations and laws or permit conditions.

- ~~3.5.~~ Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the District.
- ~~4.6.~~ Disposal of waste in an unlawful manner, whether within or outside the District.
- ~~5.7.~~ Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
- ~~6.8.~~ Knowingly or negligently providing false information on any application, permit, or manifest form.
- ~~7.9.~~ Disposing of any waste load to District facilities which originated outside the County.
- ~~8.10.~~ Failure of the waste hauler to pay any fees, charges, or penalties assessed by the District.
- ~~9.11.~~ Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
- ~~10.12.~~ Failure to deposit or maintain the required cash deposit.

SECTION 9.03 - SECURITY--CASH DEPOSIT: The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the District, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the District based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the District. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by the District to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

SECTION 9.06 - REGULATION OF PROCEDURES: The District shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at a District facility due to being rejected on the basis of a sampling analysis of its constituents.

SECTION 9.08 - SONOMA COUNTY LIMITATION: The District Board finds that it is not in the best interest of the District to accept trucked waste from locations which are not within ~~the District boundaries~~ Sonoma County. Therefore, the Board finds that the District shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by ~~District~~ the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within ~~District boundaries, including any area served by contract~~ Sonoma County.

H. Specified sections of Article X – Grease, Oil, And Sand Interceptor Program are amended to read:

SECTION 10.01 – GREASE TRAPS AND OIL AND SAND INTERCEPTORS: All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the District, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the District sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate

sampling structure, as specified by the District, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's designated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the District so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

SECTION III

The Sonoma Valley County Sanitation District Sanitation Code Ordinance is additionally amended to read as follow:

A. Section I - Table of Contents is amended to read:

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ARTICLE XI MERCURY REDUCTION PROGRAM..... 78

B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District’s collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, ~~and X~~ and XI.

C. Specified sections of Article II – Definitions of the Sonoma Valley County Sanitation District Sanitation Code are amended, deleted, and added to read:

SECTION 2.01 – DEFINITIONS:

Amalgam Separator shall mean a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer.

Amalgam Waste shall mean and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

Interceptor shall mean an District-approved precast or cast-in-place concrete, high-density ~~polyethylene~~ polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

ISO 11143 shall mean the International Organization for Standardization’s standard for amalgam separators.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the District’s Main Sewer ~~with~~ which is owned by the District but maintained by the private property owner and lying within a public road/street or public sewer easement.

D. Article XI – MERCURY REDUCTION PROGRAM of the Sonoma Valley County Sanitation District Sanitation Code is added to read:

SECTION 11.01 – PURPOSE

SECTION 11.02 - WASTE MANAGEMENT PRACTICES

SECTION 11.03 - AMALGAM SEPARATORS

SECTION 11.04 – EXEMPTIONS

SECTION 11.01 – PURPOSE: Mercury is a toxic metal that bioaccumulates in several species of aquatic organisms. Dental amalgam is the largest controllable source of mercury to the District’s sanitary sewer system. Dental Amalgam is approximately fifty percent (50%) mercury, mixed with silver and other metals. The District Board finds that in order to significantly reduce the quantity of mercury entering the District’s sanitary sewer system, a dental amalgam program is required.

SECTION 11.02 – WASTE MANAGEMENT PRACTICES: All users of and dischargers from dental facilities that remove or replace amalgam fillings shall comply with the following waste management practices:

- A. No person shall rinse chair-side traps, vacuum screens, or amalgam separator equipment in a sink or other connection to the sanitary sewer.
- B. Users of and dischargers from dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management, and disposal of mercury-containing material and fixer containing solutions, and shall maintain training records that shall be available for inspection by the District’s Environmental Compliance Inspector during normal business hours.
- C. Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- D. Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
- E. The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

SECTION 11.03 – AMALGAM SEPARATORS: All users of and dischargers from dental vacuum suction systems, except as set forth in Section 11.04, below shall comply with the following:

- A. An ISO 11143 certified amalgam separator device shall be installed for each dental vacuum suction system on or before one year of the effective date of this Ordinance; provided however, that all dental facilities that are newly constructed on and after the

effective date of this Ordinance shall include an installed ISO 11143 certified amalgam separator device. The installed device must be ISO 11143 certified as capable of removing a minimum of ninety five percent (95%) of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. Alternative materials and methods may be proposed to the General Manager in writing along with technical data documenting equivalency submitted for review and approval. The General Manager, or the General Manager's delegated staff, may approve alternative materials upon a written finding that the alternative materials and/or methods, based on a review of the submitted documentation, are found to be equivalent to the ISO 11143 certified amalgam separator devices referenced in this Section 11.03. If equivalency is not approved, and the proposed alternative materials or methods are not approved, the applicant may pursue approval pursuant to the provisions for obtaining a variance to this Ordinance.

- B. All amalgam separators installed pursuant to Section A above, shall be on the "Bay Area Pollution Prevention Group (BAPPG) list of Accepted Amalgam Separators," dated May 2009 or the most recent revision. For amalgam separators installed prior to the date of this Ordinance, approval may be provided by the General Manager, or the General Manager's delegated staff, on a case-by-case basis provided the amalgam separator meets the standards in Section A, above.
- C. Proof of certification and installation records shall be submitted to the District within thirty (30) days of installation. A form will be provided by the District and must be completed to demonstrate compliance.
- D. Amalgam separators shall be maintained in accordance with manufacturer's recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by an authorized representative of the District during normal business hours.

SECTION 11.04 – EXEMPTIONS:

- A. The following types of dental Practice are exempt from Section 11.03, provided that removal or placement of amalgam fillings occurs at the facility no more than three days per year: Orthodontics, periodontics, oral and maxillofacial surgery, radiology, oral pathology or oral medicine, and endodontistry and prosthodontistry.
- B. Facilities with vacuum suction systems that meet all of the following conditions may apply to the General Manager for an exemption to the requirements under Section 11.03:
 1. The system was installed before the effective date of this Ordinance.

2. The system is a dry vacuum pump system with an air-water separator.
3. The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
4. Evidence of regular pump outs (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the District's Environmental Compliance inspector during normal business hours.
5. The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank

Any user or discharger whose facility meets all five conditions may apply for an exemption by written letter to the General Manager. The General Manager, or the General Manager's delegated staff, will review the system and if the exemption is approved, shall provide a written letter of exemption. An exemption obtained pursuant to Section 11.04 B, shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with Section 11.03 before commencing further operation.

SECTION IV

The South Park County Sanitation District Sanitation Code Ordinance is additionally amended to read:

A. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 - RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District's collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District. Notwithstanding the above, in order to facilitate eventual transition of ownership of the District's facilities to the City of Santa Rosa, the Board of Directors or the General Manager may accept compliance with the City of Santa Rosa's requirements for wastewater contributors to the District's collection, treatment, and disposal systems, or terms and conditions for new and existing sewer services, or policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, as complying with the District's rules and regulations herein, upon a finding that the City's requirements, together with any additional conditions if determined by the Board of Directors or the General Manager to be necessary, are adequate to protect public health and the environment.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION V

The Occidental County Sanitation District Sanitation Code Ordinance, the Sonoma Valley County Sanitation District Sanitation Code Ordinance, and the South Park County Sanitation District Sanitation Code Ordinance are amended to read as follow:

A. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, or added to read:

SECTION 2.01 – DEFINITIONS:

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

SECTION 2.03 – ABBREVIATIONS:

OWTS Onsite Wastewater Treatment System(s)

B. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.04 – UNLAWFUL DISPOSAL: ~~Except as herein provided, it shall be unlawful to construct or maintain within the District boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System facility intended or used for the disposal of sewage that is not in compliance with current County requirements for on-site wastewater treatment systems.~~

Existing on-site wastewater treatment systems within the District boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the District boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the District stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the District Standards, and
5. The General Manger, or the General Manager's designated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

SECTION VI

- A. If any portions of these Ordinances are for any reason held invalid by a court of competent jurisdiction, the remainder of the Ordinances, including application of such part or provisions to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of the Ordinances are severable.
- B. The Boards of Directors of the Sonoma County Water Agency and the County Sanitation Districts, County of Sonoma, hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subdivision,

paragraph, sentence clause, or phrase are held unconstitutional, invalid or unenforceable.

C. There Ordinances shall be effective thirty (30) days after adoption.

In regular session of the Boards of Directors of the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, and the South Park County Sanitation District, State of California, introduced on _____, 2013, and adopted after an opportunity for public comment this ____ day of _____, 2013, on regular roll call of the members of said Boards by the following vote:

DIRECTORS, SONOMA COUNTY WATER AGENCY, OCCIDENTAL COUNTY SANITATION DISTRICT, RUSSIAN RIVER COUNTY SANITATION DISTRICT, SOUTH PARK COUNTY SANITATION DISTRICT:

GORIN:	ZANE:	McGUIRE:	CARRILLO:	RABBITT:
Ayes	Noes	Absent	Abstain	

WHEREUPON, the Chair declared the above and foregoing ordinances duly adopted and **SO ORDERED**.

By: _____
Chair, Boards of Directors

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced on _____, 2013, and adopted after an opportunity for public comment this ____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

DIRECTORS, SONOMA VALLEY COUNTY SANITATION DISTRICT:

BROWN:	GORIN:	RABBITT:	
Ayes	Noes	Absent	Abstain

WHEREUPON, the Chair declared the above and foregoing ordinances duly adopted and **SO ORDERED**.

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Clerk of the Boards

[San Code Amendments –Clean Version]

SONOMA COUNTY WATER AGENCY ORDINANCE NO. ___
 OCCIDENTAL COUNTY SANITATION DISTRICT ORDINANCE NO. ___
 RUSSIAN RIVER COUNTY SANITATION DISTRICT ORDINANCE NO. ___
 SONOMA VALLEY COUNTY SANITATION DISTRICT ORDINANCE NO. ___
 SOUTH PARK COUND SANITATION DISTRICT ORDINANCE NO. ___

AMENDMENTS TO THE SANITATION CODE ORDINANCES OF THE SONOMA COUNTY WATER AGENCY, OCCIDENTAL COUNTY SANITATION DISTRICT, RUSSIAN RIVER COUNTY SANITATION DISTRICT, SONOMA VALLEY COUNTY SANITATION DISTRICT, AND SOUTH PARK COUNTY SANITATION DISTRICT, TO (1) CLARIFY TERMS, APPLICATION OF TERMS, AND RESPONSIBILITIES OF THE GENERAL MANAGER, AND MODIFIES VARIANCE APPLICATION PROCEDURES; (2) ADD, MODIFY, AND DELETE CERTAIN DEFINITIONS, AND CORRECT TYPOGRAPHICAL ERRORS AND PUNCUTATION; (3) CLARIFY REQUIREMENTS AND APPLICATION OF THE ORDINANCES TO ONSITE WASTEWATER TREATMENT SYSTEMS; (4) ADD AND/OR MODIFY PROCEDURES FOR COMPLYING WITH SPECIFIED REQUIREMENTS; (5) ALLOW THE AGENCY AND DISTRICTS TO CONTRACT WITH NON-GOVERNMENTAL ENTITIES FOR WASTEWATER AND INDUSTRIAL WASTE MANAGEMENT AND DISPOSAL SERVICES; (6) CLARIFY TYPES OF WASTES THAT ARE PROHIBITED FROM BEING TRANSPORTED TO AGENCY/DISTRICT FACILITIES; (7) REVISE INFORMATION REQUIRED ON FORMS AND AUTHORIZE REQUIREMENT OF ADDITIONAL PLUMBING; (8) CHANGE DESIGNATION OF AUTHORIZED PERSONNEL; (9) CHANGE REQUIREMENTS AND PROCEDURES REGARDING COMPLIANCE SAMPLING, ANALYSIS AND REPORTING; (10) CHANGE PERMIT TERM, AND PERMIT PROVISIONS REGARDING MODIFICATION, DENIAL, REVOCATION OR SUSPENSION OF PERMITS; (11) CHANGE WASTE HAULER REQUIREMENTS AND CHANGE AREA FROM WHICH WASTE MAY BE HAULED TO INCLUDE ALL OF SONOMA COUNTY; (12) CHANGE REQUIREMENT FOR SIZING OF GREASE TRAPS AND PROVIDE SPECIFIED PROHIBITIONS; (13) ADD NEW SECTION “ARTICLE XI – MERCURY REDUCTION PROGRAM” TO ONLY THE SONOMA VALLEY COUNTY SANITATION DISTRICT SANITATION CODE; AND (14) MODIFY ARTICLE I, SECTION 1.02 “RULES AND REGULATIONS” OF ONLY THE SOUTH PARK COUNTY SANITATION DISTRICT SANITATION CODE TO ALLOW USE OF CITY OF SANTA ROSA SANITATION STANDARDS.

