

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

TUESDAY

JANUARY 28, 2014

8:30 A.M.

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

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

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 25)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 3)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution commemorating the 50th Anniversary of the landmark Federal Wilderness Act. (Third District)
2. Adopt a Gold Resolution celebrating Ken Rossi as a determined man as well as a gifted and talented artist who has inspired Sonoma County and its residents. (Third District)

PRESENTATIONS AT DIFFERENT DATE

3. Adopt a Gold Resolution recognizing the contributions of Dr. William Hearn to the Russian River Watershed and its Salmonid populations. (Fifth District)

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

4. Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District to execute an amendment to the existing website maintenance agreement with Moore, Iacofano, Goltsman, Inc. (M.I.G.) for \$49,295, which will extend the term of the agreement to December 31, 2015 and add \$20,000 for continuation of support, for a contract total of \$69,295.

SONOMA COUNTY WATER AGENCY

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

5. Authorize the Chair to execute the first amended agreement for technical consultation services for development of Santa Rosa Plain Groundwater Management Plan with Parker Groundwater Technology, Innovation, Management, Inc. increasing the amount by \$74,800, expanding the scope of work to include additional meetings and initial implementation services, and extending the agreement term by six months for a new not-to-exceed agreement total of \$279,800 and end date of June 30, 2015.

CONSENT CALENDAR (Continued)

6. Authorize the General Manager of the Water Agency to execute an agreement with U.S. Geological Survey, U.S. Department of the Interior to provide training to the Water Agency on the Santa Rosa Plain Hydrologic Model for the amount of \$54,735; agreement terminates on October 31, 2015; and Authorize the General Manager of the Water Agency to terminate the agreement, if appropriate.

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, Rouse)

7. Authorize the Chair to execute an agreement with Eaton Corporation Electrical Services and Systems to provide as-needed maintenance services for low and medium voltage switchgears, transformers, and appurtenances for the amount of \$300,000; agreement terminates on September 30, 2016.

BOARD OF SUPERVISORS

8. Disbursement of Fiscal Year 2013-14 Third District Advertising Funds – Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Silver Tsunami Productions Inc., \$750, and the Kut Ups of Rohnert Park, \$500.
9. Adopt a Policy and template agreement for the use of Project Labor Agreements on future significant County construction projects.

CLERK-RECORDER-ASSESSOR

10. Adopt the Resolution authorizing consolidation of all districts that have submitted requests for consolidation, as provided by Elections Code §10402, and have measures or other matters to be placed before the voters on April 8, 2014. (Fifth District)

ECONOMIC DEVELOPMENT BOARD

11. Approve and authorize the Chair to execute a professional services agreement with the Cultural Planning Group to develop a cultural arts action plan to promote the arts and strengthen the Sonoma County cultural arts economy in an amount not to exceed \$76,000, through June 30, 2014.

FIRE AND EMERGENCY SERVICES

12. Authorize the purchase of one used 2009 fire engine from the Jackson Fire Department to serve County Fire-CSA#40 in the San Antonio Fire Service Area (Second District)

GENERAL SERVICES

13. Authorize the General Services Director to execute a Lease with Redwood Empire Dispatch and Communications Authority (REDCOM) for a 13 –year, 6-month term with one (1) option to extend for 10 years, for use of office space at 2796 Ventura Avenue, Santa Rosa, to provide emergency medical dispatch and ambulance dispatch services; and Make findings as required by Government Code Section 26227. (Third District)

HEALTH SERVICES

14. Authorize the Director of Health Services to execute an agreement with Decade Software Company, LLC for environmental health inspection tracking and accounting software system licensing, maintenance, setup, customization, and training for the period January 1, 2014 through December 31, 2016, in an amount not to exceed \$122,556.

INFORMATION SYSTEMS

15. Authorize the Information Systems Department Director to execute a Memorandum of Understanding with Superior Court of California to provide a data interface connection with Department of Motor Vehicles in the amount equal to the Superior Court’s costs.
16. Authorize the Chair to execute a three year agreement for Records Management Division of Information Systems Department to provide mail services to City of Santa Rosa; and Authorize the Information Systems Department Director to execute future revenue agreements or term extensions for Records Management to provide services to intergovernmental agencies and to amend the scope of work of existing agreements.

PROBATION

17. Authorize the Chief Probation Officer to execute an agreement with Evaluation, Management, and Training, Inc. (EMT) for program evaluation services for the period of January 29, 2014 through September 30, 2015, for a total not to exceed the amount of \$150,602.

SHERIFF’S OFFICE

18. Authorize the Chair to execute the first amendment to an agreement with the County of Santa Clara for acute inpatient mental health services to expand the scope of work, and authorize the Chair to sign any future amendments and modifications to the agreement that do not substantially change the content thereof, upon approval of County Counsel.
19. Approve a form agreement for bomb squad services for the following: (A) Establishing an annual per capita fee rate for agreements executed with cities, counties, and other public agencies; (B) Establishing an annual flat fee for agreements executed with educational institutions; (C) Based rates established in the annual fee ordinance for explosive ordnance removal (EOD) services provided on an as-needed basis for cities, counties, and other public agencies; (D) Authorize the Sheriff to execute such agreements with educational institutions, cities, counties, and other public agencies.

TRANSPORTATION AND PUBLIC WORKS

20. Adopt a Resolution authorizing the transfer of a section of the San Antonio Road (#47001) right-of-way to the State of California for use in the Marin/Sonoma Narrows State Highway Project and directing the Chair to execute a Quitclaim Deed and associated Right-of-Way Contract conveying said right-of-way. (4/5 vote required) (Second District)

MISCELLANEOUS

21. Approval of Minutes – (A) Minutes of the meeting of January 7, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, In-Home Supportive Services (IHSS) Public Authority, Industrial Development Authority, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Rio Nido Geologic Hazard Abatement District, Russian River County Sanitation District, Sonoma County Public Financing Authority, Sonoma County Water and Wastewater Financing Authority, Sonoma County Water Agency, South Park County Sanitation District and Board of Supervisors; and (B) Minutes of the meeting of January 7, 2014 of the Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Items 22 through 25)

22. Appoint Jeff Crouch to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on January 28, 2014 and ending on January 28, 2016. (Third District)
23. Reappoint Jan McFarland to the Sonoma County Agricultural Preservation and Open Space Advisory Committee effective February 21, 2014 and expiring on February 21, 2016. (First District)
24. Reappoint Shanti Edwards to the Agricultural Preservation and Open Space District Advisory Committee for a term of two years beginning January 28, 2014 and ending January 28, 2016. (Third District)
25. Reappoint Rabon Saip to the Advisory Council to Area Agency on Aging for a term of two years beginning January 28, 2014 and ending January 28, 2016. (Third District)

VI. REGULAR CALENDAR

(Items 26 through 32)

TRANSPORTATION AND PUBLIC WORKS
AND
SONOMA COUNTY PUBLIC FINANCE AUTHORITY

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

26. Approve and direct the Chair to execute an amendment to the to the installment agreement between the County of Sonoma and the Sonoma County Public Finance Authority for Series 2013A Bonds in the amount of \$792,000 and for Series 2013B Bonds in the amount of \$191,000; and Adopt a Resolution of the County of Sonoma approving the amendment to the installment agreement; and Adopt a Resolution of the Sonoma County Public Finance Authority amending and supplementing Resolution No. 13-0301, as amended by Resolution No. 13-0327. (Fifth District)

PERMIT AND RESOURCE MANAGEMENT
AND

SONOMA COUNTY WATER AGENCY

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

27. Adopt a Concurrent Resolution of the Board of Supervisors and Directors of the Sonoma County Water Agency supporting the City of Santa Rosa’s Citywide Creek Master Plan. (First, Third and Fifth Districts)

SONOMA COUNTY WATER AGENCY

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

28. Receive a report on the Dry Creek Habitat Enhancement Project and authorize the Chair to execute agreements for engineering and design services for the Project with Inter-Fluve for Phase II (\$929,395 through December 31, 2017) and with Environmental Science Associates for Phase III (\$999,422 through December 31, 2017); and Authorize the Water Agency’s General Manager to amend the agreements to include additional as-needed services, provided that such amendments do not cumulatively increase the total cost to the Water Agency by more than 10% of each agreement’s cost. (Fourth District)

ECONOMIC DEVELOPMENT BOARD

29. **10:00 A.M.** – Conduct a public hearing on approval of issuance of revenue obligations by the Association of Bay Area Governments (ABAG) Finance Authority for Nonprofit Corporations; and adopt a Resolution approving the issuance of revenue obligations by the ABAG Finance Authority for Nonprofit Corporations in an amount not to exceed \$5,100,000 for the benefit of United Cerebral Palsy of the North Bay, Inc., a California nonprofit public benefit corporation. (Second District)

SHERIFF'S OFFICE / COUNTY COUNSEL

30. Adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed ordinance revising and amending Sections 18-1, 19-7, and 19-15 of the Sonoma County Code, with respect to prohibitions on unauthorized camping and loitering, and consider the proposed ordinance revisions. (4/5 vote required) (First Reading)

COMMUNITY DEVELOPMENT COMMISSION

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

AND

**COUNTY ADMINISTRATOR / FAIRGROUNDS / GENERAL SERVICES /
HEALTH SERVICES / PERMIT AND RESOURCE MANAGEMENT /**

REGIONAL PARKS / SHERIFF'S OFFICE

AND

SONOMA COUNTY WATER AGENCY

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

31. Safe Vehicle Parking and Motel Vouchers for Unsheltered Homeless Persons – Concurrent action by the Board of Supervisors and the Sonoma County Community Development Commission to:
- (A) Authorize the Executive Director of the Community Development Commission to execute a funding agreement with Catholic Charities of the Diocese of Santa Rosa for an amount up to \$62,015 to establish and operate a “safe parking” program for up to fifty vehicles at the Sonoma County Fairgrounds property from February 1, 2014 through April 30, 2014.
 - (B) Authorize the Executive Director of the Community Development Commission to execute a funding agreement with the Sonoma County Fair & Exposition, Incorporated for an amount up to \$28,938 to reimburse for costs incurred in supporting a “safe parking” program at the Fairgrounds property from February 1, 2014 through April 30, 2014.
 - (C) Authorize the Executive Director of the Community Development Commission to execute amendments to existing funding agreements with Sonoma County homeless services providers in an aggregate amount up to \$50,000 to finance the cost of motel vouchers to be issued by said providers to targeted homeless households during severe winter weather in the period January 1 through April 30, 2014.

AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

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

AND

REGIONAL PARKS

32. Adopt a Resolution of the Board of Directors approving the fee acquisition of the 21.5-acre Cresta II property and associated temporary road easement for \$320,000; determining that the acquisition is consistent with the County's 2020 General Plan and District's Expenditure Plan; delegating authority to the General Manager to execute a grant deed and other related documents; authorizing the execution of a Certificate of Acceptance; and making certain determinations pursuant to the California Environmental Quality Act. (4/5 vote required) (First District)

V. CLOSED SESSION CALENDAR

(Item 33 through 38)

33. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – Name of Case: County of Sonoma v. Christopher K. Coogan and Stacey L. Coogan, Co-Trustees of the Christopher K. Coogan and Stacey L. Coogan Revocable Trust County Superior Court, SCV 253252 (Govt. Code Section 54956.9(d)(1)).
34. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: Kirby Reed v. County of Sonoma, Workers’ Compensation Appeals Board No. ADJ8012018; Kirby Reed v. KONE Elevator, Civil Case No. SCV 252441 (Govt. Code Section 54956.9(d)(1)).
35. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Possible Initiation of Litigation re: 195 Millbrae Ave., Rohnert Park, CA (Govt. Code Section 54956.9(d)(4)).
36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation or Significant Exposure to Litigation (Govt. Code Section 54956.9(d)(2)).
37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Potential Initiation of Litigation – Name of Case: Unfunded Landfill Liabilities (Govt. Code Section 54956.9(d)(4)).
38. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel – Pending Litigation – Name of Case: California River Watch v. County of Sonoma. Sonoma County Superior Court (Govt. Code Section 54956.9(d)(1)).

VI. REGULAR AFTERNOON CALENDAR

(Items 39 through 43)

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

39. Report on Closed Session.
40. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA**
(Comments are restricted to matters within the Board's jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.)
41. 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

PERMIT AND RESOURCE MANAGEMENT

42. **2:10 P.M. – UPE13-0065 – (SECOND DISTRICT)**
- APPLICANT: Republic Service of Sonoma County
 - LOCATION: 500 Meacham Road, Cotati
 - ASSESSOR'S PARCEL NO.: 024-080-019 & 030
 - ENVIRONMENTAL DOCUMENT: Mitigated Negative Declaration
 - REQUEST: Conduct a public hearing on the request for a Use Permit for a materials recovery and processing equipment operation (i.e. recycling) for dry waste material inside an existing building, and adding doors to two open bays of the existing building, and an approximate 6,500 square foot roofed storage area addition to the same building (over an existing outdoor asphalt work area), at the County's Central Transfer/Processing Facility (i.e. landfill) on a portion of parcels totaling approximately 395 acres. At the conclusion of the hearing, it is recommended the Board: (1) Take a straw vote on the Subsequent Mitigated Negative Declaration and Use Permit, and (2) Continue the item to February 4, 2014 for consideration of a final resolution.

43. ADJOURNMENTS

NOTE: The next meeting will be held on February 4, 2014.

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

- February 4th (AM) – Sale of the Sheriff's Substation
- February 4th (AM) – Addendum to Certified EIR for Charles M. Schulz Sonoma County Airport Runway Safety Project
- February 4th (PM) – ZCE13-0003; General Plan Amendment/Zone Text and Zoning Database Changes
- February 4th (PM) – PLP11-0042; 6445 Highway 12, Santa Rosa

5. February 11th (PM) – PLP02-0072 - Novato Disposal Service, 2543 Petaluma Blvd. South, Petaluma
6. February 11th (PM) – ZCE13-0011; Request for a Zone Change - 4400 and 440 Ormsby Lane, Petaluma



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Gold Resolution commemorating the 50th anniversary of the landmark Federal Wilderness Act.

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):

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Attachments:

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

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County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Commemorating The 50th Anniversary Of The Landmark Federal Wilderness Act.**

Whereas, in September 1964, President Lyndon B. Johnson signed the Wilderness Act into law, recognizing places "where the earth and its community of life are untrammelled by man, where man himself is a visitor who does not remain;" and

Whereas, throughout our history, countless people have passed through America's most treasured landscapes, leaving their beauty unmarred; and

Whereas, this year, we celebrate the 50th Anniversary of the Wilderness Act, upholding that proud tradition and resolving that future generations will trek forest paths, navigate winding rivers, and scale rocky peaks as visitors to the majesty of our great outdoors; and

Whereas, as natural habitats for diverse wildlife; as destinations for family camping trips; and as venues for hiking, hunting, and fishing, America's wilderness landscapes hold boundless opportunities to discover and explore; and

Whereas, Wilderness Areas provide immense value to our Nation -- in shared experiences and as an integral part of our economy; and

Whereas, our region's iconic wilderness areas draw tourists from across the country and around the world, bolstering local businesses and supporting American jobs; and

Whereas, on the occasion of the 50th Anniversary of the Wilderness Act, we reflect on the profound influence of the great outdoors on our lives and our national character, and we recommit to preserving them for generations to come.

Now, Therefore, Be It Resolved by the adoption of this Resolution, the County of Sonoma does hereby commemorate The 50th Anniversary Of The Landmark Federal

Resolution #

Date:

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Wilderness Act.

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: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Gold Resolution

Recommended Actions:

Gold Resolution commemorating Ken Rossi.

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):

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Attachments:

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

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County of Sonoma

State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Celebrating Ken Rossi As A Determined Man, A Gifted And Talented Artist, And An Inspiration To Sonoma County Residents

Whereas, Ken Rossi was born with congenital glaucoma and has been considered legally blind from birth; and

Whereas, Ken did briefly experience the wonder of sight as a one year old though his strong prescription glasses; and

Whereas, using prisms, Ken learned to appreciate the colors of the rainbow, later applying this understanding of colors in his artwork; and

Whereas, rather than defeating him, Ken's early challenges helped develop and strengthen his amazing and inspiring resolve for overcoming life's obstacles; and

Whereas, Ken's "can-do" attitude propelled him to become fiercely independent, a trait that served him well as he studied and ran track at Piner High School, where his classmates and teachers truly admired his accomplishments; and

Whereas, Ken's health presented further difficulties when he became reliant upon a wheelchair for mobility; but far from slowing down, Ken left the security of home to rent his own apartment and he also became active in his church and adaptive classes at SRJC where he studied art, weight lifting and swimming; and

Whereas, Ken was thrown another seemingly insurmountable challenge when hit by a car in January of 2006; although he was critically injured, with the support of his mother, his church and his friend Brec, Ken was able to summon rare strength to overcome his injuries; and

Whereas, Ken's artistic talent has been recognized locally by the Sonoma County Museum and nationwide on NBC's Today Show; and

Whereas, Ken shares his artwork, skills and amazing attitude with children in art

Resolution #

Date:

Page 2

workshops; and

Whereas, Ken has demonstrated to our community, and now the entire country, how personal determination, aided by the support of friends and family, can build a meaningful, inspiring and fulfilling life.

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County celebrates Ken Rossi as a tenacious, accomplished man, a gifted and talented artist and an inspiration to all of Sonoma County and its residents.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: No Vote Required

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Efren Carrillo

Supervisorial District(s):

Fifth District

Title: Gold Resolution

Recommended Actions:

Gold Resolution recognizing the contributions of Dr. William Hearn to the Russian River Watershed and its Salmonid Populations

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



County of Sonoma

State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Contributions Of Dr. William Hearn
To The Russian River Watershed And Its Salmonid Populations**

Whereas, Dr. William Hearn is currently a Supervisory Fishery Biologist with the National Marine Fisheries Service (NMFS) for the Santa Rosa Area Office North Coast Team; and

Whereas, Dr. Hearn has served the NMFS for 15 years, providing insight and guidance promoting the recovery of listed salmonid species under the Federal Endangered Species Act; and

Whereas, Dr. Hearn has made significant contributions to the Russian River Watershed as the lead author of the Biological Opinion, was instrumental in shaping the Estuary Adaptive Management Plan, and was the driving force behind the conception for the habitat enhancement work in Dry Creek; and

Whereas, Dr. Hearn assisted in managing the NMFS Southwest Region water rights program, developed guidelines for stream flow diversions, and provided technical support of instream flow and water rights issues; and

Whereas, Whereas, Dr. Hearn has made contributions to fisheries nationwide, serving many years providing project management and technical expertise for instream flow on rivers in New York, South Carolina, Wisconsin, Maine, and Connecticut; and

Whereas, Dr. Hearn has positively influenced the field of fisheries biology through plan management as well as numerous scholarly publications that will continue to be used to enhance the living conditions of salmonids in North America for years to come; and

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma commends Dr. Hearn on his contributions to the field of fisheries biology, thanks him for his contributions of the Russian River Watershed and wishes him well on the occasion of his retirement.

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 Directors of the Sonoma County Agricultural Preservation and Open Space District

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Kim Batchelder, 565-7355

Supervisorial District(s):

County-wide

Title: Amendment to Consulting Services Agreement -Website Maintenance

Recommended Actions:

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute an amendment to the existing Website Maintenance Agreement with Moore, Iacofano, Goltsman, Inc. (M.I.G.) for \$49,295, which will extend the term of the agreement to December 31, 2015 and add \$20,000 for continuation of support, for a contract total of \$69,295.

Executive Summary:

The District provides information to the public via its website – including background regarding District mission, goals, Board-approved plans, enabling legislation, governance and funding, as well as information on lands protected to date and current activities to steward and manage these lands. The District website also serves information regarding upcoming meetings, workshops, bid opportunities, employment and volunteer opportunities and general information about conservation activities in Sonoma County and the region. The District website is a key tool for the District in sharing information with the taxpayers of Sonoma County, Board members, legislators and potential funders.

The District contracted with Moore, Iacofano, Goltsman, Inc. (M.I.G.) in 2006 to design and implement a website, and M.I.G. has maintained the District website and provided upgrades to it over the last 7 years. In November of 2011 – after a competitive Request for Proposal (R.F.P.) process - the District entered into a Board-approved contract with the Healdsburg-based Firefly Creative (Firefly) to develop a new website for the District. Firefly will provide a more flexible content management system so that the website can more easily be revised by staff. During the period in which Firefly is developing and testing the new website, the District must maintain its existing website. Currently, the District staff constraints prohibit the implementation of the website design and upgrade contract with Firefly. Therefore, the District has requested that M.I.G. continue to provide basic annual web hosting and information update support to the website, until Firefly has completed creation of a new District website.

The current contract with M.I.G. was executed June 11, 2009 and ends December, 31, 2013. The total amount of the contract is \$49,295. An amendment adding funds to the existing M.I.G. contract is

necessary in order to maintain services. The District is requesting authorization to add \$20,000 to the current Agreement with M.I.G. for continued maintenance of the existing website through December 31, 2015, for an Amendment total of \$69,295. M.I.G.'s maintenance of the existing website will ensure a seamless transition to the new website once the website update is completed by Firefly.