The Boards of Directors of the Sonoma County Water Agency (Agency) and the County Sanitation Districts (Districts), County of Sonoma, do ordain as follows:

SECTION I

The Sonoma County Water Agency Sanitation Code Ordinance is amended to read:

A. Section I – Table of Contents is amended to read:

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B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations **setting forth uniform requirements** for wastewater contributors to the Agency's collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services; and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the Agency, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the Agency.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION 1.06 – RELIEF ON VARIANCE APPLICATION: When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen (14) days after receipt of the General Manager's written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant's arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the Agency and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

C. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, or added to read

SECTION 2.01 – DEFINITIONS:

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Environmental Compliance Inspector shall mean any person, designated by the General Manager, who conducts inspections and investigations of commercial and industrial facilities to ensure protection of the environment and compliance with Agency, local, state, and federal regulations.

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Source Reduction - See Pollution Prevention

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances of chronic violations of wastewater discharge limits, slug discharges, violations of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

SECTION 2.03 – ABBREVIATIONS:

OWTS Onsite Wastewater Treatment System(s)

D. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.04 – UNLAWFUL DISPOSAL: It shall be unlawful to construct or maintain within the Agency boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for on-site wastewater treatment systems.

Existing on-site wastewater treatment systems within the Agency boundaries that meet County Code requirements for new systems or for which continued use is allowed under

County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the Agency boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the Agency stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the Agency Standards, and
5. The General Manger, or the General Manager's designated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

SECTION 3.06 - SEWER REQUIRED: The owner of any building situated within the Agency boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the Agency is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the Agency in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL: No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

- A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:
1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
 2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comingle prior to the designated sampling point.
 3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
 4. A residential condominium or similar complex of living units served under a contract between the Agency and a responsible owners' association for the complex.
 5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement document, prepared by the Agency from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
 6. A second dwelling unit_(with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, ~~A~~an acknowledgement document, prepared by the Agency from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
 7. A single structure consisting of multiple-parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the Agency, served under an agreement between the Agency and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate Agency-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the Agency restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the Agency, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners'

association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the Agency for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.

- B. If two legal living units in separate structures on a single parcel are in ~~one single~~ ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE: Where a single structure is to be served, the side sewer must proceed from the Agency main along such a course so as to avoid traversing a parcel of separate ownership lying between such structure and the Agency main, unless the General Manager, or the General Manager's designated staff, makes a written finding that traversing such parcel is necessary due to physical restrictions, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES: Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the Agency main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE: The Agency may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, governmental agency, person, or other entity, for the handling, treatment, or disposal by the Agency of wastewater or industrial waste when, in the judgment of the Agency Board, it is in the best interest of the Agency to do so, upon such terms and conditions as may be agreed upon, provided that the Agency facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by Agency, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

- E. Specified sections of Article IV – Terms And Conditions For Construction of Sanitation Facilities are amended to read:

SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION: Prior to the Agency's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all mains, lateral, and building sewers for which permit(s) were issued, and shall provide a copy of the video tape to the Agency for review and approval of completed work, all in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

F. Specified sections of Article VI – Source Control Program are amended to read:

SECTION 6.05 – PROHIBITED SUBSTANCES OR CHARACTERISTICS: A user shall not discharge, or cause to be discharged, directly or indirectly to an Agency facility any of the following:

M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the Agency and unless such sludge or waste is transported to the Agency by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any Agency facility.

SECTION 6.15 – RESPONSIBILITY OF USERS: It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the Agency and/or the failure of the Agency to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the Agency of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the Agency may require the industrial user to apply for an Industrial Wastewater Discharge Permit, ~~and/or~~ install pretreatment equipment (monitoring manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the Agency's sanitary sewer system, or who propose to connect or contribute to the Agency's sanitary sewer system, must obtain a wastewater discharge permit. The Agency may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the Agency to have an insignificant impact on

the Agency's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the Agency's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of Agency requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the Agency from time to time directed toward more effective water pollution control.

SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):

3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the Agency's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the Agency pursuant to Section 6.18.
4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the Agency's facilities. Wastewater discharged to the Agency's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the Agency's requirements and have been approved by the Agency's Environmental Compliance Inspector or Water Agency Coordinator- Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the Agency Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:

Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the Agency's sewer system unless a

temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the Agency. The Agency will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and Agency's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the Agency's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the Agency to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:

D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the Agency's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.

SECTION 6.32 - PERIODIC COMPLIANCE REPORTS: Categorical Users and Significant Industrial Users shall submit a report to the Agency twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the Agency to be necessary to ~~insure~~ ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.

- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the Agency within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within fifteen (15) days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The Agency may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The Agency may impose mass limitations on users where the imposition of mass limitations is appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

G. Specified sections of Article IX – Waste Hauler Program are amended to read:

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES: The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the Agency, that the Agency receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent

of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the Agency and discharged pursuant to the Agency's waste hauler program.

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:

- A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by the General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.
- B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and polices of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:
1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.
 2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.
 3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at Agency facilities.
 4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the Agency against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the Agency).
 5. The furnishing of a cash deposit or other security acceptable to the Agency in an amount set by the Board.
- C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the Agency during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date

of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the Agency include, but are not limited to, the following:

1. Acceptance of the hauled waste would cause or threaten to cause the Agency to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulations.
2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
3. Substantial enforcement action taken by the Agency or another agency related to public health, waste hauling, and/or hazardous waste handling.
4. Failure of the waste hauler to comply with Federal, State, or Agency regulations and laws or permit conditions.
5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the Agency.
6. Disposal of waste in an unlawful manner, whether within or outside the Agency.
7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
8. Knowingly or negligently providing false information on any application, permit, or manifest form.
9. Disposing of any waste load to Agency facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the Agency.
11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
12. Failure to deposit or maintain the required cash deposit.

SECTION 9.03 - SECURITY--CASH DEPOSIT: The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the Agency, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the Agency based on the nature of the current operations of a permittee or

the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the Agency. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by Agency to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

SECTION 9.06 - REGULATION OF PROCEDURES: The Agency shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at an Agency facility due to being rejected on the basis of a sampling analysis of its constituents.

SECTION 9.08 - SONOMA COUNTY LIMITATION: The Agency Board finds that it is not in the best interest of the Agency to accept trucked waste from locations which are not within Sonoma County. Therefore, the Board finds that the Agency shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

H. Specified sections of Article X – Grease, Oil, And Sand Interceptor Program are amended to read:

SECTION 10.01 - GREASE TRAPS AND OIL AND SAND INTERCEPTORS: All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the Agency, present the possibility of causing or

contributing to the fouling of, or the blockage of, or other damage to the Agency sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement for grease traps shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure, as specified by the Agency, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's delegated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the Agency so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager's delegated staff, or the County of Sonoma Environmental Health Department.

SECTION II

The Occidental County Sanitation District Sanitation Code Ordinance, the Russian River County Sanitation District Sanitation Code Ordinance, the Sonoma Valley County Sanitation District Sanitation Code Ordinance, and the South Park County Sanitation District Sanitation Code Ordinance are amended to read as follow:

A. Section 1 - Table of Contents are amended to read:

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B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District’s collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services, and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION 1.06 – RELIEF ON VARIANCE APPLICATION: When any person by reason of special circumstances is of the opinion that any provision of this Ordinance is unjust or inequitable as applied to his/her premises, he/she may make written application of a variance to the General Manager, stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to his/her premises.

Upon receipt of such variance application, the General Manager shall review the application. If the General Manager does not object to the granting of a variance, the General Manager shall set the matter for a hearing before the Board as soon as practicable after review of the application and in accordance with Board procedures, and give written notice thereof to the applicant. If the General Manager objects to the granting of a variance, the General Manager shall provide a written denial to the applicant. The applicant may appeal the denial to the Board by providing a written appeal to the General Manager within fourteen (14) days after receipt of the General Manager’s written denial. Failure to appeal within this time frame shall constitute a waiver of the right to appeal. The appeal should include the applicant’s arguments in support of the appeal. The General Manager shall then set the matter for hearing before the Board as soon as practicable in accordance with Board procedures. Whenever, in

the judgment of the Board, it is unnecessary or unjust to require compliance with any provision of this title, the Board may grant a variance therefrom. In granting any such variance, the Board may impose any condition it determines is just and proper and will secure substantially the general objectives of this title. The application fee shall not exceed the administrative costs for processing the variance application and shall be calculated by the District and paid for by the applicant prior to the date of the Board hearing. Pending the hearing before the Board, the decision of the General Manager shall remain in full force and effect until acted on by the Board.

However, if such application is approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises, to be effective as of the date of the variance application approved by the Board, but only to the extent compatible with State and Federal laws, rules, and regulations pertaining to wastewater facilities.

C. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, and added to read:

SECTION 2.01 – DEFINITIONS:

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Domestic Wastewater shall mean the liquid and solid waterborne wastes derived from the ordinary living processes of humans. Domestic wastewater shall be of such character as to permit satisfactory disposal, without special treatment, into the public sewer system or by means of a private onsite wastewater treatment system. For the purpose of this definition, domestic wastewater shall have a BOD and suspended solids concentration of 300 milligrams per liter or less.

Environmental Compliance Inspector shall mean any person, designated by the GM, who conducts inspections and investigations of industrial pretreatment facilities to ensure protection of the environment and compliance with agency, local, state, and federal regulations.

Pollution Prevention shall mean any action which causes a net reduction in the generation of hazardous and/or non-hazardous waste, and may also include any steps taken (a) before a hazardous waste is generated to lessen the properties which cause the waste to be classified as hazardous, or (b) to reduce pollutant loadings from all process discharges prior to disposal to a POTW.

Significant Noncompliance (SNC) shall mean any violation of pretreatment standards or requirements as defined in 40 CFR 403.8(f)(2)(viii). SNC includes, but is not limited to, instances of chronic violations of wastewater discharge limits, slug discharges, violations

of compliance schedule milestones, failure to provide compliance data, failure to follow Best Management Practices (BMPs), failure to accurately report noncompliance, or any other violation or group of violations.

Source Reduction - See Pollution Prevention

Trunk Sewer Main – A Main Sewer to which no Lateral Sewers are allowed to connect. Only Main Sewers can connect to a Trunk Sewer Main. All connections to a Trunk Sewer Main shall be at a manhole.

D. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.06 - SEWER REQUIRED: The owner of any building situated within the District boundary and abutting on any street in which there is now located or may in the future be located a public sewer of the District is hereby required at his or her expense to connect said building directly with the proper public sewer, unless the building will discharge to the public sewer through a pretreatment system approved by the District, in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, and provided that said public sewer is within three hundred (300) feet of the building.

SECTION 3.09 - EACH UNIT TO HAVE SEWER LATERAL: No sewer lateral shall be installed or provided for more than one living unit, commercial unit, or agricultural or industrial enterprise. However:

A. The following facilities may be allowed to be served by a common sewer lateral upon receipt of a written request from the applicant:

1. A duplex, apartment, or other multiple-unit residential structure in undivided ownership.
2. A commercial or industrial structure in undivided ownership where use areas are not enclosed by permanent walls, provided that process and domestic wastestream would not comingle prior to the designated sampling point.
3. A structure or group of structures owned or exclusively occupied by a public entity or entities.
4. A residential condominium or similar complex of living units served under a contract between the District and a responsible owners' association for the complex.
5. An auxiliary structure, on a residentially zoned parcel, that is not a living unit (without cooking facilities), e.g. garage, workshop, pool house, artist studio, etc. Following receipt of the parcel owner's request letter, an acknowledgement

document, prepared by the District from information provided by the owner's request letter will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.

6. A second dwelling unit (with cooking facilities) located on a single-family parcel in undivided ownership as an attached or detached unit. Following receipt of the parcel owner's request letter, ~~A~~an acknowledgement document, prepared by the District from information provided by the owner's request letter, will be sent to the property owner, and must be recorded by the property owner against the parcel of land to cover this arrangement.
 7. A single structure consisting of multiple~~—~~parcels/units commercial office condominiums, each parcel/unit intended for individual ownership with each parcel/unit not discharging wastewater constituents of concern, as determined by the District, served under an agreement between the District and a sub-divider or responsible owners' association for the complex, and with the following additional requirements satisfied: The agreement shall include appropriate District-required changes to the Covenants, Conditions, and Restrictions for the structure, shall require revised, recorded title conveyance documents for each parcel/unit which include deed restrictions acceptable to the District restricting discharge only to wastewater constituents which are not of concern as defined in this Code and otherwise by the District, a recorded Terms and Conditions document signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative, and a recorded Covenant signed by both the sub-divider, or responsible owners' association, and the General Manager or authorized designated representative. The sub-divider or responsible owners' association for the complex, shall pay a Sanitation Code Exception Document Processing Charge to reimburse the District for staff and County Counsel administrative costs for processing of the required documents associated with granting the Sanitation Code exception prior to signing of the Terms and Conditions document and the Covenant document by the General Manager or authorized designated representative. With these completed documents in place, and with payment by the sub-divider or owners' association of the Sanitation Code Exception Document Processing Charge, it will not be necessary for the sub-divider, owners' association, or individual owners, to obtain a variance from the Board of Directors.
- B. If two legal living units in separate structures on a single parcel are in ~~one~~ single ownership where sewer service to both was granted prior to January 1, 1995, and both were legal living units at that time, they may continue to be served through a single sewer lateral where one user assumes responsibility for all service to such parcel. An acknowledgement document per Section 3.09A, Paragraph 6 must be recorded against the parcel if there is a change in ownership after January 1, 1995.

SECTION 3.25 - SEWER SERVICE FOR A SINGLE STRUCTURE: Where a single structure is to be served, the side sewer must proceed from the District main along such a course so as to avoid traversing a parcel of separate ownership lying between such

structure and the District main, unless the General Manager, or the General Manager's designated staff, makes a written finding that traversing such parcel is necessary due to physical restriction, technical feasibility or safety issues, and a permanent property interest in the traversed parcel for placement, maintenance, and replacement of the side sewer is conveyed to the property of the structure being served and such property interest is recorded.

SECTION 3.26 - SEWER SERVICE FOR TWO OR MORE STRUCTURES: Where two or more structures are to be served on land under single ownership, separate sewer laterals shall run from the District main substantially at a right angle to each such structure, except as allowed by Sections 3.06, 3.09, and 3.25.

SECTION 3.31 - AGREEMENTS WITH OTHER AGENCIES FOR SANITATION SERVICE: The District may contract in accordance with the terms and conditions of the California Health and Safety Code, Section 4742.1, with a district, city, ~~or~~ governmental agency, person, or other entities, for the handling, treatment, or disposal by the District of wastewater or industrial waste when, in the judgment of the District Board, it is in the best interest of the District to do so, upon such terms and conditions as may be agreed upon, provided that the District facility to be utilized has the capacity for handling, treatment or disposal of such waste, and that the contracting user pays, as required by District, State and/or Federal requirements or law, its proportionate share of the cost of such treatment, handling, and disposal.

E. Specified sections of Article IV – Terms And Conditions For Construction of Sanitation Facilities are amended to read:

SECTION 4.20 - APPROVAL REQUIREMENT--CLOSED CIRCUIT TELEVISION: Prior to the District's acceptance of construction work as being completed, pursuant to this Ordinance, the permittee shall prepare a closed circuit television inspection of all mains, lateral, and building sewers for which permit(s) were issued in accordance with the most current revision of the Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.

F. Specified sections of Article VI – Source Control Program are amended to read:

SECTION 6.05 – PROHIBITED SUBSTANCES OR CHARACTERISTICS: A user shall not discharge, or cause to be discharged, directly or indirectly to a District facility any of the following:

M. Any septic tank waste, holding tank waste, portable toilet waste, unless a permit is issued by the District and unless such sludge or waste is transported to the District by a permitted waste hauler in accordance with the regulations set forth in Article 9 of this Ordinance. Grease waste of animal, vegetable or petroleum origin, and oil and sand interceptor or trap waste is prohibited to be hauled in or discharged to any District facility.

SECTION 6.15 – RESPONSIBILITY OF USERS: It shall be the responsibility of the user and/or discharger to comply with all of the provisions of this Ordinance. The omission to act by the District and/or the failure of the District to take cognizance of the nature of the operation of the user and/or the properties of the user's wastewater shall not relieve the user of responsibility to comply with the conditions of this Ordinance including, but not limited to, such requirements regarding permitting, pretreatment, monitoring, and reporting. It shall be the responsibility of the user to make determinations as to the nature of its operation and wastewater flow and to take such actions as may be required under this Ordinance prior to any discharge of wastewater, whether or not the user has been informed by the District of the requirements which may apply to the user regarding its discharge.

All New Source, New Industrial User, New User, or users proposing to change the use of a commercial facility, shall complete a Survey for Commercial/Industrial Wastewater Discharge Requirements. Upon review of the Survey, the District may require the industrial user to apply for an Industrial Wastewater Discharge Permit, ~~and/or~~ install pretreatment equipment (monitoring manholes, grease interceptors, etc.), and/or additional plumbing such as, separate process waste and sanitary waste lines. Industrial users currently connected or contributing to the District's sanitary sewer system, or who propose to connect or contribute to the District's sanitary sewer system, must obtain a wastewater discharge permit. The District may waive the wastewater discharge permit requirement for industrial users contributing only domestic wastewaters (wastewaters from restrooms, drinking fountains, showers, or air conditioners used for human comfort), or industrial users that are determined by the District to have an insignificant impact on the District's facilities. This waiver shall not relieve an industrial user of the responsibility to comply with the conditions of this Ordinance. All existing industrial users connected to or contributing to the District's sanitary sewer system and having a current wastewater discharge permit shall be required to obtain a new permit or permit contract upon the expiration of their existing permit.

In order that employees of users be informed of District requirements, users shall make available to their employees copies of this Ordinance, together with such other wastewater information and notices which may be furnished by the District from time to time directed toward more effective water pollution control.

SECTION 6.16 - USER CLASSIFICATIONS (CATEGORIES):

3. Special Discharge/Groundwater Remediation User: Users in this classification discharge wastewater to the sanitary sewer system generated by the following: operations associated with remediation of soil and/or groundwater contaminated by leaking underground storage tanks; construction site dewatering; or other industrial operations in which there is no other acceptable or reasonable alternative for disposal. If pretreatment of the wastewater by the IU is required in order to bring the discharge into compliance with the District's specific pollutant limitations, such pretreatment will be specified in the (temporary) permit issued by the District pursuant to Section 6.18.

4. Waste Haulers: Users in this classification shall apply for and receive a Waste Hauler Discharge Permit pursuant to Article IX of the Sanitation Code prior to discharging any wastewater to the District's facilities. Wastewater discharged to the District's facilities by permitted Waste Haulers is limited to the following: domestic septage; and special batch loads of wastewater that have been sampled and analyzed in accordance with the District's requirements and have been approved by the District's -Environmental Compliance Inspector or Water Agency Coordinator - Environmental Services.

All users are subject to the prohibitions set forth in this Ordinance, with such Federal and State statutes and regulations as may apply, and the specific pollutant limitations as may be promulgated by the District Board either by ordinance or resolution.

Domestic users under normal circumstances will not be required to apply for or receive a wastewater discharge permit as defined in this Ordinance, providing that said domestic user discharges only that wastewater which is consistent with the definition of domestic wastewater set forth herein.

SECTION 6.18 - ACCEPTANCE OF WASTEWATER FROM REMEDIATION PROJECTS:

Wastewater generated from the cleanup of spills, leaking underground storage tanks, contaminated soil or groundwater, monitoring wells, or other similar sources shall not be discharged through direct or indirect connection to the District's sewer system unless a temporary or wastewater discharge permit as defined in Section 6.16, User Classifications, is issued by the District. The District will approve the discharge of such wastewater and issue such a permit only when, in its judgment, no reasonable alternative method of disposal is available and District's facilities will not be significantly affected.

Whenever the discharge of such wastewater is proposed, the applicant shall submit an analysis of the nature of the proposed discharge and alternative methods of disposal available, together with justification indicating that there is no reasonable alternative to discharge to the sewer system. Such analysis shall deal with environmental and liability factors, as well as financial impacts.

The applicant's analysis of alternative methods of disposal, and the above-described comprehensive report (if required), shall be submitted to the District's Environmental Services Inspector or Water Agency Coordinator - Environmental Services for a decision on whether or not a temporary discharge permit will be issued.

If a temporary discharge permit is granted for the discharge of such wastewater, the user shall pay such fees and charges and meet such special conditions and requirements as determined by the District to specifically apply for that particular discharge. Such temporary discharge permit shall be classified into one of the categories as defined in Section 6.16.

SECTION 6.27 - WASTEWATER DISCHARGE PERMIT FEES:

- D. Permit Monitoring and Inspection Fee: The Permit Monitoring and Inspection Fee, upon being established by separate ordinance, will recover the District's costs based on an estimate of the costs of routine monitoring for compliance and periodic inspection of the permittee's processes during the life of the permit. The Permit Monitoring and Inspection Fee will vary from permit to permit and will depend on the frequency of the monitoring and cost of the necessary laboratory tests to verify compliance with the permit conditions. This fee may be billed directly to the permittee in advance and is payable within fifteen (15) days from the date of invoice.

SECTION 6.32 - PERIODIC COMPLIANCE REPORTS: Categorical Users and Significant Industrial Users shall submit a report to the District twice a year or more frequently as specified in the permit or permit contract. Other Industrial Users may be required to submit periodic compliance reports depending on the nature of their discharge. Periodic compliance reports shall be submitted within fifteen (15) days of receipt of the laboratory report. The compliance report shall contain such information as may be deemed by the District to be necessary to ensure compliance with the provisions of this Ordinance. Compliance reports shall, at a minimum, contain the following:

- A. The nature and concentration of pollutants which are limited by pretreatment standards or requirements, or which are specified in the permit or permit contract for each regulated waste stream.
- B. A record of average daily flow for the reporting period for each regulated waste stream.
- C. Such other wastewater effluent data as the user has obtained since the last compliance report, whether or not that data is specifically required by the user's permit or permit contract.
- D. Methods utilized by the user in collecting the wastewater sample for analysis including, but not limited to, the sampling device(s) used, the sampling period, the amount of each sample collected, sample handling and preservation techniques used, and date of sample delivery to the laboratory for analysis.
- E. In the event a sample from a periodic compliance report indicates that a constituent is in violation of the allowable concentration levels as set forth in the user's permit or permit contract, the user shall inform the District within the next business day following the discovery of the violation, repeat the sampling and pollutant analysis for the parameter in violation, and submit in writing the results of this second analysis within thirty (30) days of the discovery of the first violation. The initial sampling and analysis report shall be submitted within days of the initial sampling date with a cover report setting forth the causes of the violation, the remedial actions taken to date in regard to the violation, and the scheduled additional actions which will be implemented to prevent a reoccurrence.

The District may also at any time require a signed statement by the user setting forth management practices and/or material usage practices which have an effect on the nature, volume, and quality of the wastewater discharge and/or which potentially will affect the ability to comply with pretreatment standards requirements.

The District may impose mass limitations on users where the imposition of mass limitations is appropriate. In such cases, the report required under subparagraph (A) above shall indicate the mass of pollutants regulated by pretreatment standards or requirements in the effluent of the user. These reports shall contain the results of all sampling and analysis of the discharge including the flow, concentration, and mass of pollutants regulated by the applicable pretreatment standard or requirement. The user shall provide the actual average production rate of the regulated processes during the reporting period.

G. Specified sections of Article IX – Waste Hauler Program are amended to read:

SECTION 9.01 - PERMISSIBLE WASTE HAULER DISCHARGES: The Board finds that it is in the best interest of the citizens of Sonoma County in general, and in the best interests of the health and sanitation of the constituents of the District, that the District receive certain trucked-in waste at the treatment plant for disposal. It is the intent of the Board that the treatment facility shall only be used for the disposal of waste which are compatible with the treatment plant process and the continued operation of the treatment plant as a non-RCRA or non-hazardous waste disposal facility. Therefore, it is the intent of this Ordinance to prohibit the discharge from waste haulers of any hazardous waste as may be defined by either Federal or State statute and regulation, whichever is more stringent; and further, to prohibit all such waste as is prohibited within Article 6 of this Ordinance, when such waste is trucked to the District and discharged pursuant to the District's waste hauler program.

SECTION 9.02 - WASTE HAULER DISCHARGE PERMIT:

A. Permit Term: The General Manager or the General Manager's delegated staff shall have the authority to issue waste hauler discharge permits for a period of two (2) years, with such permits being renewable on further application from the permittee for additional two (2) year periods upon favorable review by General Manager or the General Manager's delegated staff. The Hauler shall apply for permit reissuance a minimum of ninety (90) days prior to the expiration of the Hauler's existing permit.

B. Permit Conditions: The General Manager or General Manager's delegated staff may prescribe such requirements as may be reasonable to ensure the carrying out of the purpose and policies of this Ordinance, as well as the stated purpose of the waste hauler program as set forth herein. The conditions upon which a waste hauler's discharge permit may be issued shall include, but not be limited to, the following:

1. Proof of a Sonoma County Health Department Waste Hauler Registration and Public Health License.

2. Certification that the applicant has not been subject to any substantial enforcement actions relating to public health, waste hauling, and/or hazardous waste handling.
3. Provision of a list with license numbers of each vehicle which hauler proposes to use for discharge of waste at District facilities.
4. Certification that waste hauler has in place, and will maintain, vehicle insurance coverage which insures the hauler and the District against claims of personal injury and property damage (said minimum limits and coverage requirements may from time to time be set forth by the District).
5. The furnishing of a cash deposit or other security acceptable to the District in an amount set by the Board.

C. Modification, Denial, Revocation, or Suspension of Permit: The issuance of a waste hauler permit creates a conditional privilege to discharge. It does not create property rights (including real, personal, or intangible personal property rights), nor a vested irrevocable right or privilege. The terms and conditions of the permit may be subject to modification by the District during the term of the permit as limitations or requirements are modified or other just cause exists. The hauler shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change. The conditions under which a wastewater hauler permit may be denied, revoked, or suspended by the District include, but are not limited to, the following:

1. Acceptance of the hauled waste would cause or threaten to cause the District to violate its National Pollutant Discharge Elimination System (NPDES) permit, Waste Discharge Requirements (WDR's), or the receiving water quality standards or other regulation.
2. POTW's trucked waste receiving station and/or monitoring systems are unavailable, out of service or incompatible with the trucked waste material.
3. Substantial enforcement action taken by the District or another agency related to public health, waste hauling, and/or hazardous waste handling.
4. Failure of the waste hauler to comply with Federal, State, or District regulations and laws or permit conditions.
5. Termination of the waste hauler's vehicle insurance or reduction in coverage to a level below that required by the District.
6. Disposal of waste in an unlawful manner, whether within or outside the District.

7. Failure of the waste hauler to comply with the permit, wastewater handling and disposal, and reporting requirements of the Sonoma County Health Services Department.
8. Knowingly or negligently providing false information on any application, permit, or manifest form.
9. Disposing of any waste load to District facilities which originated outside the County.
10. Failure of the waste hauler to pay any fees, charges, or penalties assessed by the District
11. Expiration, revocation, or suspension of Sonoma County Health Services Department Waste Hauler Registration or Public Health license.
12. Failure to deposit or maintain the required cash deposit.

SECTION 9.03 - SECURITY--CASH DEPOSIT: The Board finds that in order to ensure compliance of each waste hauler with the provisions of this Ordinance, and to further ensure payment of fees and charges for the discharge of trucked-in waste, a cash deposit, or other security acceptable to the District, shall be required of each permittee. The cash deposit shall be in an amount of one thousand dollars (\$1,000.00). However, if the General Manager determines the cash deposit should be increased in order to protect the interest of the District based on the nature of the current operations of a permittee or the prior history of compliance with the waste hauler program requirements, then the General Manager may increase such cash deposit or security to an amount sufficient to protect the interests of the District. The security amount shall not exceed five thousand dollars (\$5,000) without prior Board approval of said security amount. All security cash deposits shall be returned to hauler upon termination of permit, less any amounts used by the District to cover costs necessary to correct permittee's non-compliance with this Ordinance, and provided there are no outstanding permit violations and hauler has complied with this Ordinance and all permit conditions. In the case of such violations or non-compliance, the remainder of any security cash deposit shall be returned once such violations or non-compliance have been corrected. Waste hauler shall remain independently liable for any permit violations or non-compliance with this Ordinance regardless of whether a security deposit is provided, withheld, or returned.

SECTION 9.06 - REGULATION OF PROCEDURES: The District shall adopt such procedures as may be appropriate for the implementation of the waste hauler program. These procedures may include, but not be limited to, regulation of the times for discharge, designated discharge location, the amounts of discharge, and manner of discharge. The procedures may also include requirements such as laboratory testing of samples of the waste prior to discharge and procedures for reporting of the ultimate disposal location for waste which are not accepted at a District facility due to being rejected on the basis of a sampling analysis of its constituents.

SECTION 9.08 - SONOMA COUNTY LIMITATION: The District Board finds that it is not in the best interest of the District to accept trucked waste from locations which are not within Sonoma County. Therefore, the Board finds that the District shall only accept trucked-in waste pursuant to the provisions set forth herein and procedures established by the General Manager or the General Manager's delegated staff for trucked waste to the extent such waste is produced within, or emanates from, locations within Sonoma County.

H. Specified sections of Article X – Grease, Oil, And Sand Interceptor Program are amended to read:

SECTION 10.01 – GREASE TRAPS AND OIL AND SAND INTERCEPTORS: All non-domestic users, including restaurants, gas stations, and auto repair establishments with floor drains located in service areas and auto or vehicle washing facilities, shall be required to install and maintain a grease, oil, and sand interceptor at the user's own expense when the General Manager finds that it is necessary for the proper handling of (a) liquid waste containing grease, (b) flammable wastes, (c) sand, or (d) other harmful constituents which may be properly eliminated from the sewerage system by use of an interceptor or trap. An interceptor is not required for a building used solely for residential purposes so long as there exists no common food preparation facility. An interceptor shall be required when the wastewater flow from the building is anticipated to contain grease, flammable substances, sand, or other harmful ingredients in amounts or concentrations which, in the discretion of the District, present the possibility of causing or contributing to the fouling of, or the blockage of, or other damage to the District sewerage system.

Proper sizing, selection, and installation of grease traps and interceptors shall be in accordance with the most recent Uniform Plumbing Code. The minimum size requirement shall be 35 gallons per minute/70 pound capacity. Oil and sand interceptors shall be situated on the user's premises and shall be so located as to be readily and easily accessible for cleaning and inspection. A sampling box or other appropriate sampling structure, as specified by the District, shall be installed and located immediately downstream of the user's oil and sand interceptor. Buildings remodeled for use requiring interceptors shall also be subject to these regulations.

Wastewater discharges from fixtures and equipment in the above-mentioned types of establishments which may contain grease, oil, sand, or other objectionable materials, including, but not limited to, scullery sinks, pot and pan sinks, dishwashers, food waste disposals, soup kettles, and floor drains located in areas where such objectionable materials may exist, may be drained into the sanitary waste through grease traps and oil and sand interceptors where approved by the General Manager or the General Manager's designated staff; provided, however, that toilets, urinals, washbasins, and other fixtures containing fecal materials shall not flow through the grease trap or interceptor. Toxic substances concentrations in excess of Ordinance limits shall not be discharged into grease traps and interceptors.

Grease traps and oil and sand interceptors shall be maintained by the user in efficient operating condition by periodic removal of the accumulated grease, oil, or sand. Grease and oil interceptors shall be cleaned by a licensed and permitted waste hauler on a periodic basis as determined by the District so as to assure that the interceptor will operate as designed at all times. The use of chemicals, enzymes or additives to dissolve grease or oil is specifically prohibited. No such accumulated grease, oil, or sand shall be introduced into any drainage piping or public or private sewer.

Abandoned oil and sand interceptors shall be emptied and filled with suitable material as determined by the General Manager, the General Manager’s delegated staff, or the County of Sonoma Environmental Health Department.

SECTION III

The Sonoma Valley County Sanitation District Sanitation Code Ordinance is additionally amended to read as follow:

A. Section I - Table of Contents is amended to read:

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B. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 – RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District’s collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services, and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, X and XI.

C. Specified sections of Article II – Definitions of the Sonoma Valley County Sanitation District Sanitation Code are amended, deleted, and added to read:

SECTION 2.01 – DEFINITIONS:

Amalgam Separator shall mean a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sanitary sewer.

Amalgam Waste shall mean and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

Interceptor shall mean a District-approved precast or cast-in-place concrete, high-density polyethylene, coated steel, or other plastic containment device designed to intercept, trap, or otherwise prevent grease, sand, flammable liquids, or other substances potentially harmful to the sewerage system from entering said system.