Prior Board Actions:

On March 13, 2013, the Board of Directors approved a contract amendment to increase the value of a service agreement between the District and M.I.G. to \$49,295 to continue website maintenance.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 20,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 20,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 20,000	Total Sources	\$ 20,000

Narrative Explanation of Fiscal Impacts (If Required):

Funding for agreement is included in the District's budget (697029-7022). The funding source is sales tax revenue.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None

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

- 1) 7th Amendment to Agreement for Consulting Services with Moore Iacofano Goltsman, Inc., for Web Design and Maintenance



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Marcus Trotta / 547-1978

Supervisorial District(s):

All

Title: Santa Rosa Plain Groundwater Management Plan

Recommended Actions:

Authorize Chair to execute the First Amended Agreement for Technical Consultation Services for Development of Santa Rosa Plain Groundwater Management Plan with Parker Groundwater Technology, Innovation, Management, Inc. increasing the amount by \$74,800, expanding the scope of work to include additional meetings and initial implementation services, and extending the agreement term by six months for a new not-to-exceed agreement total of \$279,800 and end date of June 30, 2015.

Executive Summary:

This item requests approval for the Chair to execute an amended agreement with Parker Groundwater Technology, Innovation, Management, Inc., increasing the amount by \$74,800, expanding the scope of work to include additional meetings and initial implementation services, and extending the agreement term by six months for a new not-to-exceed agreement total of \$279,800 and end date of June 30, 2015, in support of developing a groundwater management plan for the Santa Rosa Plain. This item is connected with the Santa Rosa Plain Hydrologic Model Agenda Item, in that the training received on operating the hydrologic model will allow Water Agency staff to perform model simulations to support future implementation of the Santa Rosa Plain Groundwater Management Plan.

HISTORY OF ITEM/BACKGROUND

The Santa Rosa Plain Watershed (Santa Rosa Plain) covers an area of approximately 167,000 acres and is home to approximately half of the population of Sonoma County. The groundwater system beneath the Santa Rosa Plain provides numerous benefits to the region, including rural residential and municipal water supplies, irrigation water for agriculture, and baseflow to streams and surface water bodies.

Statewide, many local agencies are developing and implementing non-regulatory, voluntary groundwater management plans in compliance with the 1992 Assembly Bill 3030 (AB3030) and the 2002 Senate Bill 1938 (SB1938). These plans include public involvement, groundwater level and quality monitoring, and management strategies. Such a plan has been successfully developed and implemented

in Sonoma Valley, and development of a similar plan for the Santa Rosa Plain is one of the immediate actions identified in the Sonoma County Water Agency's (Water Agency) Water Supply Strategy No. Five (Work with Stakeholders to Promote Sound, Information-Based Water Supply Planning Programs) of the Water Supply Strategies Action Plan. The multiple potential benefits from developing and implementing a groundwater management plan include increased water supply reliability, minimized adverse impacts to groundwater, enhanced local management of groundwater resources, and economic opportunities through available state grant funding programs.

Based on the outcome of a stakeholder assessment conducted by the Center for Collaborative Policy in 2009 and recommendations of a Steering Committee and Board direction in May 2011, the Water Agency convened a Basin Advisory Panel (Panel) to collaboratively develop a non-regulatory, voluntary groundwater management plan for the Santa Rosa Plain under AB3030. Water Agency and Parker Groundwater Technology, Innovation, Management, Inc. (Consultant) entered into an agreement for Development of Santa Rosa Plain Groundwater Management Plan, dated December 13, 2011, in the amount of \$205,000 to provide technical services in preparing the Groundwater Management Plan. Funding for the original agreement was provided through a Cooperative Agreement to Provide Funding and Support for Santa Rosa Plain Groundwater Management Plan Development between the Water Agency, County of Sonoma, City of Cotati, City of Santa Rosa, City of Sebastopol, City of Rohnert Park, Town of Windsor, and California-American Water Company and a California Department of Water Resources grant awarded to the Water Agency as part of a Proposition 84 Planning Grant through the North Coast Integrated Regional Water Management Plan.

The Panel began meeting in December 2011 and is the primary decision-making body in developing the Groundwater Management Plan. The Panel consists of approximately 30 members representing key groundwater interests: Agriculture (Dairies, Farmers & Grape Growers and Wineries); Business / Developers; Environmental; Government (Tribal, State, County, and Cities); Public Health; Rural Residential Well Owners; and Water Supply and Groundwater Technical Expertise. On October 23, 2012, the Board adopted a Resolution of Intention to Prepare a Groundwater Management Plan for the Santa Rosa Plain, which included a public hearing.

Under the original agreement, Consultant has participated in Panel meetings and Technical Advisory Committee meetings and prepared draft sections, presentations, and materials to assist the Panel in developing the Groundwater Management Plan. The Panel has met seventeen times, and Consultant has assisted the Panel in making significant progress toward developing the groundwater management plan, including development of a charter, governance proposal, draft basin management objectives, and draft recommended actions. Consultant has prepared draft sections of the Groundwater Management Plan through an iterative and collaborative process with the Panel and Technical Advisory Committee. Consultant has assisted in developing and providing presentations to the Panel on many topics including groundwater basin conditions, land and water use planning, water quality regulations, and enhanced recharge studies. The Plan will integrate and rely on technical information being developed by the United States Geological Survey, the completion of which has been delayed. The first phase of the study was published in July 2013, and the second phase is scheduled to be published in March 2014. Delays associated with publication of the United States Geological Survey's groundwater study have necessitated additional meetings and time for completing the Groundwater Management Plan.

SELECTION PROCESS

Consultant was the only firm contacted to perform the work under the original agreement. Consultant was determined to be the most-qualified firm based on its skill and expertise in the subject work area and direct professional experience with local stakeholders, which is anticipated to be critical to successfully developing a consensus-based groundwater management plan. Timothy Parker (owner and sole employee of Parker Groundwater Technology, Innovation, Management, Inc.) has been the primary technical consultant for the preliminary activities associated with the Santa Rosa Plain groundwater management planning and has developed positive relationships with the local stakeholders and Steering Committee members. Based on the exemplary work completed to date and ongoing positive working relationship with stakeholders and Steering Committee members, staff recommends continuing to use Mr. Parker to implement the program. Mr. Parker is a former California Department of Water Resources Manager who has extensive experience developing groundwater management plans throughout the state and has intimate knowledge of state regulations and policies regarding the groundwater management planning process. He is very familiar with state funding opportunities in association with groundwater management plans and has already been instrumental in the Water Agency receiving over \$500,000 in funding from the Department of Water Resources for facilitation, groundwater management planning and technical studies for the Santa Rosa Plain groundwater planning efforts and Sonoma Valley Groundwater Management Program.

Consultant is a consulting firm specializing in the development of groundwater management plans. Water Agency does not have the expertise and resources to conduct this work with in-house staff due to the specialized nature of the work.

SERVICES TO BE PERFORMED

Under the proposed First Amended Agreement, Consultant will continue to provide technical assistance and coordinate with program stakeholders in completing the Groundwater Management Plan. Consultant will assist in conducting meetings, assist with public outreach efforts, and develop an implementation approach and compile and prepare the Groundwater Management Plan. Under this First Amended Agreement, cost of services will not exceed \$279,800 and the term end date is June 30, 2015.

Additional scope and funding for implementing the Groundwater Management Plan will be developed with the Panel and other local partners. It is anticipated that this will be brought to the Board along with recommendations for adopting the Groundwater Management Plan in summer 2014.

Prior Board Actions:

- 10-23-12: Board adoption of Resolution of Intention to Prepare Groundwater Management Plan for the Santa Rosa Plain of Sonoma County.
- 12-13-11: Approved agreement with Parker Groundwater Technology, Innovation, Management, Inc. for Technical Consultation Services for Development of Santa Rosa Plain Groundwater Management Plan. Cost \$205,000; term end 12/31/14.
- 10/18/11: Board approval for Cooperative Agreement to Provide Funding and Support for Santa Rosa Plain Groundwater Management Plan Development.
- 5/3/11: Board authorization to develop a work plan and funding agreement for developing a voluntary AB303 Groundwater Management Plan for the Santa Rosa Plain.

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

County Goal 1: Safe, Healthy, and Caring Community. Developing a plan to sustain local groundwater resources will help ensure that community members continue to have access to safe and reliable water supplies.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 74,800	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 74,800
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 74,800	Total Sources	\$ 74,800

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$74,800 is from the Recycled Water Local Supply fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A.

Attachments:

None.

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

Amended Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Marcus Trotta 547-1978

Supervisorial District(s):

All

Title: Santa Rosa Plain Hydrologic Model

Recommended Actions:

- a) Authorize the General Manager of the Water Agency to execute an agreement with U.S. Geological Survey, U.S. Department of the Interior to provide training to the Water Agency on the Santa Rosa Plain Hydrologic Model for the amount of \$54,735; agreement terminates on October 31, 2015.
- b) Authorize the General Manager of the Water Agency to terminate the Agreement, if appropriate.

Executive Summary:

This item requests authority to enter into an agreement with U.S. Geological Survey, U.S. Department of the Interior (\$54,735 through October 31, 2015) for training on operating the surface water/groundwater flow computer model developed for the Santa Rosa Plain Watershed.

HISTORY OF ITEM/BACKGROUND

In 2001, the Sonoma County Water Agency (Water Agency) and the U.S. Geological Survey developed and initiated a Cooperative Study Program of Groundwater Basins in Sonoma County. This program has included a comprehensive study of the Santa Rosa Plain Watershed funded through cooperative agreements between the Water Agency and the U.S. Geological Survey, in addition to the County of Sonoma, City of Cotati, City of Santa Rosa, City of Rohnert Park, Town of Windsor and the California American Water Company (Cooperating Partners). The study has included two phases: (1) an updated assessment of the hydrology, hydrogeology, and geochemistry of the 167,000 acre Santa Rosa Plain Watershed and (2) development of a fully-coupled surface water/groundwater flow model (Santa Rosa Plain Hydrologic Model). The results of the first phase of the study were recently published by the U.S. Geological Survey in a technical report, and the results of the second phase will be published later in spring 2014.

The Water Agency is also leading development of a non-regulatory Groundwater Management Plan for the Santa Rosa Plain with a broad array of local stakeholders comprising the Basin Advisory Panel. The Santa Rosa Plain Hydrologic Model will be an instrumental tool for the Water Agency and the Basin Advisory Panel to select and prioritize actions for improving and sustaining groundwater resources in the

Santa Rosa Plain. The model will help evaluate the potential effects of different proposed actions which could include groundwater banking, stormwater recharge, and increased conservation and recycled water use.

SERVICES TO BE PERFORMED

Under the proposed Agreement, the U.S. Geological Survey will provide training to Water Agency staff on the use of the Santa Rosa Plain Hydrologic Model. The training will include a one to two-day workshop and class notes on workshop topics. Specific topics that will be covered in the training include:

- a) Overviews of the surface water and groundwater components of the model;
- b) Setting up and processing input parameters, including streamflow routing, aquifer properties, climate data, well pumping, and watershed properties;
- c) Examples of modifying input parameters;
- d) Model applications for future climate predictions, changing land uses, changing pumping distribution; and
- e) Processing and post-processing of model output.

Costs will not exceed \$54,735; the term end date is October 31, 2015.

REQUEST FOR GENERAL MANAGER AUTHORITY TO TERMINATE

The standard template used for professional services agreements includes the following language, "*Authority to Terminate*: Water Agency's right to terminate may be exercised by Water Agency's General Manager." Since the subject agreement was prepared by U.S. Geological Survey using its form, this language is not included. Therefore, staff requests that the General Manager be authorized to terminate the Agreement, if appropriate, in keeping with standard protocol.

Prior Board Actions:

August 2005 – June 2010: Board approval for Cooperative Agreement to Provide Funding and Support Information for Santa Rosa Plain Groundwater Study and subsequent five amended agreements.

August 2001 – November 2004: Board approval for Joint Funding for federal fiscal years 2005, 2004, 2003, and 2001/2002 with U.S. Geological Survey to conduct cooperative study of groundwater resources in Sonoma County.

January 25, 2000: Concurrent direction to County of Sonoma, Permit and Resource Management Department, and the Water Agency to develop a proposed study program to evaluate groundwater resources in Sonoma County.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship. Having Water Agency staff trained on using the Santa Rosa Plain Hydrologic Model will enable the Water Agency and other local stakeholders to better manage and sustain local groundwater resources through model scenarios, which can inform and prioritize future programs such as enhanced groundwater recharge, increased conservation, and recycled water use.

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	\$ 54,735	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other – Recycled Water & Local Supply	\$ 54,735
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 54,735	Total Sources	\$ 54,735

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$54,735 is from the Recycled Water & Local Supply fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement (1 copy)

SH\\FILESERVER\DATA\CL\AGENDA\AGREES\01-28-2014 WA SANTA ROSA PLAIN HYDROLOGIC MODEL_SUMM.DOCM

CF/47-1-21 US DEPARTMENT OF THE INTERIOR - USGS (JOINT FUNDING AGREE FOR WATER RESOURCES INVESTIGATIONS - STUDY SANTA ROSA PLAIN HYDROLOGIC MODEL) TW 12/13-193 (ID 4651)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency and all County Sanitation Districts

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

Staff Name and Phone Number:

Anjenette Hayre 521-1830

Supervisory District(s):

All

Title: Maintenance Services for Switchgears, Transformers, and Appurtenances

Recommended Actions:

Authorize Chair to execute an agreement with Eaton Corporation Electrical Services and Systems to provide as-needed maintenance services for low and medium voltage switchgears, transformers, and appurtenances for the amount of \$300,000; agreement terminates on September 30, 2016.

Executive Summary:

This item requests approval for the Chair to execute an agreement with Eaton Corporation Electrical Services and Systems (\$300,000 through September 30, 2016) for as-needed maintenance services for low and medium voltage switchgears, transformers, and appurtenances.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) and its affiliated sanitation districts require services from electrical equipment maintenance firms to provide required annual testing and as-needed maintenance, and repair of low and medium voltage switchgears, transformers, and appurtenances.

The Water Agency has had electrical service agreements with Eaton from 2000 to 2007. Depending on scope, the cost for maintenance per site can vary from \$1,300 to \$6,000 at an average cost of approximately \$89,700 per year. The majority of work was done at water transmission facilities.

SELECTION PROCESS

In December 2012, the Sonoma County Water Agency issued a Request for Qualifications to the following four firms:

1. Eaton Electrical Services and Systems, Livermore, California
2. Graybar Services, Inc., Santa Rosa, California
3. Schneider Electric, Pleasanton, California
4. Siemens Industry Inc., Concord, California

Service Provider would perform electrical equipment maintenance, testing, and repair of low and medium voltage switchgears, transformers, and appurtenances for the Water Agency's water transmission system, and affiliated sanitation districts. The Water Agency needs these services to maintain the electrical equipment in good working order and to execute rapid repairs when necessary.

The three firms listed below submitted Statements of Qualifications:

1. Eaton Electrical Services and Systems, Livermore, California
2. Schneider Electric, Pleasanton, California
3. Siemens Industry Inc., Concord, California

The following criteria were used to evaluate each firm:

Responsiveness to the work requirements, professional qualifications, overall performance commitment, demonstrated ability to perform the work in accordance with good practices common to the industry, and exceptions to agreement terms.

Eaton Corporation Electrical Services and Systems (Eaton) was selected to perform the work because they were the stronger candidate in terms of experience, qualifications, and facilities. Eaton is also the original equipment manufacturer representative for the majority of the electrical equipment the Water Agency already owns. This is an advantage because their technicians are certified factory trained on the brands of equipment currently being operated by the Water Agency. This also facilitates faster procurement of replacement parts.

SERVICES TO BE PERFORMED

Under the proposed Agreement, Eaton will provide electrical equipment maintenance services and emergency repairs, including maintenance and testing of low and medium voltage switchgears, transformers, and appurtenances. Routine maintenance of Water Agency electrical equipment will optimize performance and assist in the prevention of equipment failures. This agreement is for the maintenance, repair/installation, and troubleshooting of electrical equipment used to power motors, valves and instruments at water and wastewater facilities.

The cost of services will not exceed \$100,000 in fiscal year 2013/2014, \$100,000 in fiscal year 2014/2015, and \$100,000 in fiscal year 2015/2016; the term end date is September 30, 2016. The total agreement amount is \$300,000.

Prior Board Actions:

04/08/2008: Approved agreement between Water Agency and Eaton Electrical, Inc. for Maintenance Services of Low and Medium Voltage Switchgears, Transformers, and Appurtenances. Cost \$180,000; term end June 30, 2010.

04/06/2004: Approved agreement between Water Agency and Eaton Electrical, Inc. for Maintenance Services of Low and Medium Voltage Switchgears, Transformers, and Appurtenances. Cost \$200,000; term end June 30, 2007.

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

Maintaining Water Agency Infrastructure to provide the community with clean water, and safe and

reliable liquid waste management systems.

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	\$ 100,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 100,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 100,000	Total Sources	\$ 100,000

Narrative Explanation of Fiscal Impacts (If Required):

FY 2013/2014 appropriation of \$100,000 is from the Water Transmission fund.
 FY 2014/2015 appropriation of \$100,000 is from the Water Transmission fund.
 FY 2015/2016 appropriation of \$100,000 is from the Water Transmission fund and will be budgeted in that fiscal year.

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:

Agreements (4 Copies)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Shirlee Zane, 565-2241

Supervisorial District(s):

Third.

Title: Disbursement of FY 13/14 Third 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: Silver Tsunami Productions Inc., \$750, and the Kut Ups of Rohnert Park, \$500.

Executive Summary:

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

- 1.) Silver Tsunami Productions, Inc., for advertising and promotion of the Wellness Expo (formerly the Elder Care Expo), an annual event promoting local agencies and businesses with resources and information targeted to elders, family caregivers, medical professionals, and baby boomers; grant award of \$750.
- 2.) Kut Ups of Rohnert Park, for advertising and promotion of one main stage show and six mini-shows at senior and assisted living facilities; grant award of \$500.

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

Prior Board Actions:

8/20/13, 9/10/13, 10/15/13, 12/10/13 – Awarded FY 13/14 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship			
Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,250	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,250
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,250	Total Sources	\$ 1,250
Narrative Explanation of Fiscal Impacts (If Required):			
Funds are included in the FY 13/14 Advertising Program 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:			
FY 13/14 Grant Award Agreement Template			
Related Items "On File" with the Clerk of the Board:			
None.			

A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the ENTITY, (hereinafter ADVERTISER).

W I T N E S S E T H:

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 \$XXXX (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:

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.

Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
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. Consultant'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 Consultant's expense, subject to Consultant'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 Consultant or its agents 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 either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
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

DATE: _____

By _____
ENTITY



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor David Rabbitt (707) 565-3754
Supervisor Efren Carrillo (707) 565-3760

Supervisorial District(s):

Countywide

Title: Project Labor Agreements

Recommended Actions:

Adopt a Policy and Template Agreement for the use of PLA on future significant County construction projects.

Executive Summary:

Background

At the January 14, 2014 Board of Supervisors meeting the Board considered recommendations from the Project Labor Agreement (PLA) Ad Hoc Committee (formed by the Chair in April 2013), including a "Policy Regarding the Use of Project Labor Agreements to Promote Use of Local Contractors and Local Workforce on Construction Projects", and a PLA Template Agreement. After receiving significant testimony from members of the public both prior to January 14th and in the course of the hearing, the Board provided direction to staff to incorporate a number of changes to both the Policy and the Template to reflect a consensus of the Board. The changes captured in the Board hearing are listed on the attached "PLA Ad Hoc Policy/Template Board Direction". Today's item recommends for Board approval the final documents resulting from that direction.

Recommended Policy

Project Labor Agreements, sometimes also titled Project Stabilization Agreements (PSA), are collective bargaining agreements negotiated for construction projects typically between the County as project owner and the local building trade unions. A PLA is a form of a pre-hire agreement that sets the terms of employment on an entire construction project, and becomes part of the bid specifications that all winning contractors must follow. A PLA remains effective for the duration of the project.

Attachment 1A to this report is the final version of the PLA Policy for Board adoption, Attachment 1B is a

redline version showing edits directed by the Board in the January 14th hearing. The policy directs that the that County negotiate a PLA for significant new construction projects under the following conditions:

- The construction cost is budgeted at or above \$10 million.
- All key terms are agreed to as set forth in the attached PLA Template Agreement, including but not limited to:
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, beyond requirements of California Labor Code
- All trades and unions are signatory to the PLA; there will be only one agreement per project.
- Referral and use of local workforce is strongly encouraged, with the goal of at least 70% of hours worked by local residents.