ISO 11143 shall mean the International Organization for Standardization's standard for amalgam separators.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the District's Main Sewer which is owned by the District but maintained by the private property owner and lying within a public road/street or public sewer easement.

D. Article XI – MERCURY REDUCTION PROGRAM of the Sonoma Valley County Sanitation District Sanitation Code is added to read:

SECTION 11.01 – PURPOSE

SECTION 11.02 - WASTE MANAGEMENT PRACTICES

SECTION 11.03 - AMALGAM SEPARATORS

SECTION 11.04 – EXEMPTIONS

SECTION 11.01 – PURPOSE: Mercury is a toxic metal that bioaccumulates in several species of aquatic organisms. Dental amalgam is the largest controllable source of mercury to the District's sanitary sewer system. Dental Amalgam is approximately fifty percent (50%) mercury, mixed with silver and other metals. The District Board finds that in order to significantly reduce the quantity of mercury entering the District's sanitary sewer system, a dental amalgam program is required.

SECTION 11.02 – WASTE MANAGEMENT PRACTICES: All users of and dischargers from dental facilities that remove or replace amalgam fillings shall comply with the following waste management practices:

- A. No person shall rinse chair-side traps, vacuum screens, or amalgam separator equipment in a sink or other connection to the sanitary sewer.
- B. Users of and dischargers from dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management, and

disposal of mercury-containing material and fixer containing solutions, and shall maintain training records that shall be available for inspection by the District's Environmental Compliance Inspector during normal business hours.

- C. Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- D. Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
- E. The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

SECTION 11.03 – AMALGAM SEPARATORS: All users of and dischargers from dental vacuum suction systems, except as set forth in Section 11.04, below shall comply with the following:

- A. An ISO 11143 certified amalgam separator device shall be installed for each dental vacuum suction system on or before one year of the effective date of this Ordinance; provided however, that all dental facilities that are newly constructed on and after the effective date of this Ordinance shall include an installed ISO 11143 certified amalgam separator device. The installed device must be ISO 11143 certified as capable of removing a minimum of ninety five percent (95%) of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified. Alternative materials and methods may be proposed to the General Manager in writing along with technical data documenting equivalency submitted for review and approval. The General Manager, or the General Manager's delegated staff, may approve alternative materials upon a written finding that the alternative materials and/or methods, based on a review of the submitted documentation, are found to be equivalent to the ISO 11143 certified amalgam separator devices referenced in this Section 11.03. If equivalency is not approved, and the proposed alternative materials or methods are not approved, the applicant may pursue approval pursuant to the provisions for obtaining a variance to this Ordinance.
- B. All amalgam separators installed pursuant to Section A above, shall be on the "Bay Area Pollution Prevention Group (BAPPG) list of Accepted Amalgam Separators," dated May 2009 or the most recent revision. For amalgam separators installed prior to the date of this Ordinance, approval may be provided by the General Manager, or the General Manager's delegated staff, on a case-by-case basis provided the amalgam separator meets the standards in Section A, above.

- C. Proof of certification and installation records shall be submitted to the District within thirty (30) days of installation. A form will be provided by the District and must be completed to demonstrate compliance.
- D. Amalgam separators shall be maintained in accordance with manufacturer's recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request by an authorized representative of the District during normal business hours.

SECTION 11.04 – EXEMPTIONS:

- A. The following types of dental Practice are exempt from Section 11.03, provided that removal or placement of amalgam fillings occurs at the facility no more than three days per year: Orthodontics, periodontics, oral and maxillofacial surgery, radiology, oral pathology or oral medicine, and endodontistry and prosthodontistry.
- B. Facilities with vacuum suction systems that meet all of the following conditions may apply to the General Manager for an exemption to the requirements under Section 11.03:
 1. The system was installed before the effective date of this Ordinance.
 2. The system is a dry vacuum pump system with an air-water separator.
 3. The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
 4. Evidence of regular pump outs (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the District's Environmental Compliance inspector during normal business hours.
 5. The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank

Any user or discharger whose facility meets all five conditions may apply for an exemption by written letter to the General Manager. The General Manager, or the General Manager's delegated staff, will review the system and if the exemption is approved, shall provide a written letter of exemption. An exemption obtained pursuant to Section 11.04 B, shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with Section 11.03 before commencing further operation.

SECTION IV

The South Park County Sanitation District Sanitation Code Ordinance is additionally amended to read:

- A. Specified sections of Article I – General Provisions are amended to read:

SECTION 1.02 - RULES AND REGULATIONS: The following rules and regulations setting forth uniform requirements for wastewater contributors to the District's collection, treatment, and disposal systems; establishing terms and conditions for new and existing sewer services, and providing the policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District; are hereby adopted, and all work in respect thereto shall be performed as herein required and not otherwise, unless modified and adopted by ordinance or resolution, as applicable, by the Board of Directors of the District. Notwithstanding the above, in order to facilitate eventual transition of ownership of the District's facilities to the City of Santa Rosa, the Board of Directors or the General Manager may accept compliance with the City of Santa Rosa's requirements for wastewater contributors to the District's collection, treatment, and disposal systems, or terms and conditions for new and existing sewer services, or policy and direction for the design, inspection, and construction of all sanitation works to be accepted, owned, and operated by the District, as complying with the District's rules and regulations herein, upon a finding that the City's requirements, together with any additional conditions if determined by the Board of Directors or the General Manager to be necessary, are adequate to protect public health and the environment.

With respect to installation, alteration, or repair of sewer facilities, this Ordinance shall not, except as otherwise provided herein, apply retroactively and, in the event of an alteration or repair hereafter made, it shall apply only to the new materials and methods used therein. However, this Ordinance shall apply retroactively with respect to sewer use as set forth in Articles VI, IX, and X.

SECTION V

The Occidental County Sanitation District Sanitation Code Ordinance, the Sonoma Valley County Sanitation District Sanitation Code Ordinance, and the South Park County Sanitation District Sanitation Code Ordinance are amended to read as follow:

A. Specified sections of Article II – Definitions and Abbreviations are amended, deleted, and added to read:

SECTION 2.01 – DEFINITIONS:

Onsite Wastewater Treatment System(s) shall mean individual disposal systems, community collection and disposal systems, and alternative collection and disposal systems that use subsurface disposal. The short form of the term may be singular or plural. OWTS do not include “graywater” systems pursuant to Health and Safety Code Section 17922.12.

SECTION 2.03 – ABBREVIATIONS:

OWTS

Onsite Wastewater Treatment System(s)

B. Specified sections of Article III – General Conditions For Sewer Service are amended to read:

SECTION 3.04 – UNLAWFUL DISPOSAL: It shall be unlawful to construct or maintain within the District boundaries any privy, privy vault, cesspool, seepage pit, or any other type of Onsite Wastewater Treatment System that is not in compliance with current County requirements for onsite wastewater treatment systems.

Existing onsite wastewater treatment systems within the District boundaries that meet County Code requirements for new systems or for which continued use is allowed under County requirements, may be maintained or repaired as authorized by County requirements, or replaced in the same location or another County approved location, but may not be expanded to add capacity. Any replacement of such systems must be with a system that meets current County Code requirements for new systems.

Graywater systems, and other Alternate Water Source systems, as defined in Chapter 16 of the California Plumbing Code, and complying with current County requirements, are not subject to this Section 3.04.

New on-site wastewater treatment systems may be constructed and maintained within the District boundaries under the following conditions:

1. The facilities shall be in compliance with current County requirements and not increase capacity, and
2. The facilities shall be constructed under a permit issued by the Sonoma County Permit and Resource Management Department, and
3. The structure to be served is, or would be, more than 300 feet from a property line fronting a sewer main, and
4. The applicant shall sign and record, at the applicant's expense, an agreement with the District stating that when a new future public collector main sewer is constructed within a public right-of-way to within 300 feet of the structure(s), the owner of the structure(s) shall at their expense, obtain permits from the Sonoma County Permit and Resource Management Department, disconnect from, and abandon, the existing on-site system and reconnect to the new public collector main sewer in accordance with the District Standards, and
5. The General Manger, or the General Manager's designated staff, shall issue a written finding of infeasibility of making connection to a public main sewer, the basis for the finding of infeasibility, and with a statement of not objecting to the Sonoma County Permit and Resource Department's issuance of a permit to allow construction of an on-site septic treatment and disposal facility conforming to County Standards. The finding of infeasibility shall be based on documentation provided by the Applicant demonstrating either economic hardship, technical infeasibility, or both.

SECTION VI

- A. If any portions of these Ordinances are for any reason held invalid by a court of competent jurisdiction, the remainder of the Ordinances, including application of such part or provisions to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of the Ordinances are severable.
- B. The Boards of Directors of the Sonoma County Water Agency and the County Sanitation Districts, County of Sonoma, hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subdivision, paragraph, sentence clause, or phrase are held unconstitutional, invalid or unenforceable.
- C. These Ordinances shall be effective thirty (30) days after adoption.

In regular session of the Boards of Directors of the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, and the South Park County Sanitation District, State of California, introduced on _____, 2013, and adopted after an opportunity for public comment this ____ day of _____, 2013, on regular roll call of the members of said Boards by the following vote:

DIRECTORS, SONOMA COUNTY WATER AGENCY, OCCIDENTAL COUNTY SANITATION DISTRICT, RUSSIAN RIVER COUNTY SANITATION DISTRICT, SOUTH PARK COUNTY SANITATION DISTRICT:

ZANE:	GORIN:	RABBITT:	MCGUIRE:	CARRILLO:
Ayes	Noes	Absent	Abstain	

WHEREUPON, the Chair declared the above and foregoing ordinances duly adopted and **SO ORDERED**.

By: _____
Chair, Boards of Directors

In regular session of the Board of Directors of the Sonoma Valley County Sanitation District, State of California, introduced on _____, 2013, and adopted after an opportunity for public comment this ____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

DIRECTORS, SONOMA VALLEY COUNTY SANITATION DISTRICT:

ZANE:	GORIN:	SANDERS:
Ayes	Noes	Absent
		Abstain

WHEREUPON, the Chair declared the above and foregoing ordinances duly adopted and **SO ORDERED**.

By: _____
Chair, Board of Directors

ATTEST:

By: _____
Clerk of the Boards



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 of Sonoma County

Board Agenda Date: November 12, 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: State Conditional Release Program

Recommended Actions:

Authorize the Director of Health Services to return operation of the Conditional Release Program, which provides mental health treatment services for court-ordered individuals, to the state.

Executive Summary:

The Conditional Release Program (CONREP) is administered by the Department of State Hospitals (DSH) to provide a local system of community-based mental health treatment services for court-ordered individuals, mostly those adjudged not guilty by reason of insanity. Mandated as a state responsibility by the Governor's Mental Health Initiative of 1984, the program began operation on January 1, 1986. The goal of CONREP is to ensure greater public protection in California via an effective, standardized, and comprehensive community based outpatient system of assessment, treatment, and supervision services. The state contracts for local CONREP services which are administered by county jurisdiction, and provided by either county agencies (18 counties) or by private for-profit or non-profit community based organizations (40 counties). Since 1986 DSH has contracted with Sonoma County to provide local CONREP services, with the state responsible for funding 100 percent of the costs associated with the program. The current contract has a term from July 1, 2012 to December 31, 2013 and a maximum contract amount of \$1,087,688.

Sonoma County CONREP has provided services to 146 individuals since the program began. The total number of clients in the Sonoma County CONREP program in FY 11-12 and FY 12-13 was 27 and 31, respectively. In FY 13-14 the program plans to serve about 27 to 30 individuals.

Historically, the Department has enjoyed a positive working relationship with state CONREP program administration. Over the last few years, state CONREP has experienced turnover in administrative and fiscal leadership and, like many state programs, has faced budget reductions. In addition, CONREP was included in the 2007 Department of Finance, Office of State Audits and Evaluations audit of the Department of Mental Health. The audit identified a lack of fiscal controls and policies and procedures that would ensure the effective use of funding and resources. Since then, state CONREP staff has been

working to respond to the audit with a plan of correction.

The changes in state CONREP staffing, state budget issues, and the mandate to improve fiscal management have resulted in two important impacts on the local program. First, the Department is not receiving full reimbursement for the cost of operating CONREP. For FY 11-12 and FY 12-13, program costs of approximately \$29,000 and \$111,000, respectively, were not reimbursed by the state. Un-reimbursed program costs of \$62,785 are estimated for the first half of FY 13-14, at which time the current agreement expires. Second, the state is implementing a change in the reimbursement process with a target implementation date of January 2014. The new approach to reimbursing CONREP contractors (including counties) shifts from an operating cost basis to a fee-for-service claiming methodology. This approach imposes state-defined maximums for the amount of per-client services, by service type, allowed in a given time period, with approval to bill for additional services required from DSH.

Given the increased fiscal risks, which in the past two years have totaled \$140,000 and is expected to increase with the implementation of the new claiming process, the Department requests authorization to return operation of the Conditional Release Program to the state. The state will be responsible for securing another service provider.

The transition of local CONREP services to a non-county organization will impact both clients and staff. Impacts on clients will be mitigated by implementing a thoughtful clinical transition or handoff to the new provider as designated by the state. As previously noted, the state contracts with private organizations to provide CONREP services in 40 of the 58 California counties.

The CONREP staffing allocation includes 3.80 FTE permanent employees supplemented by a contract psychiatrist and extra-help Licensed Clinical Social Worker (LCSW)/Marriage and Family Therapist (MFT). The staffing is outlined below:

Job Classification	FTE
Health Program Manager	1.00
Behavioral Health Clinician (LCSW/MFT)	1.00
Behavioral Health Clinician (LCSW/MFT)	0.80
Secretary	1.00
Contract Psychiatrist	N/A
Extra-Help Behavioral Health Clinician	N/A
Total FTE	3.80

The Department will mitigate the impact on permanent staff by reassigning to other programs within the Department where vacancies exist in affected job classifications or otherwise mitigate with no adverse impact on the employee.

In order to transition the CONREP services in Sonoma County to another provider, the state will implement a procurement process to select the new contracting organization. The Department will work closely with the state as it identifies a new contractor and cooperate in the transition of the clients and the program.

The Department worked closely with the District Attorney's Office, Public Defender, and County Counsel in planning for the discontinuance of Sonoma County's operation of the Conditional Release Program.

Conditional Release Program Background

The clients served by CONREP in Sonoma County are individuals adjudicated Not Guilty by Reason of Insanity (Penal Code, § 1026), Mentally Disordered Offenders (both Penal Code § 2964 parolees who have served a prison sentence and Penal Code § 2972 individuals who are civilly committed for at least one year after their parole period ends), Felony Incompetent to Stand Trial (Penal Code § 1370, court approved outpatient placement in lieu of state hospital placement), and Mentally Disordered Sex Offenders (Welfare & Institutions Code, § 6316).

Statewide data shows that CONREP clients are typically young males (77% are 18-44 years old) with severe mental disorders (66%) who have committed violent felonies (85%). These individuals have moderate arrest histories (5.5 average prior arrests) and most (885 individuals) have entered from state hospitals. Many are well known to local mental health providers in their home counties, having been in and out of treatment for years.

Most CONREP clients have experienced lengthy stays at state hospitals. Once psychiatric symptoms have been stabilized and clients are no longer considered to be a danger to themselves or others, the state hospital medical director may refer eligible patients to outpatient treatment under conditional release. Following judicial approval for outpatient treatment, clients must agree to follow a treatment plan which is designed, implemented, and monitored by the local outpatient supervisor and approved by the committing court. The treatment plan includes provisions for involuntary local outpatient services and an array of mental health services. These services are provided by Sonoma County CONREP staff and include individual and group therapies, case management, and random substance abuse screenings. In addition, Sonoma County CONREP provides quarterly court reports as well as annual case reviews. Clients who do not comply with the ordered treatment may be returned, upon court approval, to inpatient hospitalization status at state expense.

Research has shown that 27 percent of a sample of persons released from state hospitals without going to CONREP re-offended within 2 years. The re-offending rate for individuals enrolled in a CONREP program is six percent. Additionally, CONREP individuals demonstrate significant improvement in employment, social support, and independence ratings after one year of CONREP community treatment. Finally, CONREP individuals demonstrate very low levels of substance abuse while in the program. These positive results pertain equally to state and county administered programs.

Prior Board Actions:

October 12, 2010 – Authorized execution of CONREP Agreement; March 15, 2011 – Authorized execution of amendment to CONREP Agreement; June 21, 2011 - Authorized execution of amendment to CONREP Agreement.

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 875,336	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 749,766
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$ 125,570
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 875,336	Total Sources	\$ 875,336
Narrative Explanation of Fiscal Impacts (If Required):			
<p>Un-reimbursed program costs of \$62,785 are estimated for the first half of FY 13-14. To fill the funding gap between state/federal funding and the budgeted amount, blended funding of Mental Health 1991 Realignment and Medi-Cal are utilized and costs are claimed to the appropriate source. If the Department were to continue operating the program under contract with the state through the remainder of FY 13-14, total un-reimbursed program costs for this fiscal year are estimated to be in excess of \$125,570.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
N/A			
Attachments:			
None			
Related Items "On File" with the Clerk of the Board:			
None			



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): Permit Resource and Management Department

Staff Name and Phone Number:

Amy Lyle, 565-7389

Supervisorial District(s):

1st and 4th

Title: Application for Regional Planning Funds for planning efforts within Sonoma County.

Recommended Actions:

Resolution authorizing PRMD staff to submit applications for Priority Development Area Grant funding from the Sonoma County Transportation Authority, for the preparation of plans for one or more areas within the County.

Executive Summary:

The Metropolitan Transportation Authority (MTC) has allocated \$1,447,000 in Federal Surface Transportation Program (STP) funds for use within Sonoma County as part of the One Bay Area Grant (OBAG), adopted by MTC in May, 2012. OBAG is a new funding approach that better integrates the region's federal transportation program with California's climate law (SB 375) and the Sustainable Communities Strategy, adopted by the Association of Bay Area Governments (ABAG). As part of the Sustainable Community Strategy ABAG has designated Priority Development Areas, Rural Investment Areas, and Employment Investment Areas. The available grant funds are to be used within these areas for the planning of jobs and housing; intensified land use; promoting alternative modes of travel to the single occupancy vehicle; and parking management. The overall purpose of the grant funds is to support investment in the transportation system; therefore, a nexus to transportation is required. It is anticipated that adopted plans that include a transit oriented focus will make these areas more competitive for additional funding of identified transportation improvements. The grant guidance provides the following criteria for eligible planning activities:

1. Planning for mixed income near transit: increasing affordability with location efficiency
2. Station Area/PDA Planning (ie Specific or Precise Plan with EIR)
3. Transit and employment
4. Transit corridors and Transit Oriented Development
5. Families and Transit Oriented Development: Complete Communities
6. Expanding housing opportunities near transit
7. Parking management and pricing connected to new land uses

8. Bicycle and pedestrian planning connected to new land uses

There are twelve designated PDAs in Sonoma County, eight of which are in the unincorporated area. The eight designated areas in the unincorporated area of Sonoma County include the: Airport Business Park Employment Center; Forestville, Graton, Guerneville, Larkfield, Penngrove, and The Springs Rural Investment Areas; and, the joint City/County Roseland Priority Development Area.

PRMD had already submitted letters of interest for planning efforts in two of the areas (Airport and Springs) based on the grant funding criteria and discussions with SCTA staff. The SCTA is the entity that will evaluate and the grant applications, subject to final approval by Caltrans. Based on the letters of interest, SCTA has invited us to submit full applications. No other communities submitted letters of interest, however, there may be an opportunity to submit an additional application in this round or in future rounds if the funding is not allocated.

The Sonoma Valley Springs Area, which includes the unincorporated communities of Boyes Hot Springs, Fetters Hot Springs, El Verano, and Aqua Caliente was designated as a "Rural Investment Area" by the ABAG. This ethnically diverse community was formerly designated as a Redevelopment Area and is known to be underserved. The community is in need of increased affordable housing opportunities, bicycle and pedestrian facilities, and access to transit. PRMD staff is requesting \$450,000 for development of a Springs Area Plan and associated environmental document.

The Airport Industrial Area has great potential to become a multi-modal transportation hub with access to the Sonoma County Airport, Highway 101, planned bicycle and pedestrian facilities, and the Sonoma-Marin Area Rail Transit (SMART) corridor with a potential rail station. This area was designated as an "Employment Investment Area" by ABAG. The potential SMART station is the central component to this grant application. PRMD staff is requesting \$350,000 to develop a Station Area Plan and to amend the existing Airport Industrial Specific Plan to evaluate an integrated transportation system and other infill land use opportunities.

The Roseland Area is currently the focus of a Community Transformation Grant, managed by the Health Services Department. \$40,000 has been allocated for planning efforts to improve community design to enhance walking, bicycling, and active transportation; as well as increase access to healthy food and increasing safety. There may be an opportunity, in partnership with the City of Santa Rosa, to expand the current planning effort to explore housing opportunities near transit and address bike and pedestrian connections. Staff initiated discussions with Santa Rosa city staff on this potential opportunity, but was not able to develop a proposal for deadline for the letters of interest in this round. However, since no other grant requests were submitted, there may be an opportunity to submit an additional application in this round or in a subsequent round.

The attached draft resolution authorizes PRMD staff to submit applications for the Sonoma Valley Springs Area and the Airport Business Park Employment Center Area and the Roseland area, in partnership with the City of Santa Rosa.

Grant requests include funding for project management, administration, planning consultants, public outreach and environmental review. PRMD staff will be the main recipient of the grants and will

manage the projects, including any associated contracts. Any necessary budget adjustments will be brought forward in future quarterly consolidated budget adjustment items.

Prior Board Actions:

The Board previously approved the applications for designating the eight Priority Development Areas in May 2012.