The revised draft PLA Template Agreement (Attachment 2A; Attachment 2B is redline version of Template showing Board directed edits from January 14th) will be used as the basis for developing future project-specific PLAs. When construction projects are identified that meet the dollar threshold above, staff will use the PLA Template to develop a PLA for the project, including addressing project specific covered work, security considerations, definition of “equivalent benefits” for non-signatory contractors, and workforce training and development program requirements. The Board will approve each future project specific PLA prior to staff soliciting project bids. Upon Board approval, the PLA becomes part of the bid documents, and all bidding contractors agree to be bound by the PLA.

In all instances, the County must meet competitive bidding and contracting requirements applicable to public works projects, including any specific requirements or limitations on the use of PLA’s which may be imposed by a funding agency (in the case of state or federally funded projects).

Prior Board Actions:

1/14/14 Board considered report from the Project Labor Agreement (PLA) Ad Hoc Committee, including PLA Policy and PLA Template Agreement, and provided direction to staff to edit documents and return to Board for approval
6/25/13 Board accepted PLA Ad Hoc Committee Charter/Scope of Work.
9/18/12 Board considered Policy for the Use and Promotion of Local Contractors and Local Workforce on Construction Projects.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 26,000	County General Fund	\$ 26,000
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 26,000	Total Sources	\$ 26,000

Narrative Explanation of Fiscal Impacts (If Required):

There is no fiscal impact to the recommended action. The cost of County Counsel and CAO staff time in support of the PLA Ad Hoc Committee’s work since April 2013 has been approximately \$26,000 and is within existing appropriations.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- 1A. Policy Regarding the Use of Project Labor Agreements to Promote Use of Local Contractors and Local Workforce on Construction Projects.
- 1B. Redline version of Policy (from 1/14/14 Board report).
- 2A. PLA Template Agreement, Attachment “A” to Policy.
- 2B. Redline version of Template (from 1/14/14 Board report).
- 3. PLA Ad Hoc Policy/Template Board Direction given 1/14/14.

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

Attachment 1-A –PLA POLICY 1-28-14

Policy Regarding Project Labor Agreements To Promote Use of Local Contractors and Local Workforce on Construction Projects

The County of Sonoma recognizes that strategies that promote the use of local businesses and workers help create a sustainable economy and improve the overall quality of life for residents of the County. The use of local businesses helps retain local dollars within the community and strengthen employment.

The County periodically awards construction contracts, which employ a significant number of workers in various trades. Many local residents possess the skills required of such construction efforts and are in need of employment. The County of Sonoma encourages, within the constraints of current state and federal law, the employment of local contractors and local workforce on County construction projects. The County also has a strong interest in workforce training and development, and creating career opportunities that ensure adequate wages and health, welfare and retirement benefits for workers.

Policy Recommendation:

To encourage the use and development of a local workforce¹ and to ensure that County projects progress without delays due to labor disputes, consistent with existing state and federal law and the interests of the public, the County will negotiate project labor agreements (PLAs) or other mechanisms for significant new construction projects under the following conditions:

- The construction cost is budgeted at or above \$10 million.²
- All key terms are agreed to as set forth in the Attachment “A” PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices
- Referral and use of local workforce is strongly encouraged with the goal of at least 70% of hours worked by local residents.
- All trades and unions are signatory to the PLA; there will be only one agreement per project.

¹ Consistent with existing County policies, “local” means any of the following:

For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or contractor employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.

² For federally funded projects, the ability to use a PLA (or similar agreement) and the terms of any such agreement may be subject to federal agency requirements and/or approval. In such cases, compliance with the federal funding agency’s requirements will supersede this Policy.

Attachment 1-A –PLA POLICY 1-28-14

Process:

When an eligible construction project is identified, staff will present a project specific PLA (or similar agreement) to the Board for consideration before advertising for bids. In negotiating a project specific PLA, staff should consider the conditions listed above as well as the level of risk of labor strife that could impact the project, the project's budget, schedule, scope and complexity, the number of trades required, opportunities for workforce training and development, how the use of a PLA or other mechanism may impact the number or quality of bidders on the project, and specific requirements imposed by a funding agency, if any. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements which may be imposed by a funding agency.

Attachment 1-B –PLA POLICY 1-28-14

Policy Regarding Project Labor Agreements To Promote Use of Local Contractors and Local Workforce on Construction Projects

The County of Sonoma recognizes that strategies that promote the use of local businesses and workers help create a sustainable economy and improve the overall quality of life for residents of the County. The use of local businesses helps retain local dollars within the community and strengthen employment.

The County periodically awards construction contracts, which employ a significant number of workers in various trades. Many local residents possess the skills required of such construction efforts and are in need of employment. The County of Sonoma encourages, within the constraints of current state and federal law, the employment of local contractors and local workforce on County construction projects. The County also has a strong interest in workforce training and development, and creating career opportunities that ensure adequate wages and health, welfare and retirement benefits for workers.

Policy Recommendation:

To encourage the use and development of a local workforce¹ and to ensure that County projects progress without delays due to labor disputes, consistent with existing state and federal law and the interests of the public, the County will negotiate project labor agreements (PLAs) or other mechanisms for significant new construction projects under the following conditions:

- The construction cost is budgeted at **or above ~~over \$25 million for federally funded projects or over \$10 million for state or locally funded projects.~~**²
- All key terms are agreed to as set forth in the Attachment “A” PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices
- **Referral and use of local workforce is strongly encouraged with the goal of at least 70% of hours worked by local residents.**

¹ Consistent with existing County policies, “local” means any of the following:

For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or contractor employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.

² For federally funded projects, the ability to use a PLA (or similar agreement) and the terms of any such agreement may be subject to federal agency requirements and/or approval. In such cases, compliance with the federal funding agency’s requirements will supersede this Policy.

Attachment 1-B –PLA POLICY 1-28-14

- All trades and unions are signatory to the PLA; there will be only one agreement per project.

~~Use of the PLA provides the lowest bid, or an enhanced value or community benefit with a dollar value less than or equal to 2% of the lowest bid to be determined on each applicable project, using a bid alternate approach.~~

Process:

When an eligible construction project is identified, staff will present a project specific PLA (or similar agreement) to the Board for consideration before advertising for bids. In negotiating a project specific PLA, staff should consider the conditions listed above as well as the level of risk of labor strife that could impact the project, the project's budget, schedule, scope and complexity, the number of trades required, opportunities for workforce training and development, how the use of a PLA or other mechanism may impact the number or quality of bidders on the project, and specific requirements imposed by a funding agency, if any. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements which may be imposed by a funding agency.

**PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]**

This Agreement is entered into this ___ day of _____, 201_ by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), and the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”) and the local Unions with geographic jurisdiction in Sonoma County including those that are affiliated with the Building and Construction Trades Department of the AFL-CIO and have executed this Agreement, for the purpose of the construction of the County’s [insert project name]. The central purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

- A. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Sonoma County Board of Supervisors has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- B. A variety of construction skills and crafts will be required to complete the construction work on the Project, including those skills and crafts represented by the Unions and their members who are employed by contractors and subcontractors that are signatory to collective bargaining agreements with such unions.
- C. It is recognized that on a project with multiple contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work.
- D. The Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- E. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

- F. The County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals.
- G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as such legally binding agreements exist between a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project.
- I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement (or "PLA").
- 1.2 "County" means Sonoma County, California.
- 1.3 "Contractor" means all contractors, subcontractors or other persons or entities performing, assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work. As used herein, the term "Contractor" includes all such contractors, subcontractors, persons or entities, including the General Contractor.
- 1.4 "General Contractor" means the Contractor awarded the Project by the County.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the County that is necessary to complete the Project.

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

- 1.6 "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.
- 1.7 "Local" means any of the following: For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or a contractor that employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060.
- 1.9 "Project" means the [*insert description of the project*].
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.
- 1.11 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.
- 1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations who have executed this Agreement.
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. Once a construction contract is

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. This Agreement covers [insert project specific covered work]. This Agreement also covers all on-site fabrication, which includes work done for the Project in temporary yards or areas near the Project, and all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work involves sheet metal or plumbing and is covered by a provision of a local Master Agreement or national agreement of the applicable Union. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work.”

2.3 Exclusions:

- (1) This Agreement is not intended to, and shall not govern any construction work performed on any other County project, or any construction work performed prior to the effective date of this Agreement, or after its expiration or termination.
- (2) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.
- (3) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.
- (4) The Agreement shall not apply to any work performed by County employees, nor County suppliers/vendors/contractors who may perform work on the Project through a separate County contract. This shall include, but is not limited to, [insert any project specific excluded work]. Any contracts for Professional Services for the Project/Construction Management Services for this Project shall not be affected by this Agreement.

ARTICLE III

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be bound.

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

- 3.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the County in writing within five business days after it has subcontracted work, and shall at the same time provide to the County a copy of the executed Agreement to be Bound.
- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become bound to this Agreement. Any Contractor that fails to provide the County with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.
- 3.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.
- 3.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Trades Council, Unions, County and Contractors agree that for the duration of the Project:

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.
 - (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
 - (c) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
 - (d) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.
- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 4.1 is alleged to have occurred:
- (a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

which the Arbitrator shall be selected.

- (b) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Trades Council, and to the involved Union, if a Union is alleged to be in violation.
- (c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
- (d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.
- (e) The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.
- (f) Such award shall be final and binding on all parties and may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner: Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive

ATTACHMENT 2-A—PLA TEMPLATE 1-28-14

any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

- (g) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
 - (h) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
 - (i) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.
- 4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE V

JURISDICTIONAL DISPUTES

- 5.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 5.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.
- 5.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V,

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Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Sonoma, Mendocino and Lake Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

- 5.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 5.4 Each Contractor shall participate in a pre-job conference with the Trades Council, the Project Manager and Unions as appropriate prior to commencing construction work on the Project, to discuss and establish the scope of work for each Contractor for the Project. The County will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A Joint Labor/Management Administrative Committee will be formed consisting of the Project Manager, two (2) Union representatives and two (2) Contractor representatives selected by the Unions and the General Contractor, respectively. Committee meetings will be held on a monthly basis. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. Representatives of the County may participate at its request. The Committee may form subcommittees to consider and advise the full Committee on issues affecting the Project, including but not limited to, compliance with apprenticeship and workforce training programs provisions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or

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other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION RECOGNITION

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.
- 8.3 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

MANAGEMENT'S RIGHTS

- 9.1 The County and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Except as provided in Section 2.1, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other

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than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE X

HIRING & REFERRAL

- 10.1 Contractors that are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker meets all of the following:
- i. Possesses any license required by state or federal law, if any, for the Project work to be performed;
 - ii. Has been on the Contractor's active payroll for at least one hundred twenty (120) days of the two hundred (200) working days prior to the Notice to Proceed or equivalent authorization granted by the County to begin work on the Project; and
 - iii. Has the ability to safely perform the basic functions of the applicable trade.
- 10.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:
- i. Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.

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- ii. Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.
- 10.3 If there is any question regarding an employee's eligibility under Section 10.1 or 10.2, the Contractors shall provide documentation showing compliance with Section 10.1 or 10.2 upon the request of the Trades Council or any Union.
- 10.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Union(s) provided that the Contractor complies with Article VII (Non-discrimination).
- 10.5 Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 10.6 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.
- 10.7 The parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the signatory local unions and programs developed pursuant to this Agreement.

ARTICLE XI

PROJECT SITE SECURITY

- 11.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site consistent with State and Federal law. Contractor shall not be liable to pay standby pay to any employee rejected by County.

[Insert any Project specific security requirements (e.g., airport, detention facilities, etc.)]

ARTICLE XII

APPRENTICES & WORKFORCE TRAINING PROGRAMS

- 12.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code Section or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.
- 12.2 The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, Contractors, the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.
- 12.3 To further accomplish these goals, the Contractors, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, such as Career Technical Education programs, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XIII

WAGES & BENEFITS

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- 13.1 All employees covered by this Agreement shall be classified and paid wages and other compensation in accordance with the then current multi-employer Master Agreement of the applicable Union, and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law.
- 13.2 Except as provided for in 13.3, Contractors that are not signatory to a Union Master Agreement (“non-signatory Contractor”) shall be required to make the benefit payments specified in 13.1, provided that only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the applicable Master Agreement are required to be paid by such non-signatory Contractor.
- 13.3 Notwithstanding any other provision of this Article, any non-signatory Contractor that has been contributing to health and welfare and pension benefit plans on behalf of a core worker for the period that such employee has been on the Contractor’s active payroll may elect to continue to contribute to such benefit plans on behalf of such employee in lieu of payments to the Union’s health and welfare and pension plans provided the health and welfare and pension benefit plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. The Joint Labor/Management Administrative Committee shall determine whether the health and welfare and pension benefits plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. Any non-signatory Contractor asserting that its health and welfare and pension benefits plans provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans shall submit such benefit plans and supporting documentation to the Committee for evaluation. Any dispute regarding the determination of the Committee shall be considered a grievance and submitted to arbitration pursuant to Article XVI.

ARTICLE XIV

COMPLIANCE & REPORTING

- 14.1 The Trades Council shall establish a means by which to monitor and investigate Contractor compliance with the applicable provisions of California prevailing wage law in order to assure the County that no violations of law occur. The County agrees to provide the Trades Council or its designated representative with copies of certified payroll records

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submitted by the Contractors and any other information requested by the Trades Council that may be required to determine compliance with applicable prevailing wage requirements. The County retains control over determining what information to provide to the Trades Council and copies of any records made available by the County will be in accordance with California Labor Code section 1776. A prevailing wage compliance report shall be presented to the County on a quarterly basis.

- 14.2 The Trades Council will assist the County in monitoring compliance with and reporting on Project specific apprenticeship, workforce training and development, and affirmative action requirements (including but not limited to Disadvantaged Business Enterprise and Minority Business Enterprise requirements), if applicable. [*Insert project specific requirements*]

ARTICLE XV

HOURS OF WORK

- 15.1 Eight (8) hours of labor per day with one-half hour designated as an unpaid period for lunch shall constitute a standard work day, and forty (40) hours shall constitute a regular work week.
- 15.2 Overtime and holiday pay will be in compliance with the applicable Master Agreements and the general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The Contractors, Unions, and the employees, collectively and individually, recognize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance, and the parties agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

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- 16.2 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement (other than trade jurisdictional disputes), the same shall be settled by means of the following procedures:

Step 1

- (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should the Union or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2

- (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

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- (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.
 - (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- 16.3 The General Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.
- 16.4 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 16.5 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the General Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 16.6 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 16.7 The Arbitrator’s decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 16.8 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE XVII

HELMETS TO HARDHATS

- 17.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 17.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 17.3 *[County retains option of including alternative veterans hiring program if such program provides enhanced/additional benefits.]*

ARTICLE XVIII

SAVINGS CLAUSE

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- 18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

DRUG TESTING PROTOCOL

- 19.1 The parties agree that the Memorandum of Understanding (“MOU”) on Drug Abuse and Prevention and Detection (Attachment ___) negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this Agreement.

ARTICLE XX

ENTIRE AGREEMENT

- 20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.
- 20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.
- 20.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator

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Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.

- 20.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

ARTICLE XXI

TERM

- 21.1 This Agreement shall become effective on the date of execution by the County and Trades Council, whichever is later, and shall continue in effect until the completion of Covered Work pursuant to Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

COUNTY OF SONOMA

SONOMA, MENDOCINO AND LAKE
COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

By:

[INSERT SIGNATURE BLOCKS FOR UNIONS]

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ATTACHMENT A

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.3 of the Project Labor Agreement for the [insert project name] (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.9 and 2.2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

**PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]**

This Agreement is entered into this ___ day of _____, ~~2013~~201_ by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), and the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”) and the local Unions with geographic jurisdiction in Sonoma County including those that are affiliated with the Building and Construction Trades Department of the AFL-CIO and have executed this Agreement, for the purpose of the construction of the County’s [insert project name]. The central purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

- A. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Sonoma County Board of Supervisors has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- B. A variety of construction skills and crafts will be required to complete the construction work on the Project, including those skills and crafts represented by the Unions and their members who are employed by contractors and subcontractors that are signatory to collective bargaining agreements with such unions.
- C. It is recognized that on a project with multiple contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work.
- D. The Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- E. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end

that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

- F. The County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals.
- G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as such legally binding agreements exist between a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project.
- I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement (or "PLA").
- 1.2 "County" means Sonoma County, California.
- 1.3 "Contractor" means all contractors, subcontractors or other persons or entities performing, assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work. As used herein, the term "Contractor" includes all such contractors, subcontractors, persons or entities, including the General Contractor.
- 1.4 "General Contractor" means the Contractor awarded the Project by the County.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the County that is necessary to complete the Project.

- 1.6 "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.
- 1.7 "Local" means any of the following: For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or a contractor that employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060.
- 1.9 "Project" means the [*insert description of the project*].
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.
- 1.11 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.
- 1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations who have executed this Agreement.
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. Once a construction contract is

completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. This Agreement covers [insert project specific covered work]. This Agreement also covers all on-site fabrication, which includes work done for the Project in temporary yards or areas near the Project, and all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work involves sheet metal or plumbing and is covered by a provision of a local Master Agreement or national agreement of the applicable Union. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work.”

2.3 Exclusions:

- (1) This Agreement is not intended to, and shall not govern any construction work performed on any other County project, or any construction work performed prior to the effective date of this Agreement, or after its expiration or termination.
- (2) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.
- (3) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.
- (4) The Agreement shall not apply to any work performed by County employees, nor County suppliers/vendors/contractors who may perform work on the Project through a separate County contract. This shall include, but is not limited to, [insert any project specific excluded work]. Any contracts for Professional Services for the Project/Construction Management Services for this Project shall not be affected by this Agreement.

ARTICLE III

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be bound.

- 3.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the ~~Trades Council~~County in writing within five business days after it has subcontracted work, and shall at the same time provide to the ~~Council~~County a copy of the executed Agreement to be Bound.
- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become ~~signatory to bound~~ to this Agreement. Any Contractor that fails to provide the ~~Trades Council~~County with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.
- 3.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.
- 3.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Trades Council, Unions, County and Contractors agree that for the duration of the Project:

- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.
 - (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
 - (c) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
 - (d) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.
- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 4.1 is alleged to have occurred:
- (a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from

which the Arbitrator shall be selected.

- (b) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Trades Council, and to the involved Union, if a Union is alleged to be in violation.
- (c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
- (d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.
- (e) The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.
- (f) Such award shall be final and binding on all parties and may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner: Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive

any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

- (g) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
 - (h) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
 - (i) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.
- 4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE V

JURISDICTIONAL DISPUTES

- 5.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 5.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.
- 5.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V,

Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Sonoma, Mendocino and Lake Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

- 5.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 5.4 Each Contractor shall participate in a pre-job conference with the Trades Council, the Project Manager and Unions as appropriate prior to commencing construction work on the Project, to discuss and establish the scope of work for each Contractor for the Project. The County will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A Joint Labor/Management Administrative Committee will be formed consisting of the Project Manager, two (2) Union representatives and two (2) Contractor representatives selected by the Unions and the General Contractor, respectively. Committee meetings will be held on a monthly basis. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. Representatives of the County may participate at its request. The Committee may form subcommittees to consider and advise the full Committee on issues affecting the Project, including but not limited to, compliance with apprenticeship and workforce training programs provisions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or

other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION RECOGNITION

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.
- 8.3 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

MANAGEMENT'S RIGHTS

- 9.1 The County and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Except as provided in Section 2.1, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other

than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE X

HIRING & REFERRAL

- 10.1 Contractors that are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker meets all of the following:
- i. Possesses any license required by state or federal law, if any, for the Project work to be performed;
 - ii. Has been on the Contractor's active payroll for at least one hundred twenty (120) days of the two hundred (200) working days prior to the Notice to Proceed or equivalent authorization granted by the County to begin work on the Project; and
 - iii. Has the ability to safely perform the basic functions of the applicable trade.
- 10.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:
- i. Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.

- ii. Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.
- 10.3 If there is any question regarding an employee's eligibility under Section 10.1 or 10.2, the Contractors shall provide documentation showing compliance with Section 10.1 or 10.2 upon the request of the Trades Council or any Union.
- 10.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Union(s) provided that the Contractor complies with Article VII (Non-discrimination).
- 10.5 Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 10.6 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.
- 10.7 The parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the signatory local unions and programs developed pursuant to this Agreement.

ARTICLE XI

PROJECT SITE SECURITY

- 11.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site consistent with State and Federal law. Contractor shall not be liable to pay standby pay to any employee rejected by County.

[Insert any Project specific security requirements (e.g., airport, detention facilities, etc.)]