Strategic Plan Alignment Goal 3: Invest in the Future

Grant applications will create planning opportunities that support affordable housing and greater access to transit corridors and bicycle and pedestrian facilities consistent with local and regional planning needs.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 100,000	County General Fund	\$ 100,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 100,000	Total Sources	\$ 100,000

Narrative Explanation of Fiscal Impacts (If Required):

Grant applications require a local match of no less than 11.47% of the total project budget. Applications will identify local match to be "in kind" funds from the County General Fund as currently budgeted. The matching fund effort consists of PRMD staff time funded by existing Comprehensive Planning budget, if granted these projects would be integrated into the Comprehensive Planning Work Plans in FYs 14-16. Estimated project time frames are approximately two years once funds are awarded.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):
NA
Attachments:
Board of Supervisors Resolution
Related Items "On File" with the Clerk of the Board:
Regional Planning Fund Grant Program Guidance Documents



County of Sonoma
State of California

Date: November 12, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board of Supervisors Of The County Of Sonoma, State Of California Approving and Certifying the Permit and Resource Management Department's filing of applications for "Priority Development Area" Grant Funding From the Sonoma County Transportation Authority

Whereas, Senate Bill 375, known as the Sustainable Communities and Climate Protection Act of 2008, defines implementation requirements to reduce greenhouse gas emissions from vehicles through better coordination between transportation and land use planning; and

Whereas, the Association of Bay Area Governments adopted the Sustainable Communities Strategy which designates Priority Development Areas, Rural Investment Areas, and Employment Investment Centers within Sonoma County where increased densities of housing and transit opportunities exist with a goal of integrating land use and transportation activities in order to reduce automobile travel and greenhouse gas emissions; and

Whereas, the Metropolitan Transportation Commission adopted the One Bay Area Grant (OBAG) program by Resolution 4035 on May 17, 2012 providing guidance for the allocation of federal transportation funds, in line with the Sustainable Communities Strategy, to the Sonoma County Transportation Authority; and

Whereas, the Springs Area of Sonoma Valley was designated as a Rural Investment Area," the Airport Industrial Area as a "Employment Investment Center," and the Roseland area a "Priority Development Area" within the Sustainable Communities Strategy; and

Whereas, the grant funds would enable the development of a Sonoma Springs Area Plan, with the appropriate California Environmental Quality Act analysis, to accomplish the following goals: 1) guide development of the Sonoma Springs area resulting in a more complete and compact community with a mix of residential and non-residential infill development; 2) facilitate an increase in bicycle/pedestrian paths and transit opportunities to link residential areas to jobs; and 3) evaluate automobile parking needs for residential and commercial uses, in the context of transit oriented development; and

Resolution #

Date:

Page 2

Whereas, the grant funds would enable the development of an Airport Station Area/Specific Plan to evaluate multi-model transportation opportunities within the Airport Industrial Area, working collaboratively with the Sonoma-Marin Area Rail Transit, to identify sites for a train station, support facilities, and possible funding mechanisms; and

Whereas, the grant funds would enrich current planning efforts to create a more transit oriented community with both housing and job opportunities within the Roseland Priority Development Area, in cooperation with the City of Santa Rosa; and

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

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

1. Approves the filing of applications for Priority Development Area Grant funds for the planning efforts within the Sonoma Springs Area, Airport Industrial/Employment Area, and the Roseland Area, with appropriate environmental analyses.
2. Appoints the Director of the Sonoma County Permit and Resources Management Department or his/her designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned projects.

PASSED AND ADOPTED by the Board of Supervisors, of the County of Sonoma, on this 12 day of November, 2013 on the following vote:

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: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Fee Waiver

Recommended Actions:

Approve fee waiver in the amount of \$1431.97 for barrier removal project at Forget Me Not Farm. (Fifth District)

Executive Summary:

Forget Me Not Farm is a 501(c)3 organization benefitting children and animals with its educational mission. The fee waiver covers permit fees for the Farm's ADA accessible pathway project.

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	\$ 1431.97
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$ 1431.97

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Fee Waiver application

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

None.

SUBMIT TO:
 Board of Supervisors
 575 Administration Dr, Ste 100A
 Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Carol Rathmann
First Middle Last

Mailing Address: 5345 Highway 12 West Santa Rosa CA 95407
Number, Street, Apt/Suite City State Zip

Phone: (707) 577 - 1913 Email: crathmann@sonomahumane.org
Area Code, Number

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Sonoma Humane Society (Project: Forget Me Not Farms Childrens Services)

Mailing Address: 5345 Highway 12 West Santa Rosa CA 95407
Number, Street, Apt/Suite City State Zip

Phone: (707) 542 - 0882 Email: crathmann@sonomahumane.org
Area Code, Number

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project/activity/event location (select all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
District office to receive request (select only one)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

City Special District Other Local Government
 School Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: One Time Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
RRMD	barrier removal permit	1431.97

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /			
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax Sales Tax Special Assessment
 User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.



 Authorized Signature

Kiska Icard, Executive Director

 Title

10 / 29 / 2013

 Date



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

Eligible for fee waivers	Ineligible for fee waivers
Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)	Flood elevation program fees
	Other county department fees
	Other governmental agencies – unless they can demonstrate an inability to pay the county fee
Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee	Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event

4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

5. Fee Waiver Request Form

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.



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 Supervisors

Board Agenda Date: November 12, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisor Efren Carrillo 565-2241

Supervisorial District(s):

Fifth

Title: Board Sponsorship

Recommended Actions:

Approve board sponsorship in the amount of \$1302 for West County Community Services annual free Thanksgiving dinner at the Guerneville Veterans Memorial Building on November 27th and 28th, 2013. (Fifth District)

Executive Summary:

The Board has sponsored the hall rental for the free Thanksgiving meal for many years in Guerneville. This event is run by volunteers and community members donate food and financial support.

Prior Board Actions:

This fee waiver has been approved for many sequential years, stretching back decades

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	\$ 1302
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$	Total Sources	\$ 1302

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Fee Waiver application

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

None.

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
CFA / N/A	sponsor veteran's hall	1302-

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ /	County of Sonoma	Rental-auditorium/Kitchen	\$1,302 ⁰⁰
/ /			
/ /			
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

- Property Tax
 Sales Tax
 Special Assessment
- User Fees

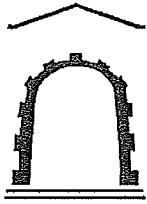
Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.


 Authorized Signature
 10 / 8 / 13
 Date

CEO
 Title



guerneville veterans hall

a project of River to Coast Children's Services

Rental Reservation Form & License

16255 First Street
PO Box 16
Guerneville CA 95446

Phone: (707) 604-7725
Fax: (707) 869-2616
Email: dcameron@rccservices.org

Reservation #: 21153

Event Name: Community Thanksgiving
Event Type: Non-Profit

Customer Details

Contact Name: Mary Kaye Gerski
Address: WCCS
477 Petaluma Avenue
Sebastopol, CA 95472
Phone: (707) 823-1640
Fax: (707) 823-1642
Email: marykaye.gerski@community-
family-services.org

Event Details:

Charging Admission?
 Amplified Sound (music, PA etc.) ?
 Table Seating?
 Food/beverages served?
 Alcohol Served?
(A liquor license is required for public events with alcohol and private events that include the sale of alcohol or an admission/entry fee)
Alcohol Start Time
Alcohol End Time

Vendor/Booth Fee?

READ & INITIAL EACH SECTION

CONTRACT HOURS

1. The time of rental begins when renter arrives to set-up and ends once renter leaves, following clean-up.
2. Individuals associated with your event will not be permitted to access the facility before or after times reserved, similarly facility equipment will not be available before or after the times reserved.
3. No events can extend beyond 12am, except for cleaning purposes, exceptions may be made at the sole discretion of River to Coast Children's Services.

INITIAL *mkg*

DEPOSIT

1. A refundable deposit will be charged and is required to secure your reservation.
2. This deposit guarantees that the rental space will be reserved for the date and times specified and that additional clean-up fees are covered. Any damages in excess of the total deposit will be assessed separately.
3. If no deductions are made, your deposit will be refunded within 30 days after the event.

INITIAL *mkg*

RENTAL FEES

1. Rental fees cover the time the renter is in the building, including set-up, clean-up and over-night (if applicable).
2. The full rental fee is due 30 days prior to the rental date.
3. Rental fees include use of chairs and tables.

INITIAL *MEG*

CANCELLATION

1. If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by River to Coast Children's Services.
2. If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.
3. If the event is cancelled 15-30 days of the date held, 50% of the rental fee will be retained.
4. If the event is cancelled within 15 days of the date held, 100% of the rental fee will be retained.

INITIAL *MEG*

ADDITIONAL FEES

1. BEYOND CONTRACT HOURS: if your event runs beyond contracted hours an additional fee of 1.5 times the contracted hourly rate will be charged.
2. EQUIPMENT SERVICES: there may be additional fees applied for rental options (additional rooms, equipment, staff etc.)

INITIAL *MEG*

GUM

1. Gum is not allowed in the facility or its outside areas at any time.

INITIAL *MEG*

SAFETY POLICIES

1. All fire exits must be accessible at all times with a 4 foot corridor to each.
2. All children must be accompanied by an adult.
3. Kitchen areas must be accessible by building staff and must never be left unattended while appliances are in use.
4. Extension cords are the responsibility of the renter, RCCS will not be liable for any unsecured tripping hazard as a result of renters using extension cords.

INITIAL *MEG*

'AS IS' CONDITION

1. The Guerneville Veterans Hall is rented 'as is'.
2. If a renter wishes the hall to be altered or prepared for them, this must be negotiated separately and a fee will be applied.
3. Renters must return the facility to the condition in which it was found.

INITIAL *MEG*

DECORATING

1. Decorations may not in any way damage or permanently alter the facilities.
2. Candles may be used with permission only and no open candles are allowed
3. All decorations must be removed before leaving including all tape, thumb tacks, push pins etc.

INITIAL *MAJ*

CLEAN-UP/ JANITORIAL CHECK-OUT

1. The renter is responsible for leaving the facility in a clean condition in accordance with the provided 'Cleaning Check-list'. If additional cleaning is needed, the renter will be charged a fee which will be deducted from the deposit.
2. Report any damages to the building manager.
3. Return the key (if issued one) to a member of RCCS staff or place it in the dropbox located across the street at RCCS' main office.

INITIAL *MAJ*

RESERVATION DETAILS

DAY	DATE	TIME-IN	DATE	TIME-OUT	ROOM	HOURS	RATE	SUBTOTAL
Wednesday	11/27/13	17.00	11/29/13	12.00	Auditorium	35	26.00	910.00
Thursday	11/28/13	08.00	11/29/13	12.00	Kitchen	28	14.00	392.00

1302.

Sub-Total:	1302.00
Additional Charges:	
GRAND TOTAL:	1302.00
DEPOSIT DUE (IN 14 DAYS):	200.00

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES.

The signed/dated reservation and deposit must be returned within two weeks of the date on the cover letter/email or this requested reservation will be cancelled without further notice.

NAME: *Mary Kaye Gerske*

SIGNED: *Mary Kaye Gerske*

DATE: 10-3-13

PLEASE REVIEW THE DETAILS OF THIS RESERVATION:

If any of the information is incorrect, or if you have questions or concerns, please call us at (707) 604-7725. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM along with a check made payable to "River to Coast Children's Services" for the amount shown above.

Thank you for scheduling your event with us. We look forward to working with you!

LICENSE AGREEMENT, CONDITIONS AND REQUIREMENTS
FOR USE OF THE GUERNEVILLE VETERANS MEMORIAL BUILDING



(TENANT OF COUNTY OF SONOMA)

River to Coast Children's Services
Attn: Executive Director
PO Box 16
Guerneville, CA 95446

1. **AUTHORITY.** River to Coast Children's Services ("RCCS") manages use of the Guerneville Veteran's Memorial Building located in the town of Guerneville, California pursuant to a Lease Agreement with the owner of the Building, the County of Sonoma ("County"). Pursuant to the Lease Agreement, RCCS is authorized to execute license agreements with persons and entities interested in using the Building. This license agreement ("Agreement") is entered into by RCCS and WCCS ("Licensee") pursuant to this authority.

2. **AGREEMENT SUBJECT TO LEASE.** This Agreement is subject to all requirements of the Lease between RCCS and County or any successors thereto, including but not limited to the Reservations to County provisions in said Lease.

3. **PAYMENT.** Licensee shall pay RCCS for the use of the Building facilities as specified in the reservation documents detailing Licensee's planned use. Checks shall be made payable to River to Coast Children's Services. All payments are due 30 days in advance of event.