ARTICLE XII

APPRENTICES & WORKFORCE TRAINING PROGRAMS

- 12.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code Section or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.
- 12.2 The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, Contractors, the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and ~~joint~~ apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.
- 12.3 To further accomplish these goals, the Contractors, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, such as Career Technical Education programs, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XIII

WAGES & BENEFITS

- 13.1 All employees covered by this Agreement shall be classified and paid wages and other compensation in accordance with the then current multi-employer Master Agreement of the applicable Union, and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law.
- 13.2 Except as provided for in 13.3, Contractors that are not signatory to a Union Master Agreement (“non-signatory Contractor”) shall be required to make the benefit payments specified in 13.1, provided that only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the applicable Master Agreement are required to be paid by such non-signatory Contractor.
- 13.3 Notwithstanding any other provision of this Article, any non-signatory Contractor that has been contributing to health and welfare and pension benefit plans on behalf of a core worker for the period that such employee has been on the Contractor’s active payroll may elect to continue to contribute to such benefit plans on behalf of such employee in lieu of payments to the Union’s health and welfare and pension plans provided the health and welfare and pension benefit plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. The Joint Labor/Management Administrative Committee shall determine whether the health and welfare and pension benefits plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. Any non-signatory Contractor asserting that its health and welfare and pension benefits plans provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans shall submit such benefit plans and supporting documentation to the Committee for evaluation. Any dispute regarding the determination of the Committee shall be considered a grievance and submitted to arbitration pursuant to Article XVI.

ARTICLE XIV

COMPLIANCE & REPORTING

- 14.1 The Trades Council shall establish a means by which to monitor and investigate Contractor ~~and Union~~ compliance with the applicable provisions of California prevailing wage law in order to assure the County that no violations of law occur. The County agrees to provide the Trades Council or its designated representative with copies of certified payroll

records submitted by the Contractors and any other information requested by the Trades Council that may be required to determine compliance with applicable prevailing wage requirements. The County retains control over determining what information to provide to the Trades Council **and copies of any records made available by the County will be in accordance with California Labor Code section 1776.** A prevailing wage compliance report shall be presented to the County on a quarterly basis.

- 14.2 The Trades Council will assist the County in monitoring compliance with and reporting on Project specific apprenticeship, workforce training and development, and affirmative action requirements (including but not limited to Disadvantaged Business Enterprise and Minority Business Enterprise requirements), if applicable. [*Insert project specific requirements*]

ARTICLE XV

HOURS OF WORK

- 15.1 Eight (8) hours of labor per day with one-half hour designated as an unpaid period for lunch shall constitute a standard work day, and forty (40) hours shall constitute a regular work week.
- 15.2 Overtime and holiday pay will be in compliance with the applicable Master Agreements and the general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The Contractors, Unions, and the employees, collectively and individually, recognize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance, and the parties agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

- 16.2 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement (other than trade jurisdictional disputes), the same shall be settled by means of the following procedures:

Step 1

- (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should the Union or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2

- (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

- (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.
 - (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- 16.3 The General Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.
- 16.4 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 16.5 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the General Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 16.6 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

- 16.7 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 16.8 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE XVII

HELMETS TO HARDHATS

- 17.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 17.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

~~17.2~~17.3 *[County retains option of including alternative veterans hiring program if such program provides enhanced/additional benefits.]*

ARTICLE XVIII

SAVINGS CLAUSE

18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

DRUG TESTING PROTOCOL

19.1 The parties agree that the Memorandum of Understanding (“MOU”) on Drug Abuse and Prevention and Detection (Attachment ___) negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this Agreement.

ARTICLE XX

ENTIRE AGREEMENT

20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.

20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.

20.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator

Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.

- 20.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

ARTICLE XXI

TERM

- 21.1 This Agreement shall become effective on the date of execution by the County and Trades Council, whichever is later, and shall continue in effect until the completion of Covered Work pursuant to Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

COUNTY OF SONOMA

SONOMA, MENDOCINO AND LAKE
COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

By:

[INSERT SIGNATURE BLOCKS FOR UNIONS]

ATTACHMENT A

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.3 of the Project Labor Agreement for the [insert project name] (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.9 and 2.2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

Attachment 3-PLA Ad Hoc Policy/Template Board Direction

This matrix is a summary of the PLA Ad Hoc's recommendations and direction given to staff on 1/14/14.

Section	PLA Ad Hoc Committee Recommendation	Response- Coalition Against Sonoma County PLA	Response- Sonoma, Mendocino & Lake County Building & Construction	Straw Vote	Modifications/Direction
Policy	Threshold=\$25m/Fed, \$10m/local & State	Support	Amend: \$10m regardless of source	X	\$10 m all funding sources
Policy and Section 10.2	Core Workers: Local may use 3 core, then alternate 1:1 up to 6 core workers. Non-local alternate 1:1 up to 6 core workers.	Amend: Local may use 5 core, then alternate 1:1 up to 10 core workers. Non-local alternate 1:1 up to 10 core workers. Add setting local hire goal of min 70% hours worked by local residents.	Support	X	Add setting local hire goal of min 70% hours worked by local residents.
Policy	No Double Pmt. Benefits	Support (see Article 13	Support	X	
Policy	Pre-Apprentice, Technical Education	Support	Support	X	
Policy	All trades signatory, one agreement per project	Support	Support	X	
Policy	Bid Alternate Approach	Support and add Section 18.2 Accountability Measures (min 3 bids, re-bid if >engineer est., alternate PLA/noPLA on projects).	Delete	X	Delete

Attachment 3-PLA Ad Hoc Policy/Template Board Direction

This matrix is a summary of the PLA Ad Hoc's recommendations and direction given to staff on 1/14/14.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council	Straw Vote	Modifications/Direction
Sections 2.2 and 2.3(4)	"Covered Work": undefined in template, will be inserted in each project-specific PLA.	Define Covered Work as being work performed solely on and at the Project site.	2.2 Expand Covered Work to include: 1. off-site fabrication where that work is covered by an existing Master Agreement (HVAC ducting, pipe spools) 2. ready-mix delivery and off-hauling work under the jurisdiction of the Teamsters, 3. off-site batch plant work intended solely for the project. 2.3 (4) Expand exclusion to: work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee.	X	Expand to include plumbing and sheet metal fabrication in Covered Work.
Section 3.2 & 3.3	Subcontracting. Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.	Delete. Contractors not required to provide to Trades Council; should only need to provide to County. Use "bound" vs. "signatory" in Sect. 3.3.		X	Contractors not required to provide to Trades Council; should only need to provide to County. Use "bound" vs. "signatory" in Sect. 3.3.

Attachment 3-PLA Ad Hoc Policy/Template Board Direction

This matrix is a summary of the PLA Ad Hoc's recommendations and direction given to staff on 1/14/14.

Section	PLA Ad Hoc Committee Recommendation	Response- Coalition Against Sonoma County PLA	Response- Sonoma, Mendocino & Lake County Building & Construction Trades Council	Straw Vote	Modifications/Direction
Section 4.1 (a)	Prohibits work stoppages, strikes, etc.	Add specific remedy if a work-stoppage, strike, lockout, etc. occurs.**		X	
<i>(**Note: Liquidated damages are addressed in Sections 4.2 & 4.3)</i>					
Section 4.1			Add Section 4.1(c) relieving each union of liability for members it does not represent, and for wildcat actions, once best efforts are made to prohibit violations. Prerequisite to Union's agreeing to liquidated damages provision.	X	
Section 4.1 (d)	Last sentence reads..."In addition, if the new Master Agreement provides for benefit increases, than any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increase established by the new Master Agreement for such work performed."	Delete		X	

Attachment 3-PLA Ad Hoc Policy/Template Board Direction

This matrix is a summary of the PLA Ad Hoc's recommendations and direction given to staff on 1/14/14.

Section	PLA Ad Hoc Committee Recommendation	Response- Coalition Against Sonoma County PLA	Response- Sonoma, Mendocino & Lake County Building & Construction	Straw Vote	Modifications/Direction
Section 6.1	Establishes membership of Joint Labor/Management Admin Committee as: Project Manager, 2 Union representatives, and 2 Contractor representatives, selected by the Unions and the Gen. Contractor respectively. <i>Note: Section 1.10 defines "Project Manager" as the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.</i>	Project Manager be defined as employee from County Risk Management, and delete "unions".		X	
Sections 8.1 & 8.2	Recognizes Union as sole bargaining representative on project. No requirement to join union, but requires payment of maintenance (representation) dues/fees by all workers employed on project.	Exclude contractors' core workers and apprentices from non-union programs from Union representation and payment of dues/fees.		X	
Article 12	Apprentices/Training. Parties agree to support, sponsor and participate in construction training courses, programs, pre-apprenticeship and joint apprenticeship programs.	Strike "joint". Define "sponsoring" as requirements will be identified in bid specifications for each project.		X	Strike "joint".

Attachment 3-PLA Ad Hoc Policy/Template Board Direction

This matrix is a summary of the PLA Ad Hoc's recommendations and direction given to staff on 1/14/14.

Section	PLA Ad Hoc Committee Recommendation	Response-Coalition Against Sonoma County PLA	Response-Sonoma, Mendocino & Lake County Building & Construction Trades Council	Straw Vote	Modifications/Direction
Sections 13.2 & 13.3	Wages and Benefits, equivalent benefits for non-signatory contractors.	Add requirements for appropriate ACA "metal plan" prior to bid to clarify equivalent health benefits, and language to clarify equivalent pension payment alternatives.	Section 13.2: If non-signatory contractor is required to pay into trusts pursuant to this Section, the contractor agrees to be bound by the applicable trust agreements designated in the Master Agreement.	X	
Section 14.1	Trades Council will monitor Contractor's and Union's compliance with prevailing wage laws. County will assist by providing certified payroll records.	Add language such as: "Copies of records made available shall be in accordance with CA Labor Code 1776."	Delete "Union", as unions have no obligations under prevailing wage law.	X	Add language such as: "Copies of records made available shall be in accordance with CA Labor Code 1776." Delete "Union" , as unions have no obligations under prevailing wage law.
Article 17	Helmets to Hardhats- Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), and participate in their "Helmets to Hardhats" veterans career assistance program.	Only signatory contractors agree to use "Center" (Sections 17.1 & 17.2). Add alternative language requiring contractors to make "good faith efforts" to hire qualified veterans for the project, and other suggestions.	Trades Council has indicated this section is required, as written.	X	Staff directed to add enhanced program language as part of future project specific PLA.



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

William F. Rousseau, 707-565-1877

Supervisorial District(s):

Fifth

Title: Consolidation of Elections.

Recommended Actions:

Adopt the resolution authorizing consolidation of all districts that have submitted requests for consolidation, as provided by Elections Code §10402, and have measures or other matters to be placed before the voters on April 8, 2014.

Executive Summary:

Election law has established Tuesday, April 8, 2014, as a date on which local jurisdictions may hold special elections. One special district and two fire protection districts have called elections in their areas for this date and have requested consolidation as authorized by state law. Elections Code §10402 provides that elections called for the same date may be consolidated, and as provided by Elections Code §10406, costs of the election are shared among the entities involved.

Copies of the resolutions received in this office from the local jurisdictions wishing to consolidate with the special election are on file with the clerk.

As of January 10, 2014, the consolidation deadline, the following jurisdictions have requested consolidation to place measures and other matters on the April 8, 2014, ballot:

SPECIAL DISTRICT: Coast Life Support District.

FIRE PROTECTION DISTRICTS: Bodega Bay Fire Protection District, Russian River Fire Protection District.

Prior Board Actions:			
None.			
Strategic Plan Alignment Goal 4: Civic Services and Engagement			
Approving consolidation of the jurisdictions' elections allows them to share election costs.			
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:			
Copies of resolutions from local jurisdictions.			



County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Authorizing Consolidation of any Local Election Which May Be Held on Tuesday, April 8, 2014.**

Whereas, Tuesday, April 8, 2014, is an established election date on which local jurisdictions may hold special elections; and

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

Now, Therefore, Be It Resolved that the Board of Supervisors does hereby authorize the consolidation of any local election which may be held on Tuesday, April 8, 2014, provided that the local jurisdictions calling the election pay their pro-rata share of the costs incurred throughout the conduct of said elections.

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: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Economic Development Board

Staff Name and Phone Number:

Ben Stone (707) 565-7170

Supervisorial District(s):

All Districts

Title: Consulting Services Agreement with the Cultural Planning Group

Recommended Actions:

Approve and authorize the Chair of the Board to execute a professional services agreement with the Cultural Planning Group to develop a cultural arts action plan to promote the arts and strengthen the Sonoma County Cultural Arts economy in an amount not to exceed \$76,000, through June 30, 2014.

Executive Summary:

In Sonoma County, the cultural arts are a diverse and significant part of the local creative economy. The County of Sonoma recognizes that a thriving cultural life generates income, jobs, and tax revenue, and it also creates community visibility. The Green Music Center at Sonoma State University and other cultural arts assets have elevated Sonoma County as an able contender in the arts scene, and present key opportunities for growth. As Sonoma County enjoys economic recovery, proximity to the greater Bay Area and a surge in tourism-related activity, it is well-positioned to leverage growth opportunities.

As such, the Board of Supervisors has directed the Economic Development Board (EDB) to oversee the development of the first Action Plan to advance the cultural arts and creative economy in Sonoma County.

A Request for Proposals (RFP) for the Sonoma County Economic Development Board (EDB) was issued in September 2013 seeking proposals from qualified consultants to prepare an Action Plan ("Plan") for the Cultural Arts in Sonoma County. It was posted on the County website as well as sent to nineteen (19) local, regional and national organizations. Five firms submitted proposals and three firms were selected for interviews. The three firms interviewed included the Cultural Planning Group (San Diego, CA), Arts Market (Bozeman, Montana), and AMS Planning & Research Group (Petaluma, CA). The Cultural Planning Group was selected by a committee made up of County employees and outside consultants. The Cultural Planning Group was selected by the committee based on their wide spectrum of expertise and prior experience in developing cultural arts plans. The EDB does not have the expertise or capacity to complete this work in house.

The Cultural Planning Group is a nationally recognized firm with experience in developing cultural arts plans and developing arts agency organizational structures and funding strategies to support those efforts. Recent developments at the Sonoma County Arts Council have made it a priority to develop a new cultural arts organizational structure to implement the plan going forward.

Cultural Planning Group will provide the following under this agreement:

Stakeholder Outreach

The stakeholder phase encompasses the community consultation elements of the planning process. This will include the two distinct stakeholder groups mentioned in the RFP, local funders and the nonprofit arts community. The consultant will provide Final report documentation from interviews and focus group meetings including a current assessment of arts programs, cultural assets and facilities.

Situational Analysis

Assessment of county arts and cultural needs, based on the sum total of stakeholder input and background research. Community needs will be prioritized for the purpose of developing of recommended programs, uses of public funding, initiatives and facilities.

Assessment of the arts funding ecology in Sonoma County, to identify additional, sustainable sources of arts and cultural funding from the private and public sectors.

Assessment of options for a leadership entity to replace the Arts Council of Sonoma County and best reflect the county’s current vision and needs for cultural development. The assessment will address: the leadership entity’s mission and needs; desired functions of the leadership entity including potential program and initiatives; the structure of the entity (public, private, quasi-public etc), and lastly options for sustainable funding of the leadership entity.

Development of the Plan

During this phase, the consultants will incorporate the situational analysis and other information into a draft and final plan to be vetted by staff, the Steering Committee and the community. The resulting final report will be presented for adoption by the Board of Supervisors, Economic Development Board and other approving bodies by June 2014.

Prior Board Actions:

None related to this effort.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 76,000	State/Federal	\$
	\$	Fees/Other	\$ 76,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 76,000	Total Sources	\$ 76,000

Narrative Explanation of Fiscal Impacts (If Required):

Additional appropriations are needed to carry out this project as funds were not included in our 2013-14 budget. If approved, funds will be appropriated from Advertising Fund contingencies in the next consolidated budget adjustment.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None.

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

Consulting Services Agreement with the Cultural Planning Group.



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: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Al Terrell, 565-1152

Supervisorial District(s):

2

Title: Authorize the Purchase of One Used 2009 Type Six Fire Engine

Recommended Actions:

Authorize the purchase of one used 2009 fire engine from the Jackson Fire Department to serve County Fire-CSA#40 in the San Antonio Fire Service Area (Second District).

Executive Summary:

The request before the Board is to approve the purchase of one used 2009 type six fire engine for County Fire. The purchase of this engine would replace two aging and unreliable apparatus for the San Antonio Fire Service Area (FSA).

Background:

The 2009 Fire and Emergency Services Analytical Review identified apparatus as one of the major issues to firefighter safety and the volunteer company's ability to respond to emergencies. County Fire has made apparatus safety and replacement one of its top priorities and the department has taken advantage of every opportunity to replace aging and non-complaint apparatus. The Type 6 engine is the style and configuration that will provide the most versatile response apparatus for our Fire Service Areas.

The purchase of the 2009 type 6 engine will replace two old, non-compliant apparatus that have been identified as "High Priority" replacement in the Analytical Review. The engines that will be replaced have served the community for many years; they have become unsustainable due to ongoing mechanical issues, upcoming major repairs, and firefighter safety concerns. The payment for these repairs has been a financial burden for the fire company. In addition, there are major repairs required for the engines to remain in service. The cost of these repairs exceeds the value of the apparatus, and repairs are not

recommended.

The purchase price for the used apparatus will be approximately \$76,125, including sales tax.

Purchase Amount: \$76,125

Department staff has coordinated with General Services Fleet Operations Division to inspect the 2009 used engine, and find that it will meet the agency's needs. An Operations Chief and a Fleet Mechanic went to Jackson to inspect the apparatus. The 2009 Type 6 engine is lightly used and has been maintained in exceptional condition. Oil samples taken from the engine show no wear on any of the major drive train components.

The used apparatus being purchased is expected to have a useful life of 20 years. The purchase price of this apparatus will give us many years of service at a discounted price (new apparatus of this type average \$175,000 or more).

If approved by your Board, the Department will facilitate the purchase in coordination with General Services' Purchasing and Fleet Operation Divisions.

Prior Board Actions:

The Board approved a similar purchase for two Type 6 Engines on Feb 5, 2013 in Resolution 13-0034. This would continue to standardize the County Fire fleet and provide a more reliable first response apparatus to serve the San Antonio community.

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

Functional apparatus protects the firefighters and enables enhanced emergency response to the public.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 76,125	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 76,125
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 76,125	Total Sources	\$ 76,125

Narrative Explanation of Fiscal Impacts (If Required):

The cost of the apparatus is \$70,000 and an additional \$6,125 for sales tax. It is anticipated that the total costs of the apparatus will be \$ 76,125. The budgetary adjustment will be included in the consolidated budget adjustments. The remaining fund balance will be approximately \$1.9M. The department will be working with volunteer companies, developing a plan for capital improvements from the remaining reserve funds.

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: 13

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Ed Buonaccorsi, General Services, 565-3193

Supervisorial District(s):

3rd District

Title: Renewal of lease with Redwood Empire Dispatch and Communications Authority (REDCOM) for office space at 2796 Ventura Avenue, Santa Rosa CA

Recommended Actions:

- 1) Authorize the General Services Director to execute a Lease with Redwood Empire Dispatch and Communications Authority (REDCOM) for a 13 –year, 6-month term with one (1) option to extend for 10 years, for use of office space at 2796 Ventura Avenue, Santa Rosa, to provide emergency medical dispatch and ambulance dispatch services; and
- 2) Make findings as required by Government Code Section 26227.

Executive Summary:

General. The County is authorized by law to develop an emergency medical services system and has designated its Health Services Department as its Emergency Medical Services Agency (“EMS Agency”) pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (“the EMS Act”).

The County and its EMS Agency have designated REDCOM to provide emergency medical dispatch and ambulance dispatch services to the people of the County of Sonoma, per their Agreement for the Provision of Emergency Medical Dispatch and Other Related Services dated July 1, 2007. REDCOM currently performs its dispatch services and related administrative functions in approximately 1,012 square feet of office space within the building owned by the County and commonly known as the Sonoma County Sheriff’s Main Administration Building located at 2796 Ventura Avenue, Santa Rosa (the “Building”).

The County provides this space to REDCOM, pursuant to the Agreement for the Provision of Facility Office Space, dated July 1, 2007 (the “2007 Occupancy Agreement”).

The 2007 Occupancy Agreement expired on June 30, 2013; both parties wish to establish a new lease agreement for the current premises. In addition, both parties have agreed to have the County provide

expanded office space in the Building for REDCOM’s use, as well as to improve such office space through tenant improvements to meet REDCOM’s expanding needs. Your Board authorized the tenant improvements at the July 30, 2013 Board meeting.

The proposed lease includes provisions for REDCOM to reimburse the County for the tenant improvements, plus interest, using Graton Casino Mitigation Funds. REDCOM has other costs associated with this expansion, and will be using the 2015 allocation of Graton Casino Mitigation Funds to meet these obligations. Annually beginning January 1, 2016, REDCOM will remit the first \$200,000 of mitigation funds it receives to the county towards this reimbursement until the debt is paid off. If the Graton Casino Mitigation Funds are not sufficient to cover this obligation, any outstanding balance on December 31, 2026 will be borne by the County. The 13-year term of this lease corresponds with this repayment schedule.

Public Benefit. The County is authorized to enter into the proposed lease agreement pursuant to the provisions of Government Code § 26277, and other applicable law, for the following reasons: REDCOM provides benefits the health, safety, and welfare needs of the public; the office space provided pursuant to this Agreement is not needed for County purposes; and providing the office space, as well as improving it to fit the needs of REDCOM, are in the best interests of the County and the general public.

Proposed Lease Terms. Staff has negotiated a new lease, the proposed terms of which are as follows:

- Premises: The premises are located at 2796 Ventura Avenue, Santa Rosa, and are comprised of approximately 1,861 square feet of office space on the 2nd floor of the Building.
- Initial Term: July 1, 2013 through December 31, 2026.
- Rent: REDCOM would be exempt from paying any rent, or any other type of payment, for its occupancy and use of the premises. REDCOM shall reimburse the County for the cost of the tenant improvements the County actually incurs, pursuant to the terms and conditions contained within the proposed lease.
- Option: One (1) 10-year option.
- Termination: The parties may mutually agree to shorten or extend the initial term or renewal of the Lease in writing. The Agreement shall automatically terminate upon the dissolution of REDCOM as a Joint Powers Authority entity.

Prior Board Actions:

07/30/13—Authorized Facilities Development & Management to proceed with the Sheriff Building Shell Space Tenant Improvement Project
04/23/13—Authorized the use of non-departmental Special Revenue Funds for construction of tenant improvements for the REDCOM project

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

The proposed lease will promote continuity in the delivery of needed services from a centrally located

office.

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):

Under the terms of the 2007 Occupancy Agreement, the County paid all costs for the REDCOM use of the space at 2796 Ventura Avenue, and under the negotiated terms and conditions of the proposed lease, County would continue to pay all costs associated with the REDCOM lease. Costs for utilities, janitorial and maintenance are paid out of the General Services FY 13/14 budget. Under the 2007 Occupancy Agreement, REDCOM occupied 1,012 square feet of office space. Under the proposed lease, REDCOM will occupy 1,861 square feet of office space. The expansion space proposed for use by REDCOM may require additional funding to provide for the increased related costs for maintenance, utilities and janitorial service incurred by the additional square footage.

REDCOM shall reimburse the County for the cost of the tenant improvements the County actually incurs, pursuant to the terms and conditions contained within the proposed lease. This reimbursement will not begin until 2016, and will be included in future budgets.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

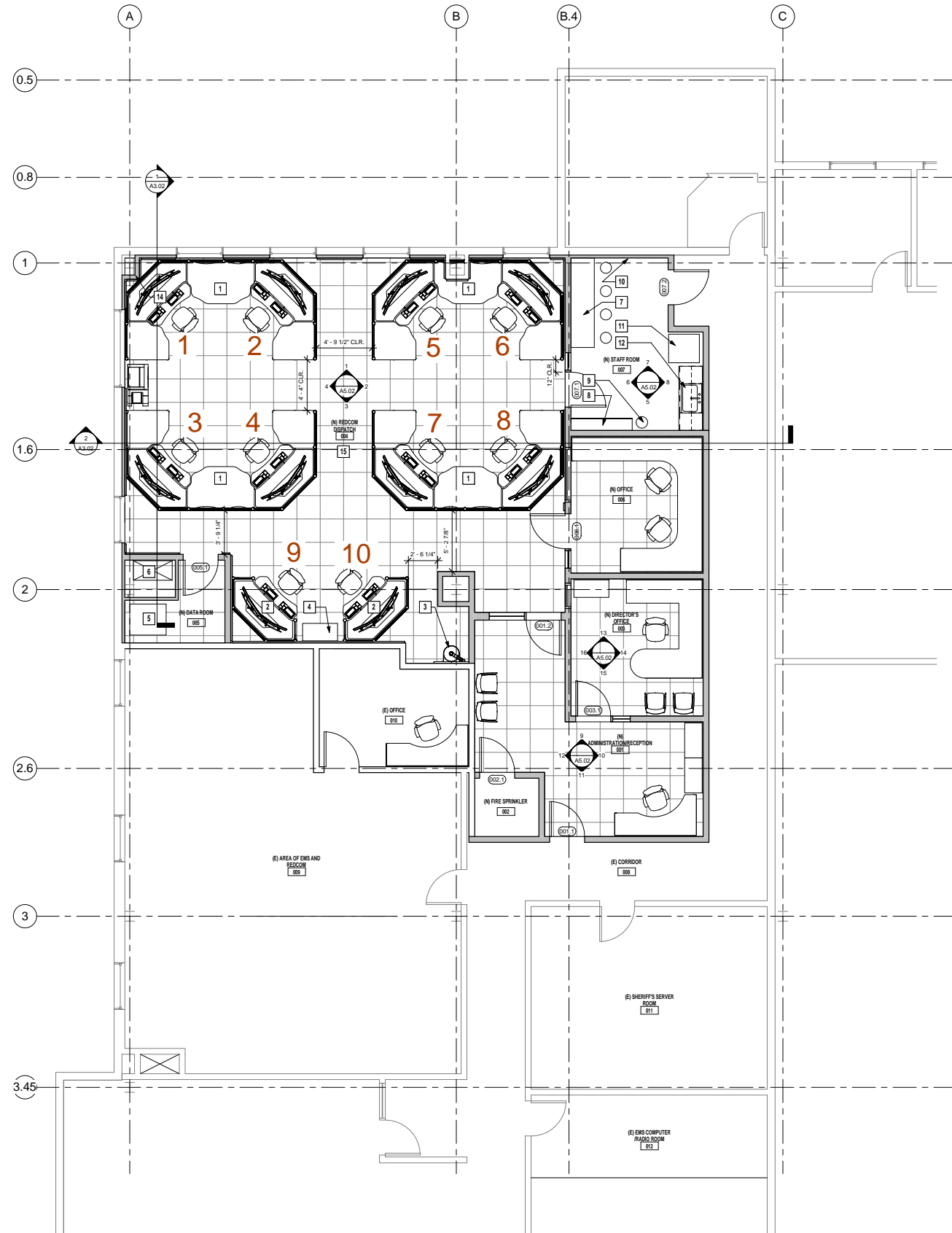
N/A

Attachments:

Floor plans

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

Copy of proposed lease



NEW FLOOR PLAN - KEYNOTES

- 1 SYNERGY CENTER LFT 3048 (2) PERSON STATION
- 2 SYNERGY CENTER LFT 3048 (1) PERSON STATION
- 3 FM-200 TANK
- 4 CUSTOM CABINET
- 5 DATA RACK
- 6 (E) DUCT AND UTILITY SHAFT
- 7 BAR SEATING
- 8 LOCKERS
- 9 WATER TANK
- 10 BULLETIN BOARD
- 11 REFRIGERATOR
- 12 SINK AND DISPOSAL
- 13 MICROWAVE
- 14 (N) FURRED COLUMN COVER
- 15 12' TALL ACCESS FLOOR

RossDrulisCusenbery

18294
Sonoma Highway
Sonoma
CA 95476

TEL: 707 996 8448
FAX: 707 996 8542

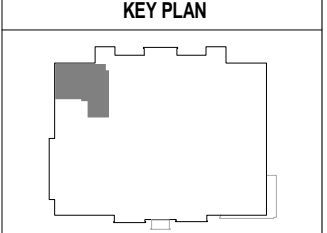
ARCHITECTURE

**Sonoma Sheriff
REDCOM Expansion**

2796 Ventura Avenue,
2nd Floor
Santa Rosa, CA 95403

LEGEND

- (N) WALL
- (E) TO REMAIN
- REQUIRED ADA PULL AND PUSH DOOR CLEARANCE
- (N) REDCOM EXPANSION



- GENERAL NOTES**
1. REFER TO SHEET AS.03 FOR ACCESSIBILITY GUIDELINES AND INSTALLATION REQUIREMENTS.
 2. ANYTHING SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS OR MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS SHALL HAVE THE SAME EFFECT AS IF SHOWN OR MENTIONED RESPECTIVELY. OF BOTH TECHNICAL SPECIFICATIONS TAKE PRIORITY OVER GENERAL DRAWINGS. ANY WORK SHOWN ON ONE DRAWING SHALL BE CONSTRUED TO BE SHOWN IN ALL DRAWINGS AND THE CONTRACTOR WILL COORDINATE THE WORK AND THE DRAWINGS.
 3. THE CONTRACTOR SHALL VERIFY DIMENSIONS AND COORDINATE WORK WITH THE INSTALLATION OF 'OWNER FURNISHED, CONTRACTOR INSTALLED' (OFICI) ITEMS AND 'OWNER FURNISHED, OWNER INSTALLED' (OFIO) ITEMS. COORDINATE ARCHITECTURAL DETAILS WITH ALL OTHER DISCIPLINES BEFORE ORDERING OR INSTALLING ANY WORK.
 4. PROVIDE SOLID BLOCKING IN WALLS AT WALL MOUNTED ACCESSORIES, CABINETS, RACKS, WALL SUPPORTED EQUIPMENT, OPEN SHELVING SYSTEM, ETC. COORDINATE WITH OWNER.
 5. AT ALL (E) WALLS WITH GYP. BD. TO REMAIN PROVIDE A (N) FINISH TO MATCH THE ADJACENT FINISH OF (N) WALLS, AND PATCH AND REPAIR AS REQUIRED SO THAT THE FINISHED ROOM HAS A CONTINUOUS AND CONSISTENT APPEARANCE THROUGHOUT.
 6. REFER TO SECTIONS AND DETAILS FOR SUBSTRATE INFORMATION.
 7. SEE TYP. BUILDING ACCESSIBLE SIGNAGE REQUIRED AND SHEET ALSO FOR ADDITIONAL REQUIREMENTS, TYP.
 8. SEE MECHANICAL AND ELECTRICAL SHEETS FOR ADDITIONAL INFORMATION.
 9. COORDINATE ALL POWER AND TEL/DATA REQUIREMENTS WITH OFCI AND OFIO EQUIPMENT.
 10. COORDINATE ALL ROUGH-IN REQUIREMENTS WITH (N) OFCI AND OFIO EQUIPMENT.
 11. ALL WELDS SHALL BE CONTINUOUS AND GROUND SMOOTH.

REVISIONS

No.	Description	Date

50% DD Set

Sheet Title:
**SECOND FLOOR PLAN -
REDCOM EXPANSION**

Drawn By: Author
Checked By: Checker

Scale:
As Indicated

Date:
5/31/13

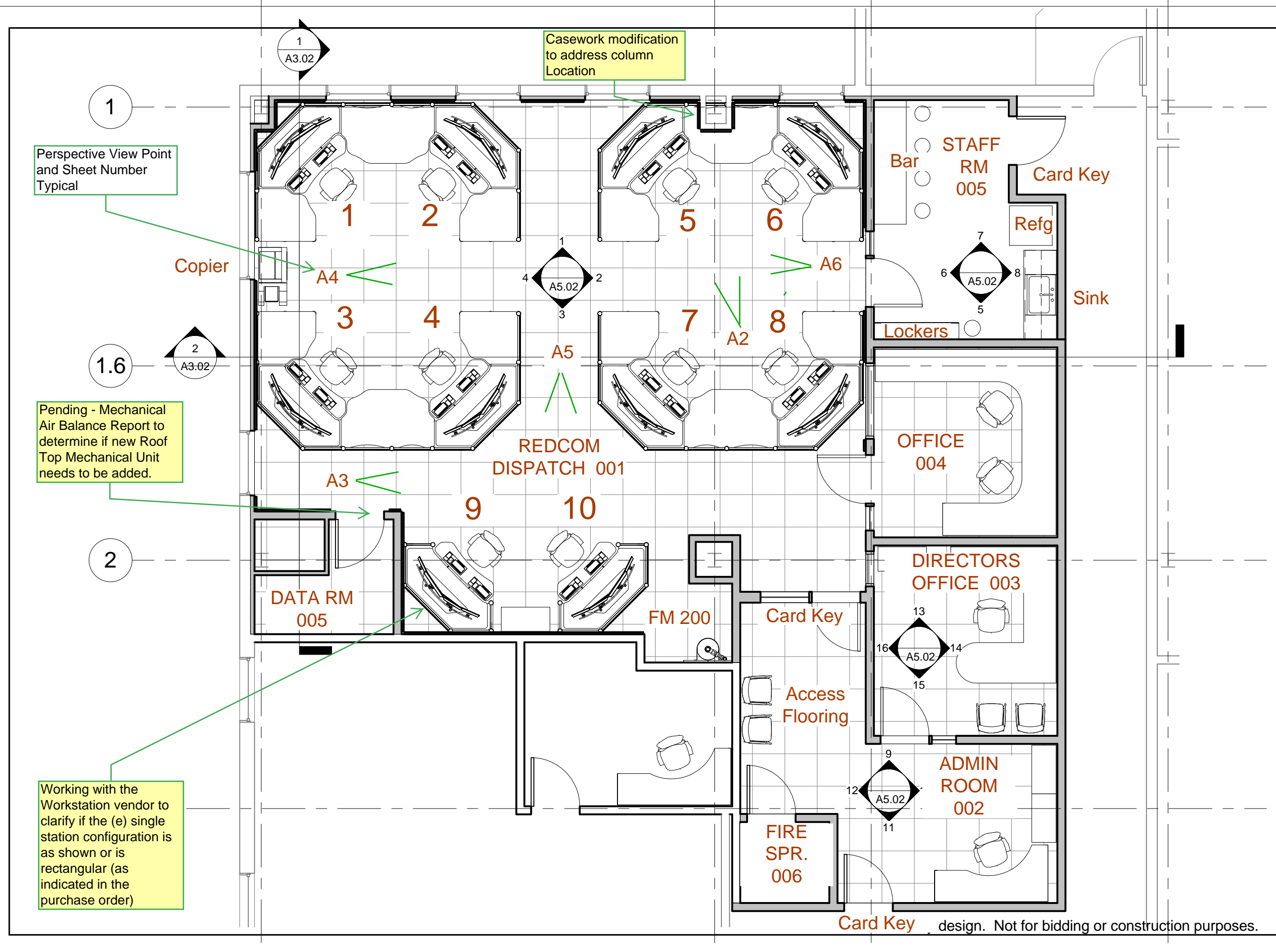
Project No.: 2013110

A2.02
Drawing No.

6/10/2013 3:05:15 PM C:\Users\mcdowen\My Documents\REDCOM Expansion.dwg

1 SECOND FLOOR PLAN
1/4" = 1'-0"

Preliminary Design. For Design Build RFP. Not For Construction Purposes.



Perspective View Point
 and Sheet Number
 Typical

Casework modification
 to address column
 Location

Pending - Mechanical
 Air Balance Report to
 determine if new Roof
 Top Mechanical Unit
 needs to be added.

Working with the
 Workstation vendor to
 clarify if the (e) single
 station configuration is
 as shown or is
 rectangular (as
 indicated in the
 purchase order)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-7876

Supervisorial District(s):

Countywide

Title: Decade Software License and Support Agreement

Recommended Actions:

Authorize the Director of Health Services to execute an agreement with Decade Software Company, LLC for environmental health inspection tracking and accounting software system licensing, maintenance, setup, customization, and training for the period January 1, 2014 through December 31, 2016, in an amount not to exceed \$122,556.

Executive Summary:

This item requests approval of an agreement with Decade Software Company, LLC for environmental health inspection tracking and accounting software system licensing, maintenance, setup, customization, and training for the period January 1, 2014 through December 31, 2016, in an amount not to exceed \$122,556.

In 2006, the Department of Health Services issued a Request for Proposals to qualified suppliers for a new environmental health inspection tracking and financial accounting system to replace the existing system as it was inconsistent with County Information Systems Department (ISD) standard architecture and was no longer supported by the manufacturer. In conjunction with ISD staff, the Department evaluated all proposals and chose Decade Software Company, LLC to supply the new software system. Decade's EnvisionConnect software, currently used by more than 35 environmental health agencies in other counties in California, is used to track and report all environmental health inspections results, financial billing, invoicing and permitting, and reports mandated by state and federal regulations.

This system is an essential component in the Department of Health Services' strategy to continue with high-quality service to the community and collect data to make evidence-based decisions and program enhancements. The continued licensing, support, and training provided through the agreement with Decade Software Company, LLC is necessary to fully utilize the software and allows for the Department to make trustworthy data-based decisions when managing and developing programs, developing budgets, and establishing fees.

ISD reviewed the current requirements for environmental health software and recommends continued

use of Decade’s EnvisionConnect as it is uniquely developed for health inspections and not a system that can be competitively developed internally. In addition, ISD has provided and will continue to provide the infrastructure, database, and related support necessary to host EnvisionConnect.

Prior Board Actions:

On October 3, 2006 the Board approved an agreement with Decade Software Company, LLC for \$60,000 for the period 10/1/2006 through 9/30/2007. On June 10, 2008 the Board approved an agreement with Decade for \$84,108 for the period 10/1/2007 through 9/30/2010. On January 11, 2011 the Board approved an agreement with Decade for \$73,710 for period 1/1/2011 through 12/31/2013.

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

The continued use of this system allows the Department to make trustworthy data-based environmental health-related decisions when managing and developing programs, developing budgets, and establishing fees.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 20,426	County General Fund	\$ 0
Add Appropriations Req'd.	\$ 0	State/Federal	\$ 0
	\$	Fees/Other	\$ 20,426
	\$	Use of Fund Balance	\$ 0
	\$	Contingencies	\$ 0
	\$		\$
Total Expenditure	\$ 20,426	Total Sources	\$ 20,426

Narrative Explanation of Fiscal Impacts (If Required):

Funding of \$20,426 for this agreement is included in the FY 13-14 budget. Funding for future years will be included in the appropriate year budgets (FY 14-15 - \$40,852, FY 15-16 - \$40,852, and FY 16-17 - \$20,426).

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:

License and Support Agreement with Decade Software Company, LLC

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

None



County of Sonoma

License and Support Agreement

Agreement Number: SON-2014

Revision 1.0

12/13/2013

Signed contract must be returned, to Decade by Client, within 30 days of receipt. In the event signed contract is not received by Decade within 30 days of Client receipt, prices and terms contained herein are subject to increase.

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LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT made this 1st day of January, 2014.

BETWEEN:

DECADE SOFTWARE COMPANY, LLC. ("Decade") with principal place of business at 1195 West Shaw Avenue, Fresno, California 93711, and the County of Sonoma, a political subdivision of the State of California (hereinafter "Client) with principal place of business at 625 5th Street, Santa Rosa, CA 95404.

WHEREAS Decade is the developer and owner of a certain set of software products marketed using the trade name EnvisionConnect;

AND WHEREAS Client desires to obtain from Decade a revocable, non-exclusive, non-sub licensable and non-transferable license for the benefit of the Environmental Health and Safety section of the County of Sonoma, Department of Health Services, Public Health Division, to use Decade's Licensed Programs and services;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

Appendices

The following appendices are attached to form part of this Agreement:

Appendix	Description
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	Third Party Software
Appendix E	Microsoft SQL Server

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

1. Definitions

- 1.1. Agreement. The agreement set forth in this document
- 1.2. Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Source Code.
- 1.3. Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

Decade Software Company, LLC.

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- 1.4. Source Code. The term "Source Code" shall mean a full source language statement of the programs owned by Decade used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.
- 1.5. Effective Date. The term "Effective Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.
- 1.6. Anniversary Date. The term "Anniversary Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.
- 1.7. Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.
- 1.8. Professional Service Request (PSR). The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to.
- 1.9. EnvisionConnect. The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Appendix A.
- 1.10. Inspector. The term "Inspector" shall mean a Client staff member whose job function requires fifty percent (50%) or more time is spent conducting field activities such as inspections or investigations.

2. License

- 2.1. Decade hereby grants to Client, and Client hereby accepts from Decade, subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-sub licensable and non-transferable license ("License") to use the Licensed Materials solely for Client's own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.
- 2.2. The License also authorizes Client to maintain a back up copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Decade. Client agrees to include the Decade copyright notice on all copies, in whole or in part, in any form. Client agrees to receive prior written approval from Decade before copying any portion of the Licensed Programs for any other purpose, which Decade may, at its sole and unfettered discretion, grant or not grant.
- 2.3. Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Decade.
- 2.4. Client agrees to not allow access to the Licensed Programs to any third party without written permission from Decade.

3. Ownership

- 3.1. Decade is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, the Client pursuant to this Agreement are, and remain the property of Decade. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. The Client shall use its commercially reasonable best efforts to prevent any violations of the Decade's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublicense, assign, barter, encumber, or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.
- 3.2. The Client shall have no right to modify, enhance or otherwise change the Licensed Materials in any way without the prior written consent of Decade, however the Client shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.
- 3.3. The Licensed Materials and all other data or materials supplied by Decade to Client are confidential and proprietary to Decade, protected by law and of substantial value to Decade, and their use and disclosure must be carefully and continuously controlled;
- 3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the United States.
- 3.5. All logos, trademarks and trade names of Decade are proprietary to Decade and may only be used as authorized in writing by Decade.
- 3.6. Client shall keep all property of Decade free and clear of all claims, liens and encumbrances.
- 3.7. Client shall notify Decade immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant of this Agreement.
- 3.8. In the event Client breaches or attempts to breach any of the provisions of this Section 3, Decade shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement.