4. **NON LIABILITY OF RCCS OR COUNTY.** RCCS or County, their officers, agents, and employees, shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against RCCS and County, their officers, agents, and employees, unless such injury or damage is cause by or due to the sole negligence or willful misconduct of RCCS or County, their officers, agents, and employees.

5. **INDEMNIFICATION.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release RCCS and County, their agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with the actions or inactions or performance of Licensee or its agents, employees, contractors, subcontractors or invitees hereunder, whether or not there is concurrent negligence on the part of RCCS or the County, but excluding liability due to the sole active negligence or sole willful misconduct of RCCS or the County. 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 Licensee or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6. **TRANSFER OF MANAGEMENT OF FACILITIES.** Should County transfer the operation and management of the facilities covered by this Agreement to an entity other than RCCS during the term of this Agreement, this Agreement shall remain in full force after any such transfer.

7. **INSURANCE.** At all times during the life of this Agreement the Licensee shall maintain at its own expense the insurance specified below:

- a) Workers' compensation and Employers Liability Insurance:
 1. Required if Licensee has employees.
 2. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 3. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 4. Required Evidence of Coverage:
 - i. Certificate of Insurance.

If Licensee currently has no employees, Licensee 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.

- b) **General Liability Insurance:**
 - 1. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
 - 2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
 - 3. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by RCCS. Licensee is responsible for any deductible or self-insured retention.
 - 4. RCCS and the County of Sonoma, their officers, agents, employees, shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent). The insurance provided to RCCS and County additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
 - 5. The policy shall cover inter-insured suits between RCCS and/or County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - 6. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.
- c) **Liquor Liability Insurance: (for events with alcohol.)**
 - 1. Insurance may be in the name of Licensee or Licensee's caterer.
 - 2. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence: \$1,000,000 Aggregate.
 - 3. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by RCCS. Licensee is responsible for any deductible or self-insured retention.
 - 4. Required Evidence of Coverage:
 - i. Certificate of Insurance, which must be provide to RCCS thirty (30) days prior to event.
- d) **Standards for Insurance Companies:**
 - i. Insurers shall have an A.M. Best's rating of at least A:VII.
- e) **Documentation:**
 - 1. The Certificate of Insurance must include the following reference:
Event Name: Community Thanksgiving Date: 11/27/13
 - 2. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with RCCS for the required period of insurance.
 - 3. The names and addresses for Additional Insured endorsements and Certificates of Insurance are: (a) the County of Sonoma, its officers, agents, employees and Management Entity; Sonoma County Regional Parks, 2300 County Center Drive, Suite A120, Santa Rosa, CA 95403; (b) River to Coast Children's Services, 16300 1st Street, Guerneville, CA 95446.
 - 4. Required Evidence of Coverage 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.
 - 5. Licensee 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.
 - 6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- f) **Policy Obligations:**
 - Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- g) **Material Breach:**
 - If Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. RCCS may terminate this Agreement and obtain damages from Licensee resulting from said breach.

8. **EVENTS WITH ALCOHOL.** In addition to liquor liability insurance required pursuant to the above, for events with alcohol, Licensee must comply with the conditions attached hereto as Exhibit A.

9. **EXPIRATION OF LICENSE.** At the expiration of the time of use of the facilities herein above set forth, Licensee shall quit the facilities of the County and return to RCCS all equipment and facilities procured from RCCS, which premises, equipment, and the facilities shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use. Licensee shall reimburse RCCS or County of Sonoma for any equipment or facility damaged during the use of said facility as specified herein.

10. **COMPLIANCE WITH LAWS.** Licensee, its agents, and employees shall comply with all rules and regulations prescribed by RCCS for the use and occupancy of the facilities of County, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. Licensee

shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.

11. **ASSIGNMENT.** No assignment of this sub-license or any duty or interest hereunder shall be made by Licensee without the prior written consent of RCCS.

12. **PROGRAM REQUIREMENT.** Licensee shall file with RCCS at least thirty (30) days prior to holding the performance or function for which this sub-license is issued, a full and detailed outline of all activities required, all stage and equipment requirements, the hall and chair set-up and such other information as may be required by RCCS concerning such function. Licensee shall make an appointment to meet with RCCS staff at event location to review rental and set up requirements prior to performance or function.

13. **SEATING CAPACITY.** The seating capacity of each facility or portion thereof is on file with RCCS and incorporated herein by this reference. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of RCCS and the Fire Marshall in this respect shall be final.

14. **CONCESSION SALES.** RCCS reserves the right to operate the parking lots, box office concessions, check rooms, and any food or beverage concession; provided, however, that RCCS may, in writing, authorize Licensee to operate any of the aforesaid upon such terms as RCCS may deem proper.

15. **ACCESS.** RCCS or County shall have the absolute right to enter the premises herein specified, or any portion thereof, at all times.

16. **CONTROL.** In renting the facility to the Licensee, it is understood RCCS or the County do not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. The decision of RCCS's representatives, as to required staffing, and the number of persons that can safely and freely move about in said licensed space, shall be final.

17. **SECURITY.** Licensee shall be required to provide and pay for 0 police and 0 private security personnel to be present for the safety of the public during use of the premises.

18. **OBJECTIONABLE PERSONS.** RCCS and County reserve the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither RCCS nor County, nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise of such right.

19. **BROADCASTING.** No events or portions of events shall be taped, broadcast or televised without the prior written consent of County.

20. **STORAGE.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises or stored on such premises either prior to, during or subsequent to the use of the facilities by Licensee, County and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither County, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

21. **OBSTRUCTIONS.** No portions of the sidewalks, entries, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed, or caused to be obstructed, by Licensee or caused or permitted to be used for any purpose other than ingress or egress to and from the facilities. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building, including hallways, passageways, also radiators and house lighting attachments, shall in no way be obstructed by Licensee.

22. **LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY.** Licensee shall be liable to County for any loss or damage to the premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

23. **FLAMMABLE MATERIALS.** No flammable materials such as bunting, tissue paper, etc., shall be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted.

24. **DEFAULT.** Should the Licensee default in the performance of any of the terms and conditions of this License, the Manager, at his/her option, may in addition to other legal remedies available immediately terminate this License. In such event, Licensee shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the premises at the time, or times, specified in this License. Any deposit made by Licensee to RCCS shall be retained by RCCS and considered liquidated damages.

25. **COUNTY IS THIRD PARTY BENEFICIARY.** County is a third party beneficiary of this Agreement and may enforce or implement its terms as specified herein. There are no other third party beneficiaries.

26. **CONTRACT ADDITIONS.** Additional provisions or modifications may be attached to this Agreement and, when signed, shall be binding on the parties.

27. **CANCELLATION BY RCCS OR COUNTY.** In addition to the right to terminate this Agreement upon Licensee's default, the RCCS or County shall have the right to terminate part or all of this Agreement at any time, in the following circumstances:

- a) Upon thirty (30) days' written notice,
- b) Immediately without notice if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, the Manager or other local, state or federal official determines that the facility is required for public necessity or emergency use, or major disaster including but not limited to flood, earthquake or pandemic health emergency.
- c) Immediately without notice if the facility is destroyed or damaged or should a strike occur.

Neither RCCS nor County nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by RCCS or County of any of their rights to cancellation pursuant to this section. Upon cancellation by RCCS or County, any deposit made by Licensee may be refunded at RCCS's or County's discretion.

28. **CANCELLATION BY LICENSEE.** The Licensee is liable for the following amounts in the event of cancellation by Licensee: a) If the event is cancelled ninety (90) days or more from the date held, fifty percent (50%) of the deposit shall be retained by RCCS; b) if the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained by RCCS; c) if the event is cancelled between 15-30 days of the date held, Licensee shall forfeit fifty percent (50%) of the Rental Fee; d) if the event is cancelled within 15 days of the date held, Licensee shall forfeit one hundred percent (100%) of the Rental Fee.

29. **NONDISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or sexual orientation.

30. **NOTE: CHEWING GUM, GLITTER, CANDLES, AND SHOES ON THE WALL (S) ARE NOT PERMITTED IN THE FACILITIES AT ANY TIME.**

31. **CHANGES.** Any changes to the reservation must be made 30 days prior to the event.

32. **ALL PAPERWORK, INCLUDING PROOF OF INSURANCE, IS DUE 30 DAYS PRIOR TO THE EVENT.**

SIGN AND RETURN THIS LICENSE AGREEMENT AND ONE COPY OF RESERVATION.




Licensee

10-3-13

Date

Approved and agreed to:



River to Coast Children's Services
Executive Director or Authorized Agent

10/4/13

Date

EXHIBIT A

Conditions of Alcoholic Beverage Service

The following prerequisites and requirements apply to the service of alcoholic beverages at all events held on the Premises.

A. PUBLIC EVENTS

Public events are those events at which the general public is invited to attend, which require a fee for general attendance, or which sell food or alcoholic beverages for a fee or donation. Public events shall comply with all alcoholic beverage service requirements mandated by the State Department of Alcoholic Beverage Control and local law enforcement. Alcohol may not be otherwise served or consumed. Public events shall also comply with all requirements set forth in subsection C, below.

B. PRIVATE EVENTS

Private events are those events at which attendance is by invitation only, and that do not require a fee for attendance nor for the service of food or alcohol. All private events at which attendance is 100 or more persons shall be required to engage a licensed caterer to serve alcoholic beverages. Alcohol may not be otherwise served or consumed. As a condition to serving alcoholic beverages at such functions, the requirements set forth below and in subsection C must be satisfied in full:

1. The licensed caterer engaged to serve alcoholic beverages must submit the following information prior to the private event:

- Copy of current catering license
- Copy of Alcoholic Beverage Control authorization
- Copy of current insurance certificate
- Number of bartenders at event
- Hours the bar will be open (maximum 5 hours)

2. All alcoholic beverages shall be brought into the facility prior to start of the event, shall be stored securely at a common bar prior to service, and shall be served only from a common bar.

3. No service containers (bottles, aluminum cans, or pitchers) of alcohol shall be allowed on the tables, but shall remain at the common bar for service.

C. REQUIREMENTS APPLICABLE TO ALL PUBLIC AND PRIVATE EVENTS

The following additional requirements shall apply to the service of alcoholic beverages at both public and private events as well as private events with less than 100 in attendees.

1. Alcoholic beverage service shall terminate one (1) hour before the scheduled end of the event, unless the event is three (3) hours or less.

2. No alcohol shall be allowed outside the area identified by Tenant for the event. No alcohol shall be allowed in the parking lot unless the event is specific to the parking lot and alcohol is served and consumed in a designated area. California State Law prohibits the sale or service of alcoholic beverages to persons under 21 years of age. If minors are in possession of alcohol, the event will be closed immediately. Persons serving alcohol to minors during events held in Veterans Memorial Buildings are solely responsible for any criminal or civil penalties imposed. The County also reserves the right to close events in the case of minors being served alcohol, public drunkenness, concern for the safety of event participants, or related damage to the Veterans Memorial facilities.

3. Tenant shall provide Liquor liability Insurance for its own events with alcohol. The insurance may be in the name of the Tenant's caterer.

- Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; 1,000,000 Aggregate.
- 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.
- Required Evidence of Insurance: Certificate of Insurance
- Required documentation shall be provided to the General Services Department Director or his designee.



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County's major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

Eligible for fee waivers	Ineligible for fee waivers
Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.)	Flood elevation program fees
	Other county department fees
	Other governmental agencies – unless they can demonstrate an inability to pay the county fee
Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee	Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event

4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

5. Fee Waiver Request Form

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.