4. Prices, Adjustments, and Taxes

- 4.1. Prices for license fees and professional services are contained in Appendices A and D. The original license and annual fees are based on the number of Inspectors specified in Appendix A.
- 4.2. Client agrees to pay for additional Inspectors as they are added at Decade's then prevailing license and maintenance fees.
- 4.3. After the initial term and for successive terms thereafter, Decade will notify Client at least sixty (60) days prior to the end of the then current term of Decade's intent to increase prices for the successive term.

Decade Software Company, LLC.

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- 4.4. Any tax, such as sales and use taxes, exclusive of property and income taxes, that Decade is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Decade, or Client shall pay directly to the taxing agency with proof of payment provided to Decade. This obligation extends retroactively if so assessed by a taxing agency.
- 4.5. If Client is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Decade computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.
- 4.6. If Client is using the Licensed Programs in a state other than California then Client is responsible for knowing the sales and use tax rules of that state.
- 4.7. Decade will assess and Client agrees to pay a late charge of 1 ½ % per month, or the highest amount allowed by law, for each month a payment is 30 days past due.
- 4.8. Decade reserves the right to withhold services for non-payment of fees.
- 4.9. Section 6 lists products and services that are not included in the license and support fee. Fees for Client's use of these items are due and payable when invoiced.

5. Support Services

The following services are included in the license and support fees:

- 5.1. Telephone Support Decade provides toll free phone support during Decade's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Authorized callers will be limited to the Client's Primary IT and Primary CS Contacts.
- Holiday's Include:
- New Year's Day
 - Martin Luther King Jr. Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - The Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
- Issues can be reported 24-hours a day via Decade's web-based incident reporting system, e-mail, fax, or telephone. Decade supports both the applications it develops and provides first-tier support the database backend on which these applications run.
- Incident Response Time
- E-mail, Phone, or Fax Submissions: One (1) hour M-F, 8am to 8pm with Federal and State holidays excluded
 - Internet Submission: instantaneous Web response with incident tracking number
- 5.2. Web-based Support All clients have 24-hour access to Decade's web resources.
- Incident Reporting
 - Resolution Reporting
 - System Documentation
 - "Did You Know" Articles
 - Online Support Forms
- 5.3. Licensed Programs Maintenance Decade will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the then current Decade Licensed Materials. Decade will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed

Programs. Decade will correct any error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or Decade will provide a commercially reasonable alternative that will conform to the then current Licensed Materials.

If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Licensed Programs, Decade will provide continuous effort to correct the error or malfunction.

5.4. User Community Tools

User Groups: User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Decade clients.

Decade's clients use a Community Web Site to share information such as workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers.

Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them. In addition, they can join groups, be automatically notified when updates are made to their group, when questions are posed by others, when responses are provided to questions, etc.

5.5. Refresher Training

There will be no charge for refresher training conducted at Decade's office on mutually agreeable dates, if the material was covered and the attendee(s) Attended Client's initial training. Refresher training does not include training for new Licensed Programs or Client staff that have not been trained before, which are billable services.

5.6. Client Relationship Management

Decade utilizes a Client Relationship Management (CRM) software application that enables Decade to manage every aspect of our relationship with the client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction. Decade will not release any Client information without prior authorization from the Client.

5.7. Service Modification

Decade has the right to eliminate, add to, or modify these services.

6. Items Not Covered by this License and Support Fee

- 6.1. The following services will be provided on a fee basis. Appendix A contains prices for license fees, and all services that are agreed upon as a condition of this Agreement. Services not specifically included can be obtained from Decade after completion and approval of a Professional Service Request (PSR) at the rates identified in Appendix C.
- 6.2. Support Initiated Outside Normal Working Hours Decade’s normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded. If Client requires or initiates service outside these hours, Client will pay for such support at Decade’s prevailing rates.
 Holiday’s Include:
- New Year’s Day
 - Martin Luther King Jr. Birthday
 - Presidents’ Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - The Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
- 6.3. Data Conversion
- 6.4. Data Correction or Restoration Unless caused by Decade’s negligence while working on Client’s system.
- 6.5. Custom Programming
- 6.6. Software Implementation
- 6.7. Initial and New Staff Training
- 6.8. Client will reimburse Decade for out-of-pocket costs expended on Client’s behalf, unless such costs are caused by Decade’s negligence. These can include travel and per diem, parts and supplies, media and reproduction, and long distance calls initiated from Decade to Client’s system. Decade will obtain Client’s prior approval before expending more than \$100.00 per incident.

7. Warranty and Limitation of Decade's Liability

- 7.1. Decade warrants that it is the owner or licensee of the Licensed Materials and that it has the right to grant the License granted hereunder. Decade agrees to defend Client against, and pay the amount of any adverse final judgment (or settlement to which Decade consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Licensed Materials infringe any copyright or patent; provided Decade is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Client provides reasonable assistance in defense of same.
- 7.2. Decade warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials, at no additional cost to Client, provided that: (a) the Licensed Programs have not been modified, changed or altered by anyone other than Decade or as authorized by Decade in writing; (b) Client is operating the then-current version of the Licensed Programs; (c) Client's computer system is in good operating order and is installed in a suitable operating environment; (d) Client's computer system configuration used in the operation of the Licensed Programs meets Decade's approved specifications; (e) the error or defect is not caused by Client or its agents, employees or contractors; (f) Client promptly notifies Decade of the error or defect when it is discovered; (g) all fees then due to Decade have been paid; and (h) Client is not otherwise in breach of its obligations under this Agreement. In such event, Decade shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials as soon as reasonably practicable under the circumstances.
- 7.3. If Client notifies Decade of such error or defect and, after investigation by Decade, Decade determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.3 above, then Client shall reimburse Decade at Decade's then prevailing rates for all costs incurred in investigating such error or defect.
- 7.4. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY DECADE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND DECADE'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH DECADE'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS AT DECADE'S SOLE AND UNFETTERED DISCRETION.
- 7.4.1. The limitation of liability described in this Section 7 excludes damages arising from crimes, torts or intentional acts of Decade and their respective, employees, officers, or agents which result in personal injury, tangible property damage or death to any person. This exclusion shall not apply to any claims with respect to the licensed Program or the performance of Decade under this Agreement (except as they may result in personal injury, tangible property damage or death).
- 7.4.2. For the purposes of this limitation, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications

software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

- 7.5. DECADE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY DECADE.
- 7.6. DECADE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY CLIENT AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS OR OTHERWISE, EVEN IF DECADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL DECADE BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO CLIENT IN AN AMOUNT EXCEEDING THE SUM OF THE INITIAL LICENSE FEE ACTUALLY PAID BY CLIENT TO DECADE UNDER THIS AGREEMENT, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY DECADE; (B) ANY ACT OR FAILURE TO ACT OF DECADE; OR (C) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF DECADE HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. CLIENT AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST DECADE BASED ON ANY THEORY OF STRICT LIABILITY.
- 7.7. General Indemnification
- 7.7.1. Any obligation by Decade to defend or indemnify Client shall be conditioned per Client doing all of the following:
- 7.7.1.1. Notifying Decade of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that Decade suffers no prejudice to its rights;
 - 7.7.1.2. Giving Decade the right to control and direct the defense and settlement of that action;
 - 7.7.1.3. Making no compromise, settlement or admission of liability; and
 - 7.7.1.4. Providing reasonable assistance and cooperates in the defense of that action.
- 7.7.2. Decade's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:
- 7.7.2.1. Any modification of the EnvisionConnect software other than by Decade, or the combination of the software with non-Decade software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;
 - 7.7.2.2. Client's use of other than the latest release of the EnvisionConnect software if Client is informed that a claim, suit or proceeding can be avoided by use of the latest release;
 - 7.7.2.3. Any use of the EnvisionConnect software not authorized by this Agreement; or
 - 7.7.2.4. Any modification or derivative work made by Decade based on Client's instructions, designs or specifications.

8. Binding Dispute Resolution

- 8.1. The parties shall use reasonable efforts to amicably settle all disputes, controversies, or differences, which may arise between them (“Dispute”). If no resolution is reached, the parties shall submit the Dispute to a mutually acceptable mediator, initiated by written demand of one party served on the other, and if the mediator determines that the Dispute cannot be resolved by mediation, then the Dispute shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Arbitration shall take place in Fresno, California. The arbitration award shall be supported by written conclusions of law and fact. Punitive damages shall not be permitted under any circumstances. The existence of the dispute, the dispute resolution process and the arbitrators’ award shall be maintained confidential, provided that the arbitrators’ award may be entered as a final judgment in any court in Fresno County, California having jurisdiction. The provisions of this Section 8 shall not apply to those instances in which either party is entitled to seek injunctive relief pursuant to the terms of this Agreement and desires to do so.

9. Client Responsibilities

Client is responsible for the following:

- 9.1. Timely payment of Decade invoices.
- 9.2. Provisions of a test system, and use of said system, prior to installing any enhancements, Versions, or Licensed Programs. This shall include testing of any changes made by the Client, including but not limited to:
- Reports
 - Page Layouts
 - Support Codes
 - Configurations
- 9.3. Provision of appropriate operating environment for Client’s computer system, Client employees, and Decade staff when at Client location.
- 9.4. Provision of knowledgeable, competent operators with an understanding of Client's operations.
- 9.5. Scheduled training to properly prepare Client's staff to use Licensed Programs.
- 9.6. Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.
- 9.7. Notifying Decade of a problem as soon it appears.

10. Version and Module Upgrades

- 10.1. Decade will periodically make Licensed Programs upgrades and enhancements available to Client. Decade will provide the necessary instructions and software tools so Client can install the upgrades and modifications.
- 10.2. Decade will test each new Version in beta prior to releasing the software to Client. Client will be provided a test environment in which new Versions will be installed prior to the release of a production Version.

Decade Software Company, LLC.

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Initial _____ Initial _____

- 10.3. Client will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, Decade will not be obligated to maintain prior Versions. Decade will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

11. Early Termination

- 11.1. Either party may terminate this Agreement for a material breach of this Agreement, provided that the party in default has not cured or corrected such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Such termination may be in addition to any other rights and remedies the terminating party may have at law or in equity.

12. Actions Upon Termination

- 12.1. Client will cease using Licensed Materials immediately upon termination.
- 12.2. Within thirty (30) days after termination for any reason, Client will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Decade or destroyed by Client.
- 12.3. Client will pay all amounts due Decade.

13. Decade Staff

- 13.1. Client shall not attempt to hire any current or former Decade staff member without prior written consent from Decade.

14. Access to Client Systems

- 14.1. Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Decade shall provide Client with the appropriate communication software at no additional cost. In the event Decade has to access Client's system remotely, Client shall reimburse Decade for the cost of the telephone call.

15. Notice

- 15.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Decade:
Attention: Kevin Delaney
Chief Executive Officer
1195 West Shaw Avenue
Fresno, CA 93711

Phone: 800-233-9847 ext 702
Fax: 559-222-1365
E-mail: kevindelaney@decadesoftware.com

For Client:
Christine Sosko
Director of Environmental Health
625 5th Street
Santa Rosa, CA 95404

Phone: (707) 565-6521
Fax: (707) 565-6525
E-mail: Christine.Sosko@sonoma-county.org

16. General

- 16.1. Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.
- 16.2. Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.
- 16.3. This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Fresno, California.
- 16.4. In the event litigation is required to enforce performance of this Agreement, the prevailing party shall be reimbursed the costs of enforcement, including, but not limited to attorney fees and costs, witness fees and costs, and court costs.
- 16.5. This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties.
- 16.6. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.
- 16.7. Unless otherwise provided herein, Decade may utilize third parties to provide certain services, products or licenses.

17. Insurance

- 17.1. With respect to performance of work under this Agreement, Decade shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described below. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 17.2. Client reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Decade from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 17.3. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- 17.4. General Liability Insurance
- 17.4.1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) Form CG 00 01.
- 17.4.2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Decade maintains higher limits than the specified minimum limits, Client requires and shall be entitled to coverage for the higher limits maintained by Decade.
- 17.4.3. 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 Client. Decade is responsible for any deductible or self-insured retention and shall fund it upon Client's written request, regardless of whether Decade has a claim against the insurance or is named as a party in any action involving Client.
- 17.4.4. County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of Decade in the performance of this Agreement.
- 17.4.5. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- 17.4.6. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad-form contractual liability coverage, including the "f" definition of insured contract in ISO Form CG 00 01, or equivalent).
- 17.4.7. The policy shall cover inter-insured suits between the additional insureds and Decade and include a "separation of insureds" or "severability" clause which treats each insured separately.
- 17.4.8. Required Evidence of Insurance
- 17.4.8.1. Copy of the additional insured endorsement or policy language granting additional insured status; and
- 17.4.8.2. Certificate of Insurance.

- 17.5. Standards for Insurance Companies. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 17.6. Documentation
- 17.6.1. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Decade agrees to maintain current Evidence of Insurance on file with Client for the entire term of this Agreement.
- 17.6.2. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma (DHS), Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.
- 17.6.3. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least 10 days before expiration or other termination of the existing policy.
- 17.6.4. Decade shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- 17.6.5. Upon written request, certified copies of required insurance policies must be provided within 30 days.
- 17.7. Policy Obligations. Decade's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 17.8. Material Breach. If Decade fails to maintain insurance which is required pursuant to this Agreement, this failure shall be deemed a material breach of this Agreement. Client, at its sole option, may terminate this Agreement and obtain damages from Decade resulting from said breach. Alternatively, Client may purchase the required insurance, and without further notice to Decade, Client may deduct from sums due to Decade any premium costs advanced by Client for such insurance. These remedies shall be in addition to any other remedies available to Client.

18. Acceptance of Agreement

Decade and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Client

_____	_____
Client Representative - Signature	Date Accepted

Client Representative - Printed Name	
Title:	
Agency or Division:	
Phone:	
E-mail:	

The person signing this Agreement on behalf of the Client warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of the Client and accept personal responsibility for damages if they are not so authorized.

Decade Software Company, LLC

_____	_____
Darryl Booth, President	Date Accepted

Printed Name	

Appendix A. Volumes, Prices, and Payment Schedule for License Fees

A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	13
Number of Inspectors Using EnvisionConnect Remote	13
Number of Inspectors Using Batch Payment Import	13

A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- EnvisionConnect
- EnvisionConnect Remote Use
- EnvisionConnect hosting
- Extender
- Batch Payments Import Tool (BPI)
- EnvisionConnect Portal
- EnvisionConnect Press Agent

A.3 EnvisionConnect Prices

A.3.1 Prices

Ck	Annual License and Support Fees	No. of Inspectors	Monthly Cost	Annual Cost
<input checked="" type="checkbox"/>	EnvisionConnect	13	\$ 1,365.00	\$ 16,380.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote	13	\$ 780.00	\$ 9,360.00
<input checked="" type="checkbox"/>	Batch Payment Import	13	\$ 341.25	\$ 4,095.00
Total			\$ 2,486.25	\$ 29,835.00

*EnvisionConnect Remote will be invoiced at the beginning of each month in the amount \$60.00 per inspector upon installation of EnvisionConnect Remote on any field hardware device.

*Batch Payment Import will be invoiced at the beginning of each month in the amount \$26.25 per inspector upon installation in an environment.

The following are one-time Professional Services Fees.

Ck	One Time Professional Service Fees	Amount
<input checked="" type="checkbox"/>	Batch Payment Import Set-up	\$ 5,040.00
<input checked="" type="checkbox"/>	Onsite Training – 3 days up to 6 staff	\$ 4,410.00
<input checked="" type="checkbox"/>	Training Per Diem	\$ 1,567.00
Total Professional Service Fees		\$ 11,017.00

A.4 Payment Schedule

Onsite Training and Travel Per Diem

Payment Percentage	Milestone
100 Percent	At completion of training event

Batch Payment Import Set-up

Payment Percentage	Milestone
100 Percent	At notification to begin install of Batch Payment Import

All invoices are payable net thirty (30) days.

A.5 Payment Frequency

Annual License Renewal Fees will be paid in advance monthly.

Ck Payment Frequency

Monthly

A.6 Client Taxes

Tax	Rate	Exempt	Exemption Number
		<input type="checkbox"/>	
		<input type="checkbox"/>	

A.7 Client Contact for Billing Issues

Client Contact Person for Billing Issues
 Christine Sosko
 Director of Environmental Health and Safety
 625 5th Street
 Santa Rosa, CA 95404

Phone: (707) 565-6521
 Fax: (707) 000-0000
 E-mail: Christine.Sosko@sonoma-county.org

Decade Software Company, LLC.

Sonoma County Environmental Health Department | Revision 1.0

Initial _____ Initial _____

Appendix B. Dates and Term

This Agreement shall become effective as specified below (“Effective Date”) or when Decade provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter “Anniversary Date”).

This Agreement shall have a term of three years, 01/01/14 to 12/31/16.

In the event the Agreement is not terminated, as specified herein, it shall be automatically renewed for successive one year term on the same conditions in effect at the conclusion of the ending term.

Either party may terminate this Agreement at the end of the initial or any successive term by giving the other party at least sixty (60) days prior written notice.

Milestone Summary

Milestone	Date
Effective Date:	01/01/14
Anniversary Date	01/01/14
Agreement Term Begins	01/01/14
Agreement Term Ends	12/31/16

Appendix C. Professional Services Rates

Any services requested outside of those listed in Section 5 Support Services will require authorization through a Professional Service Requests (PSR) signed by both parties.

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
Professional Services		
• Custom Programming	\$126.00	Hour
• Consultation	\$126.00	Hour
• Report Development	\$126.00	Hour
Training		
• Training at Client Facility - Maximum of 6 participants	\$1,470.00	Day
• Training at Client Facility - Maximum of 15 participants	\$2,205.00	Day
• Training at Decade Facility	\$1,470.00	
• Training Online Using WebEx	\$183.50	Hour
Support		
• Phone Support Outside Normal Service Hours	\$189.00	Hour
• Third Party Support	\$126.00	Hour

Travel Expenses

An estimate of per diem travel expenses will be provided at the time the PSR is created.

These prices may be increased annually on the Anniversary Date, upon at least sixty (60) days prior notice to client.

Appendix D. Third Party Software

D.1 SAP Crystal Reports

Crystal Reports is a database report designer and viewer owned by SAP. Decade utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms.

- D.1.1 Client agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
- D.1.2 Client agrees not to distribute the Runtime Product to any third party;
- D.1.3 Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP product offerings;
- D.1.4 Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- D.1.5 Client agrees not to use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
- D.1.6 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

Appendix E. Microsoft SQL Server

E.1 SQL Server

Microsoft SQL Server 2005 Standard Edition (or higher) is a database management system required by the Licensed Materials. As an Application Service Provider Decade will host Client's database and provides license to Microsoft SQL Server 2005 Standard Edition under Microsoft's Service Provider License Agreement (SPLA). This Microsoft SQL Server 2005 (SQL Server 2005) license is subject to the following terms.

- E.1.1 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the SQL Server 2005;
- E.1.2 Client agrees not to reverse engineer, decompile, or disassemble SQL Server 2005, except to the extent that such activity is expressly permitted by applicable law;
- E.1.3 MICROSOFT DISCLAIMS ALL WARRANTIES BY MICROSOFT AND ANY LIABILITY BY MICROSOFT ITS AFFILIATS OR SUPPIERS FOR ANY DAMANAGE, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SOFTWARE SERVICES PROVIDED THROUGH THIS AGREEMENT.
- E.1.4 All support SQL Server 2005 will be provided by Decade. Decade must enable the automatic update feature in the SQL Server 2005 to automatically download and install critical updates to the SQL Server 2005.
- E.1.5 Client agrees not to market, distribute, sublicense, lease or rent the SQL Server 2005.
- E.1.6 Client agrees not to infringe any intellectual property or other rights of Microsoft.
- E.1.7 Decade may disclose Client user count information as required by the SPLA.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Information Systems Department

Staff Name and Phone Number:

Kim Gilmore, 565-6041

Supervisorial District(s):

Countywide

Title: Sonoma Superior Court Department of Motor Vehicles Connection

Recommended Actions:

Authorize the Information Systems Department Director to execute a Memorandum of Understanding with Superior Court of California to provide a data interface connection with Department of Motor Vehicles in the amount equal to the Superior Court's costs.

Executive Summary:

Several county departments currently use a mainframe based interface to access information pulled from the Department of Motor Vehicles (DMV). Each department has specific lines of business needs to make inquiries in the DMV System. Departments include Human Services, Health Services, Permit and Resource Management Department, Clerk-Recorder-Assessor, Auditor-Controller Treasurer-Tax Collector, Human Resources, Public Defender, and General Services. This interface is also used by the Integrated Justice System (IJS) for programmatically verifying Driver's Licenses entered into IJS by the Justice Departments.

With the retirement of the mainframe in early FY14-15 and new connectivity requirements by DMV, a new method of connecting with DMV must be established. Staff conducted research that included an investigation of purchasing and implementing Marin County's System, building our own county system, working with a consultant to establish a county connection and using the Sonoma Superior Court existing connection. All these options were evaluated based on difficulty, cost and timeliness.

Staff recommends entering into an agreement with the Superior Court of California to use the Court's existing DMV connection for County Department connectivity. The agreement includes DMV Gateway licensing, configuration, installation, project management, court costs, consulting, and training. The consultant will work with each county department in the DMV application process and will provide user training on the new software. Information Systems Department (ISD) staff will configure workstation connectivity and client software along with any programmatic changes necessary to internal systems to ensure all departments can continue accessing critical information. County staff and the consultant will

coordinate the rollout of the new connection. County staff will assume the responsibility for client workstations and connectivity to the Court. The Court will assume the responsibility for DMV application and connectivity and providing user training. The rollout is expected to be complete by the end of FY13-14.

In the current budget year, the estimated project costs are estimated to be \$145,127 including MOU with the Superior Court (\$130,627) and ISD labor (\$14,500). Project costs were not included in the FY13-14 budget. ISD will work with county departments to fund their portion of the project. Additional appropriations may be requested from individual departments for any unfunded upfront software and implementation costs in order to retain these core services. In future budget years the MOU with the Superior Court will cost \$5,850 per month (\$117 per month per user), assuming the same number of users. Although the MOU affects future budgets, the County may terminate the MOU without cause with 90 days notice.

Ongoing annual connection licensing and maintenance costs starting in Year 2 of approximately \$70,200 will be paid by the departments based on the number of users at each department.

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	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 130,627	State/Federal	\$
	\$	Fees/Other	\$ 130,627
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 130,627	Total Sources	\$ 130,627

Narrative Explanation of Fiscal Impacts (If Required):

A budget adjustment for above contract cost will be included with second quarter budget adjustments. ISD will work with county departments to fund their portion of the project. Departments unable to fund will request general fund appropriations.

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:			
Proposed Memorandum of Understanding with Superior Court of California			



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: County of Sonoma Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Information Systems

Staff Name and Phone Number:

Carolyn Staats, 565- 5472

Supervisorial District(s):

Countywide

Title: County of Sonoma Records Management Services Agreement with City of Santa Rosa and other Agencies

Recommended Actions:

1. Authorize the Chair of the Board of Supervisors to execute a three year agreement for Records Management Division of Information Systems Department to provide mail services to City of Santa Rosa.
2. Authorize the Information Systems Department Director to execute future revenue agreements or term extensions for Records Management to provide services to intergovernmental agencies and to amend the scope of work of existing agreements.

Executive Summary:

The Records Management Division of the Information Systems Department processes mail for County Departments and has extended these services to sister entities closely related to the County's work and mission. This provides an opportunity for County revenue and has been a mutually beneficial arrangement. Both entities benefit from the discounted automated postage rates generated with increased mail volume.

This Agreement with the City of Santa Rosa (City) will provide mail services at the same published annual rate as that charged to County departments; but, in addition to the Barcoding/Sorting Fee, an additional Handling Fee of \$.03 will be added to each piece of mail to recover the cost of processing by the Mail Room for the City of Santa Rosa. The actual cost of postage and other United States Postal Service fees will be passed on to the City. Billing rates will be adjusted annually on July 1st to reflect changes in the cost of providing services and materials. Changes in United States Postal Service rates will be charged immediately as of their effective date.

Mail services net revenue generated under the previous three year agreement totaled \$69,200.

Although the volume of mail has been gradually dropping, the projected net revenue for the term of this agreement is estimated to average \$22,130 annually, for a total of \$66,390.

The previous contract expired June 30, 2013. The City issued a Blanket Purchase Order for interim service but wishes to formalize this service with an intergovernmental agreement for a period of three (3) years with two (2) options to extend the term, each for a one (1) year period.

The Information Systems Department (ISD) requests that the Board of Supervisors approve the agreement and authorize the ISD Director to execute the agreement.

The Information Systems Department also has agreements to provide mail, records and courier services to other agencies. The agreements with Sonoma County Fairgrounds, Sonoma County Office of Education, Sonoma County Transportation Authority, City of Sonoma, and Sonoma County Tourism Bureau will expire June 30, 2014. ISD requests that the Board of Supervisors authorize the ISD Director to execute future revenue agreements for Records Management to provide services to intergovernmental agencies and to amend the scope of work of existing agreements, but no other modifications to rates or terms and conditions, in a form approved by County Counsel.

Prior Board Actions:

12/7/10: Board approved previous Agreement with City of Santa Rosa which expired on June 30, 2013.

6/22/10: Board approved current Agreements to provide mail, records and courier services to Sonoma County Fairgrounds, Sonoma County Office of Education, Sonoma County Transportation Authority, City of Sonoma, and Sonoma County Tourism Bureau for the term of July 1, 2010 through June 30, 2014.

Previous Agreements with these Agencies were approved and expired June 30, 2010.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Intergovernmental agreements provide an opportunity for collaboration and strengthen organizational stability. Revenue from outside sources contributes to the County, and the County and the agencies benefit from discounted postage costs for all due to higher mail volume.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 22,130	County General Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 22,130
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 22,130	Total Sources	\$ 22,130

Narrative Explanation of Fiscal Impacts (If Required):

The net projected revenue for the term of this agreement is estimated to average \$22,130 annually, for a total of \$66,390. This revenue was 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:

None

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

Agreement City of Santa Rosa 2013-2016 County Mail Services, Exhibit “A” Mail Services Price Schedule



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

David Koch, 565-2168

Supervisorial District(s):

Countywide

Title: Evaluation, Management, and Training, Inc. Evaluation Services Agreement

Recommended Actions:

Authorize the Chief Probation Officer to execute an agreement with Evaluation, Management, and Training, Inc. (EMT) for program evaluation services for the period of January 29, 2014 through September 30, 2015, for a total not to exceed the amount of \$150,602.

Executive Summary:

Probation recently successfully competed for a grant to advance evidence-based practice in Probation (prior BOS action related to the grant is described in a separate section below). The grant is through the federal Juvenile Accountability Block Grant program administered by the California Board of State and Community Corrections, and is entitled Evidence-Based Practice To Improve Public Safety (EBP-TIPS). Sonoma County's EBP-TIPS award is for \$244,617 over two years, and includes \$150,602 for contracted evaluation services, the subject of this agenda item.

Probation is committed to delivering quality services and interventions according to design, and to understanding the effects of these activities with probation youth and their families. This two-year evaluation project is designed both to improve processes and to understand the outcomes of each service or intervention comprising the probation experience. Through a rigorous evaluation Probation intends to learn how fidelity issues and environmental changes are affecting outcomes, and how effective Probation's programs and interventions are with different populations. This will guide programmatic improvements and provide sound information on which to base future program funding decisions.

EMT was selected through a competitive process. In 2012 the County released a Request for Qualifications (RFQ) for evaluation services. This multi-department process resulted in a list of thirty-three qualified consultants, from which departments could request proposals for specific evaluation projects. Probation solicited proposals from the qualified list for the EPB-TIPS evaluation project and seven consultants responded. A careful review and interviews were conducted, and a suitable proposal

was not found. Respondents did not propose methodology that would produce the result sought in this project, namely to identify the treatment effect of individual services and interventions delivered through probation. In consultation with County Purchasing and in accordance with language in the original RFQ informing respondents that the “County reserves the right to issue an evaluation-specific solicitation if no evaluators are deemed suitable,” a new RFP was issued. None of the seven respondents from the original process protested this action. The new EBP-TIPS Evaluation Services RFP was distributed nation-wide to prominent criminal justice and juvenile justice evaluation firms. Nine of these submitted proposals which were ranked by a team of staff from Probation, County Human Services, and the County Administrator’s Office. The firms who submitted the three highest-ranked proposals participated in interviews with the same team who ranked the proposals. EMT was selected as the firm offering the best package of services for the EBP-TIPS project. None of the nine respondents qualified for the Local Preference.

Upon approval, Probation will execute an agreement with EMT for evaluation services. The evaluation will include the following activities: assess available data, finalize program and system logic models, develop a process and outcome evaluation plan, collect and analyze data, produce a process evaluation report with recommendations to improve program fidelity, and produce an outcome evaluation report showing the results produced by individual services and interventions in Probation. These activities will proceed concurrently with an update of the Comprehensive Multiagency Juvenile Justice Plan by the Juvenile Justice Coordinating Council beginning in January 2014. The EBP-TIPS evaluation project will both inform and be steered by the Council as they revise the Plan.

The evaluation will potentially impact funding decisions about in-house and contracted services delivered through Probation. Community-Based Organizations (CBOs) have been informed of the EBP-TIPS evaluation and Probation has been working proactively with them over the past several months to develop quality assurance and outcome measurement processes. These are designed to position the CBOs to demonstrate how well they are delivering services as designed, and to report the outcomes produced.

The contracted evaluation is part of the grant-funded EBP-TIPS project, which also includes information system improvements and a project evaluation.

Prior Board Actions:

On September 10, 2013 the BOS approved a resolution authorizing the Chief Probation Officer, on behalf of the Board, to submit a grant proposal to the Board of State and Community Corrections and to sign a Grant Agreement with the Board of State and Community Corrections for Evidence-based Practice To Improve Public Safety (EBP-TIPS). This grant will fund the evaluation services in the current item if approved by the BOS.

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

The evaluation project is designed to improve the quality and effectiveness of services to establish youthful offenders on a trajectory toward successful, self-sufficient, crime-free adulthood.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 150,602	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$ 150,602
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 150,602	Total Sources	\$ 150,602

Narrative Explanation of Fiscal Impacts (If Required):

The evaluation services contract is for an amount not to exceed \$150,602, which will be spread over the three fiscal years spanned by the grant period (10/1/2013 – 9/30/2015).

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:

Evaluation, Management, and Training, Inc. Evaluation Services Agreement



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Connie Newton, 565-8884, Captain Naiman 565-1604

Supervisorial District(s):

ALL

Title: First Amendment to the Agreement for Mental Health Services for Inmates

Recommended Actions: Authorize the Chair to execute the First Amendment to an Agreement with the County of Santa Clara for acute inpatient mental health services to expand the scope of work, and authorize the Chair to sign any future amendments and modifications to the Agreement that do not substantially change the content thereof, upon approval of County Counsel.

Executive Summary:

This item requests that the Board authorize the Chair to execute an amendment to the Agreement with the County of Santa Clara to provide acute inpatient mental health services.

The County of Sonoma provides mental health care and programs for inmates within its detention facilities. However, the current mental health program is unable to provide certain types of rarely needed services involving inmates with extreme states of psychiatric crisis, extremely ill, or gravely ill inmates. This creates an occasional need for inpatient mental health treatment in an adequately secured hospital setting. These services are not currently available within the County. Prior to 2007, these extreme cases were treated at the Norton Center (formally known as Oakcrest) until that inpatient hospital closed. After the Norton Center closure, inmates requiring these special services were transported under emergency conditions to various hospitals for inpatient treatment (at great expense to the County) because the County lacked access to an appropriate inpatient hospital. This resulted in a need for the County to find an outside provider for these services.

In 2010, the County entered into a three year Agreement with the County of Santa Clara for inmate psychiatric inpatient services. Last June, your Board approved a new agreement with the County of Santa Clara for the period of June 1, 2013 through June 30, 2015.

Since the last contract implementation, the County of Santa Clara has requested the proposed

Amendment. The proposed First Amendment to the Agreement adds a provision for the Meredith Hearings process, which outlines the procedure for inmates refusing psychotropic medications. The proposed Amendment does not change any other provisions of the original Agreement. The form of this agreement does not contain a provision to allow for the Chair to sign amendments or modifications to the Agreement. Therefore, we are requesting authorization for the Chair to sign any future amendments or modifications to the Agreement that do not substantially change the scope of services. Any such amendments or modifications shall be approved by County Counsel.

Funding for this Agreement is included in the Sheriff’s annual budget. The fiscal year 13-14 inpatient mental health services budget assumes \$55,315 will be sufficient to cover any services provided under this Agreement. This amount is based on the 2008 event as there is no other way to predict the frequency or duration of these events. The Agreement has a not to exceed amount of \$500,000 during the three year period to provide for any necessary coverage that may potentially be needed. Sheriff staff work closely with Santa Clara staff to ensure all cost control measures are implemented where possible during each event that occurs under this Agreement.

Prior Board Actions:

June 2013 – the Board approved an Agreement with the County of Santa Clara for the period of July 1, 2013 through June 30, 2015.
 June 2010 - the Board approved a three year Agreement for Acute Inpatient Mental Health Services for Inmates with County of Santa Clara.
 June 2003 - the Board approved a settlement for inmate psychiatric inpatient treatment and payment with Sutter Medical Center.

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

This Agreement directly achieves a safe, healthy, and caring community by providing critical inmate mental health services mandated by State and Federal law.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 55,315	County General Fund	\$ 55,315
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 55,315	Total Sources	\$ 55,315

Narrative Explanation of Fiscal Impacts (If Required):

The Agreement has a not to exceed amount of \$500,000 during the three year period to provide for any necessary coverage that may potentially be needed. If the acute psychiatric inpatient services provided under this Agreement exceed the Sheriff's budgeted amount during any given year, the Sheriff's Office will consult the County Administrator and address it at that time.

The proposed Amendment has no fiscal impact.

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:

First Amendment and the Original Agreement with the County of Santa Clara for Acute Inpatient Mental Health Services for Inmates



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: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Monique Chapman 565-2872

Supervisorial District(s):

All

Title: Agreements for Bomb Squad Services

Recommended Actions:

1. Approve a form Agreement for Bomb Squad Services for the following:
 - Establishing an annual per capita fee rate for agreements executed with cities, counties, and other public agencies;
 - Establishing an annual flat fee for agreements executed with educational institutions;
 - Based on rates established in the annual fee ordinance for explosive ordnance removal (EOD) services provided on an as-needed basis for cities, counties, and other public agencies;
 - Authorize the Sheriff to execute such agreements with educational institutions, cities, counties, and other public agencies.

Executive Summary:

The purpose of this item is to request that the Board approve form agreements for bomb squad services and authorize the Sheriff to execute such agreements with educational institutions, cities, counties, and other public agencies.

Background

In April 2003, the Board of Supervisors authorized the Sheriff to execute a Coordinated County-Wide Bomb Squad Agreement for FY 2002-05 that allowed the Sheriff's Office, working jointly with the City of Santa Rosa Police Department, to provide Bomb Squad services to all cities in the County and to County unincorporated areas. This Agreement replaced a multi-year agreement for coordinated county-wide bomb squad services that had been in effect since 1998. Rates charged to the cities were based on a per capita assessment, and Sonoma State University and Santa Rosa Junior College (SRJC) were charged a flat fee. Under the Agreements, revenue generated by these fees was split equally between the Sheriff's Office and the Santa Rosa Police Department. This Agreement was amended on September 1, 2004, at which time the City of Santa Rosa disbanded its bomb squad.

A new Bomb Squad agreement for the period of July 1, 2005 through June 30, 2008 was approved by the Board on July 12, 2005. The Agreement established the Sheriff's Office as the sole provider of bomb squad services in the County. After 9/11, a greater emphasis was placed on prevention of weapons of mass destruction (WMD) incidents and responses to such incidents. As such, the response to WMD events was added to the responsibilities of the Sheriff's Office Bomb Squad and these activities were included in the Agreement.

In 2010, many agencies opted out of the annual Bomb Squad service agreements with the Sheriff's Office due to fiscal constraints. The Sheriff subsequently implemented changes to the Bomb Squad operational model to reduce budgetary impacts to the County and outside agencies. In lieu of full-time staff assigned to the Bomb Squad, technicians would have primary assignments in other areas of the Sheriff's Office and be "on-call" for Bomb Squad services as needed. Because department costs decreased, the fee structure was also changed: for agencies participating in the Coordinated County-Wide Bomb Squad & WMD Agreement, the per capita rate was reduced from \$0.62 to \$0.50 (a 19% decrease), and an out-of-county per capita rate of \$0.63 was established. An annual flat fee of \$2,500 was established for SRJC. On April 20, 2010, your Board approved Explosive Ordinance Disposal (EOD) rates for in-County and out-of-County agencies desiring to pay on a per call-out basis. EOD call-out fees are updated annually and included in fee ordinance, which is adopted by your Board each fiscal year.

In September 2010, the Sheriff's Office entered into a three-year Coordinated County-Wide Bomb Squad Agreement with five participating agencies: City of Healdsburg, City of Petaluma, City of Sebastopol, City of Ukiah, and SRJC. These agencies have committed to contract with the Sheriff's Office to pay a per capita rate for bomb squad services (or flat rate for SRJC) for ongoing Bomb Squad and WMD services. The Sheriff's Office continues to charge non-participating agencies according to the current fee for EOD call-out services adopted by ordinance.

In 2013, the City of Santa Rosa desired to enter into an agreement for Bomb Squad services in order to facilitate payment for call outs initiated by Santa Rosa Police Department. The City of Santa Rosa elects to pay the EOD call-out rates as established in the annual fee ordinance.

The Sheriff's Office is requesting approval of three different types of form Agreements for Bomb Squad Services, and to authorize the Sheriff to execute such agreements, as follows:

- a) Cities, counties, and agencies desiring to pay annual per capita rates for bomb squad services will be charged according to population counts published annually by the California Department of Finance. Annual changes to the per capita rates (increase or decrease) will be based on the percent change identified in the Bay Area Consumer Price Index (CPI).
- b) Educational institutions desiring to pay annual flat rates for bomb squad services will be charged at rates agreed upon in writing by both parties. Annual changes to the flat rates will change (increase or decrease) based on the percentage change identified in the Bay Area Consumer Price Index (CPI).
- c) Cities, counties, and agencies desiring to pay for bomb squad services on a per call-out basis will be charged according to the annual EOD services fee set by ordinance.

Prior Board Actions:

Since 4/10/10 – Annual Ordinances Establishing Fees for EOD Services Provided by the Sheriff’s Office
6/17/08 - Coordinated County-Wide Bomb Squad & Weapons of Mass Destruction (WMD) Agreements
7/12/05 - Coordinated County-Wide Bomb Squad Agreement (FY 2005-08)
4/8/03 - Coordinated County-Wide Bomb Squad Agreement (FY 2002-05)
10/27/98 - First Amendment to Explosive Ordinance Device Agreement
5/6/97 - Reciprocal Hazardous Device Agreement with City of Santa Rosa

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

Bomb squad and WMD service agreements with cities, counties, agencies and educational institutions provide revenue for the Sheriff’s Office Bomb Squad in order to maintain EOD services in Sonoma County.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 234,298	County General Fund	\$ 183,317
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 50,981
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 234,298	Total Sources	\$ 234,298

Narrative Explanation of Fiscal Impacts (If Required):

The Sheriff’s Office anticipates receiving \$48,481 in revenue from the City of Healdsburg, the City of Petaluma, the City of Sebastopol, and the City of Ukiah, and \$2,500 in revenue from SRJC. This revenue was included in the FY 13-14 adopted budget and will offset expenditures for EOD services, which are budgeted at \$234,298.

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:
Agreement for Bomb Squad Services – Version A, Agreement for Bomb Squad Services – Version B, Agreement for Bomb Squad Services – Version C.

**BOMB SQUAD & WEAPONS OF MASS DESTRUCTION (WMD)
AGREEMENT
Version A**

THIS AGREEMENT is entered into by and between the County of Sonoma, a political subdivision of the State of California, including the Town of Windsor and City of Sonoma, collectively referred to hereinafter as "COUNTY," and XXXXX, referred to hereinafter as "AGENCY".

WHEREAS, the COUNTY, through its Sheriff's Office, maintains staff who are fully trained and qualified Bomb Squad and Weapons of Mass Destruction ("WMD") specialists, as well as related equipment.

WHEREAS, AGENCY desires to use the services of the COUNTY's Bomb Squad to respond to various bomb, fireworks, and threats or actual incidents involving WMD as defined in Penal Code Section 11417 emergency calls for service.

WHEREAS, the parties have negotiated the terms under which COUNTY's Bomb Squad/WMD Specialists services will be provided and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

PART A - SPECIFIC PROVISIONS:

1. Scope of Services: Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to requests for service from the AGENCY for suspected hazardous device incidents and/or WMD actual incidents or creditable threats. COUNTY shall have the sole discretion to determine whether or not its Bomb Squad/WMD Specialist deputies are available to respond to a request based on the following procedures.

(a) To request Bomb Squad/WMD Specialist services under this Agreement, AGENCY shall contact Sonoma County Sheriff's Office Dispatch Center pursuant to the COUNTY's call-out procedures set forth in Exhibit A, attached hereto and incorporated herein by this reference.

(b) Responding Bomb Squad/WMD Specialist deputies shall not serve in the role of lead investigative officers in any response for the AGENCY under this Agreement. Responsibility for the primary investigative role rests with the AGENCY. Responding Bomb Squad/WMD Specialist deputies shall be the primary investigating officers for the hazardous device and/or WMD portion of any investigation to which they respond.

(c) Should Bomb Squad/WMD Specialist deputies encounter hazardous, explosive, or WMD devices that are beyond their ability to manage effectively, such inability shall be immediately relayed to the AGENCY, which shall then be responsible for obtaining the necessary resources to manage the incident. Bomb Squad/WMD Specialist deputies shall not take custody of any item of evidence for storage or safekeeping that is beyond the capability of the COUNTY to safely and effectively store or safe keep.

2. Payment: For all services provided and incidental costs incurred by COUNTY under this Agreement, AGENCY shall pay COUNTY pursuant to the fee schedule set forth in Exhibit B, attached hereto and incorporated herein. COUNTY shall invoice AGENCY for the specific amounts outlined in Exhibit B after provision of services. AGENCY shall then make such payments to the COUNTY within thirty (30) days of receipt of an invoice. Should AGENCY fail to timely make such payments, COUNTY shall be released from all of its obligations under this Agreement until such payment has been made.

3. Term and Termination of Agreement: The term of this Agreement shall commence on XXXXX, and shall remain in full force and effect unless and until it is terminated by either or both of the parties upon thirty (30) days' written notice, in accordance with Section A.5.

4. Indemnity/Liability: The AGENCY and COUNTY each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from AGENCY's or COUNTY's own respective negligence or willful misconduct arising out of or in connection with the performance of this Agreement. 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 the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Notices: All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail shall be addressed to the AGENCY'S current public safety headquarters as indicated on the signature page to this Agreement. When so addressed, notices, invoices, and payments shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Changes in the parties' addresses shall be given in writing to the other party to this Agreement.

PART B - MISCELLANEOUS PROVISIONS:

1. 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 or for the benefit of third parties.

2. Assignment/Delegation: No party hereto shall assign, sublet, or transfer any interest, right, or responsibility contained in this Agreement without the written consent of the other party. No assignment or delegation shall have any force or effect unless and until the necessary written consent has been provided.

3. Merger and Modification: 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

4. Nondiscrimination: The parties hereto shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical

condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference. Further, AGENCY has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection, and agrees to comply therewith.

5. Authorization: By signing this Agreement, the signatories represent that they have the authority to enter into this Agreement on behalf of their respective agency.

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

AGENCY

COUNTY

Steve Freitas, Sheriff-Coroner
2796 Ventura Avenue
Santa Rosa, CA 95403

Date:_____

Date:_____

Approved as to Form:

Approved as to Form:

Deputy County Counsel

Date:_____

Date:_____

Exhibit A

Bomb Squad/WMD Specialist Procedures

I. PURPOSE: To outline the operational procedures for the call-out of Sonoma County Sheriff's Office Bomb Squad/WMD Specialist (COUNTY) personnel in response to requests for services involving known or suspected explosive and/or WMD devices from another agency in or out of Sonoma County (AGENCY). These procedures are subject to change at the discretion of COUNTY and upon the COUNTY providing 30 days written notice to AGENCY.

II. PROCEDURES:

A. Bomb Technician Call-Out List:

A current call-out list of COUNTY Bomb Squad personnel shall be maintained within the Computer Aided Dispatch (CAD) System and with the Sonoma County Sheriff's Office Dispatch Center.

B. Call-Out Procedure:

1. Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to a request for service from AGENCY for a real or suspected hazardous device incident.
2. The AGENCY requesting Bomb Squad/WMD Specialist services shall contact Sonoma County Sheriff's Dispatch Center (DISPATCH) to request Bomb Squad/WMD Specialist services.
 - (a) DISPATCH shall notify the on-call Bomb Squad/WMD Specialist personnel of the request for service under the Agreement.
 - (b) DISPATCH shall assign an incident number to each request for Bomb Squad/WMD Specialist services and record all phone calls made relating to that request.
3. Upon receipt of a request for services from DISPATCH, COUNTY shall inform DISPATCH of its availability to respond to the request for service.
4. Upon agreeing to respond to a request for Bomb Squad/WMD Specialist services, COUNTY shall follow the Policies and Procedures set forth by the Sonoma County Sheriff's Office as they relate to the response, handling, and disposition of explosive ordnances and/or weapons of mass destruction. At the conclusion of any request for Bomb Squad/WMD Specialist services, the responding Bomb Squad/WMD Specialist deputy shall prepare a report documenting the activities involved in the response in a Sonoma County Sheriff's Office Crime Report.
5. In the event the COUNTY is not available or otherwise declines to respond to a request for Bomb Squad/WMD Specialist services, DISPATCH shall notify the AGENCY of the unavailability of the COUNTY.

Exhibit B

**BOMB SQUAD & WEAPONS OF
MASS DESTRUCTION (WMD) AGREEMENT**

Fee Schedule

A. Calculation of Annual Fees

The annual fees to be paid by AGENCY under this Agreement are to be calculated by multiplying the applicable Base Fee rate by the estimated population within the AGENCY's jurisdiction. Fees due for each succeeding fiscal year under this Agreement after Fiscal Year 2013-2014 shall be adjusted by multiplying the prior year's Base Fee rate by the annual change in the Bay Area Computer Price Index (CPI), as well as by the population within the AGENCY's jurisdiction as reflected in the applicable population figures published by the California Department of Finance.

B. Notice of Annual Fee Schedule

COUNTY shall provide a written fee schedule to the AGENCY in May prior to the commencement of each fiscal year to establish the new applicable fee schedule required under this Agreement.

C. Fee Schedule for FY 2013-2014

The fee schedule established for Fiscal Year 2013-2014 is as follows:

Jurisdiction	Population	FY 13-14 Base Fee \$0.50	Payment Due
Contribution Total			\$ XX,XXX

**BOMB SQUAD & WEAPONS OF MASS DESTRUCTION (WMD)
AGREEMENT
Version B**

THIS AGREEMENT is entered into by and between the County of Sonoma, a political subdivision of the State of California, including the Town of Windsor and City of Sonoma, collectively referred to hereinafter as "COUNTY," and XXXXX, an educational institution referred to hereinafter as "AGENCY".

WHEREAS, the COUNTY, through its Sheriff's Office, maintains staff who are fully trained and qualified Bomb Squad and Weapons of Mass Destruction ("WMD") specialists, as well as related equipment.

WHEREAS, AGENCY desires to use the services of the COUNTY's Bomb Squad to respond to various bomb, fireworks, and threats or actual incidents involving WMD as defined in Penal Code Section 11417 emergency calls for service.

WHEREAS, the PARTIES have negotiated the terms under which COUNTY's Bomb Squad/WMD Specialists services will be provided and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

PART A - SPECIFIC PROVISIONS:

1. Scope of Services: Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to requests for service from the AGENCY for suspected hazardous device incidents and/or WMD actual incidents or creditable threats. COUNTY shall have the sole discretion to determine whether or not its Bomb Squad/WMD Specialist deputies are available to respond to a request based on the following procedures.

(a) To request Bomb Squad/WMD Specialist services under this Agreement, AGENCY shall contact Sonoma County Sheriff's Office Dispatch Center pursuant to the COUNTY's call-out procedures set forth in Exhibit A, attached hereto and incorporated herein by this reference.

(b) Responding Bomb Squad/WMD Specialist deputies shall not serve in the role of lead investigative officers in any response for the AGENCY under this Agreement. Responsibility for the primary investigative role rests with the AGENCY. Responding Bomb Squad/WMD Specialist deputies shall be the primary investigating officers for the hazardous device and/or WMD portion of any investigation to which they respond.

(c) Should Bomb Squad/WMD Specialist deputies encounter hazardous, explosive, or WMD devices that are beyond their ability to manage effectively, such inability shall be immediately relayed to the AGENCY, which shall then be responsible for obtaining the necessary resources to manage the incident. Bomb Squad/WMD Specialist deputies shall not take custody of any item of evidence for storage or safekeeping that is beyond the capability of the COUNTY to safely and effectively store or safe keep.

2. Payment: For all services provided and incidental costs incurred by COUNTY under this Agreement, AGENCY shall pay COUNTY pursuant to the fee schedule set forth in Exhibit B, attached hereto and incorporated herein. COUNTY shall invoice AGENCY for the specific amounts outlined in Exhibit B after provision of services. AGENCY shall then make such payments to the COUNTY within thirty (30) days of receipt of an invoice. Should AGENCY fail to timely make such payments, COUNTY shall be released from all of its obligations under this Agreement until such payment has been made.

3. Term and Termination of Agreement: The term of this Agreement shall commence on XXXXX, and shall remain in full force and effect unless and until it is terminated by either or both of the parties upon thirty (30) days' written notice, in accordance with Section A.5.

4. Indemnity/Liability: The AGENCY and COUNTY each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from AGENCY's or COUNTY's own respective negligence or willful misconduct arising out of or in connection with the performance of this Agreement. 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 the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. Notices: All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail shall be addressed to the AGENCY'S current public safety headquarters as indicated on the signature page to this Agreement. When so addressed, notices, invoices, and payments shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Changes in the parties' addresses shall be given in writing to the other party to this Agreement.

PART B - MISCELLANEOUS PROVISIONS:

1. 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 or for the benefit of third parties.

2. Assignment/Delegation: No party hereto shall assign, sublet, or transfer any interest, right, or responsibility contained in this Agreement without the written consent of the other party. No assignment or delegation shall have any force or effect unless and until the necessary written consent has been provided.

3. Merger and Modification: 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

4. Nondiscrimination: The parties hereto shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical

condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference. Further, AGENCY has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection, and agrees to comply therewith.

5. Authorization: By signing this Agreement, the signatories represent that they have the authority to enter into this Agreement on behalf of their respective agency.

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

AGENCY

COUNTY

Steve Freitas, Sheriff-Coroner
2796 Ventura Avenue
Santa Rosa, CA 95403

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Deputy County Counsel

Date: _____

Date: _____

Exhibit A

Bomb Squad/WMD Specialist Procedures

I. PURPOSE: To outline the operational procedures for the call-out of Sonoma County Sheriff's Office Bomb Squad/WMD Specialist (COUNTY) personnel in response to requests for services involving known or suspected explosive and/or WMD devices from another agency in or out of Sonoma County (AGENCY). These procedures are subject to change at the discretion of COUNTY and upon the COUNTY providing 30 days written notice to AGENCY.

II. PROCEDURES:

A. Bomb Technician Call-Out List:

A current call-out list of COUNTY Bomb Squad personnel shall be maintained within the Computer Aided Dispatch (CAD) System and with the Sonoma County Sheriff's Office Dispatch Center.

B. Call-Out Procedure:

1. Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to a request for service from AGENCY for a real or suspected hazardous device incident.
2. The AGENCY requesting Bomb Squad/WMD Specialist services shall contact Sonoma County Sheriff's Dispatch Center (DISPATCH) to request Bomb Squad/WMD Specialist services.
 - (a) DISPATCH shall notify the on-call Bomb Squad/WMD Specialist personnel of the request for service under the Agreement.
 - (b) DISPATCH shall assign an incident number to each request for Bomb Squad/WMD Specialist services and record all phone calls made relating to that request.
3. Upon receipt of a request for services from DISPATCH, COUNTY shall inform DISPATCH of its availability to respond to the request for service.
4. Upon agreeing to respond to a request for Bomb Squad/WMD Specialist services, COUNTY shall follow the Policies and Procedures set forth by the Sonoma County Sheriff's Office as they relate to the response, handling, and disposition of explosive ordnances and/or weapons of mass destruction. At the conclusion of any request for Bomb Squad/WMD Specialist services, the responding Bomb Squad/WMD Specialist deputy shall prepare a report documenting the activities involved in the response in a Sonoma County Sheriff's Office Crime Report.
5. In the event the COUNTY is not available or otherwise declines to respond to a request for Bomb Squad/WMD Specialist services, DISPATCH shall notify the AGENCY of the unavailability of the COUNTY.

Exhibit B

**BOMB SQUAD & WEAPONS OF
MASS DESTRUCTION (WMD) AGREEMENT**

Fee Schedule

A. Calculation of Annual Fees

The annual fee to be paid by AGENCY under this Agreement shall be agreed upon in writing by both parties. Fees due for each succeeding fiscal year under this Agreement after Fiscal Year 2013-2014 shall be adjusted by multiplying the prior year's Base Flat Fee by the annual change in the Bay Area Computer Price Index (CPI).

B. Notice of Annual Fee Schedule

COUNTY shall provide a written fee schedule to the AGENCY in May prior to the commencement of each fiscal year to establish the new applicable fee schedule required under this Agreement.

C. Fee Schedule for FY 2013-2014

The fee schedule established for Fiscal Year 2013-2014 is as follows:

Jurisdiction	FY 13-14 Base Flat Fee	Payment Due
Contribution Total		\$ XX,XXX

**BOMB SQUAD & WEAPONS OF MASS DESTRUCTION (WMD)
AGREEMENT
Version C**

THIS AGREEMENT is entered into by and between the County of Sonoma, a political subdivision of the State of California, including the Town of Windsor and City of Sonoma, collectively referred to hereinafter as "COUNTY," and XXXXX, referred to hereinafter as "AGENCY".

WHEREAS, the COUNTY, through its Sheriff's Office, maintains staff who are fully trained and qualified Bomb Squad and Weapons of Mass Destruction ("WMD") specialists, as well as related equipment.

WHEREAS, all AGENCY desires to use the services of the COUNTY's Bomb Squad to respond to various bomb, fireworks, and threats or actual incidents involving WMD as defined in Penal Code Section 11417 emergency calls for service.

WHEREAS, the PARTIES have negotiated the terms under which COUNTY's Bomb Squad/WMD Specialists services will be provided and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

PART A - SPECIFIC PROVISIONS:

1. Scope of Services: Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to requests for service from the AGENCY for suspected hazardous device incidents and/or WMD actual incidents or creditable threats. COUNTY shall have the sole discretion to determine whether or not its Bomb Squad/WMD Specialist deputies are available to respond to a request based on the following procedures.

(a) To request Bomb Squad/WMD Specialist services under this Agreement, AGENCY shall contact Sonoma County Sheriff's Office Dispatch Center pursuant to the COUNTY's call-out procedures set forth in Exhibit A, attached hereto and incorporated herein by this reference.

(b) Responding Bomb Squad/WMD Specialist deputies shall not serve in the role of lead investigative officers in any response for the AGENCY under this Agreement. Responsibility for the primary investigative role rests with the AGENCY. Responding Bomb Squad/WMD Specialist deputies shall be the primary investigating officers for the hazardous device and/or WMD portion of any investigation to which they respond.

(c) Should Bomb Squad/WMD Specialist deputies encounter hazardous, explosive, or WMD devices that are beyond their ability to manage effectively, such inability shall be immediately relayed to the AGENCY, which shall then be responsible for obtaining the necessary resources to manage the incident. Bomb Squad/WMD Specialist deputies shall not take custody of any item of evidence for storage or safekeeping that is beyond the capability of the COUNTY to safely and effectively store or safe keep.

2. Payment: For all services provided and incidental costs incurred by COUNTY under this Agreement, AGENCY shall pay COUNTY pursuant to the Explosive Ordinance Disposal (EOD) fee rates approved by the Sonoma County Board of Supervisors for the fiscal year in which services are provided. COUNTY shall invoice AGENCY for services provided and costs incurred upon EOD service provision. AGENCY shall then make such payments to the COUNTY within thirty (30) days of receipt of an invoice. Should AGENCY fail to timely make such payments, COUNTY shall be released from all of its obligations under this Agreement until such payment has been made.

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condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference. Further, AGENCY has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection, and agrees to comply therewith.

5. Authorization: By signing this Agreement, the signatories represent that they have the authority to enter into this Agreement on behalf of their respective agency.

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

AGENCY

COUNTY

Steve Freitas, Sheriff-Coroner
2796 Ventura Avenue
Santa Rosa, CA 95403

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Deputy County Counsel

Date: _____

Date: _____

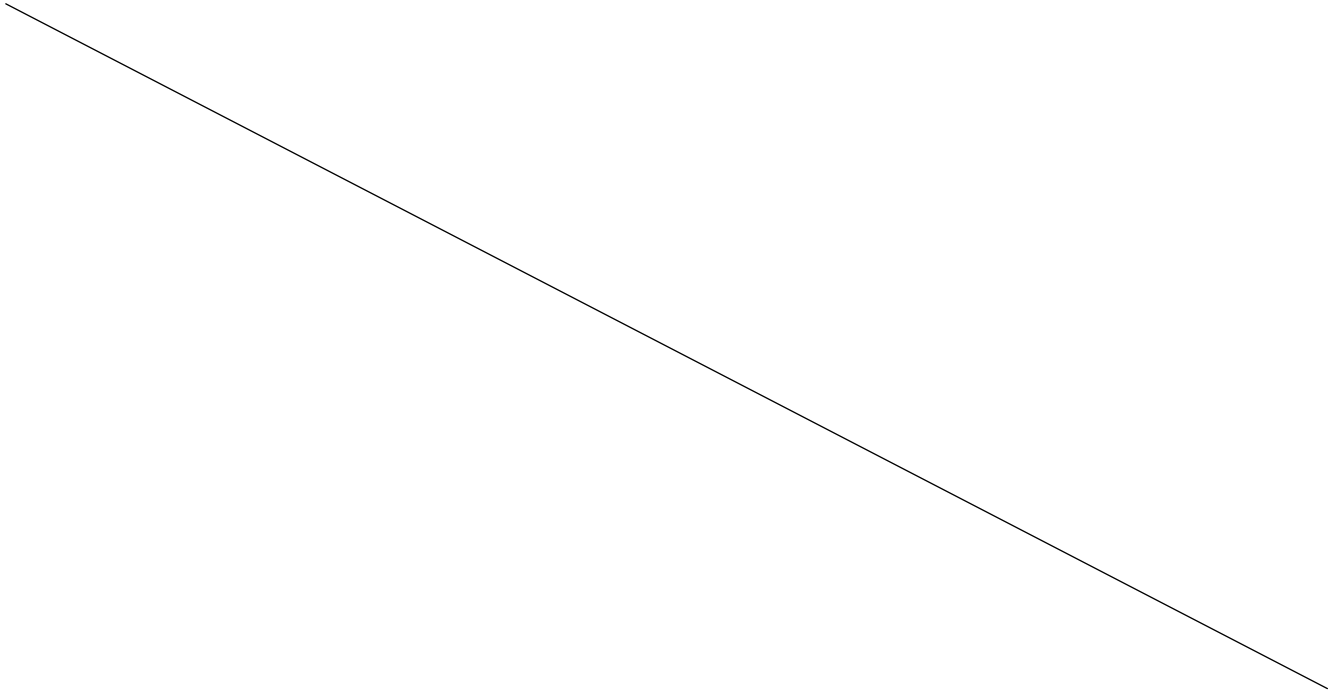


Exhibit A

Bomb Squad/WMD Specialist Procedures

I. PURPOSE: To outline the operational procedures for the call-out of Sonoma County Sheriff's Office Bomb Squad/WMD Specialist (COUNTY) personnel in response to requests for services involving known or suspected explosive and/or WMD devices from another agency in or out of Sonoma County (AGENCY). These procedures are subject to change at the discretion of COUNTY and upon the COUNTY providing 30 days written notice to AGENCY.

II. PROCEDURES:

A. Bomb Technician Call-Out List:

A current call-out list of COUNTY Bomb Squad personnel shall be maintained within the Computer Aided Dispatch (CAD) System and with the Sonoma County Sheriff's Office Dispatch Center.

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1. Depending on availability, COUNTY Bomb Squad/WMD Specialist deputies will respond to a request for service from AGENCY for a real or suspected hazardous device incident.
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 - (b) DISPATCH shall assign an incident number to each request for Bomb Squad/WMD Specialist services and record all phone calls made relating to that request.
3. Upon receipt of a request for services from DISPATCH, COUNTY shall inform DISPATCH of its availability to respond to the request for service.
4. Upon agreeing to respond to a request for Bomb Squad/WMD Specialist services, COUNTY shall follow the Policies and Procedures set forth by the Sonoma County Sheriff's Office as they relate to the response, handling, and disposition of explosive ordnances and/or weapons of mass destruction. At the conclusion of any request for Bomb Squad/WMD Specialist services, the responding Bomb Squad/WMD Specialist deputy shall prepare a report documenting the activities involved in the response in a Sonoma County Sheriff's Office Crime Report.
5. In the event the COUNTY is not available or otherwise declines to respond to a request for Bomb Squad/WMD Specialist services, DISPATCH shall notify the AGENCY of the unavailability of the COUNTY.



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

Board Agenda Date: January 28, 2014

Vote Requirement: 4/5

Department or Agency Name(s): Transportation and Public Works

Staff Name and Phone Number:

Susan R. Klassen, (707) 565-2231

Supervisorial District(s):

Second District

Title: Transfer of a section of the San Antonio Road right-of-way to State of California for the Highway 101 "Marin/Sonoma Narrows" Freeway Project

Recommended Actions:

Approve Resolution authorizing the transfer of a section of the San Antonio Road (#47001) right-of-way to the State of California for use in a State highway project and directing the Chair to execute a Quitclaim Deed and associated Right-of-Way Contract conveying said right-of-way.

Executive Summary:

The purpose of this resolution is to authorize the conveyance of a portion of the County's San Antonio Road right-of-way to the State of California for the State's Highway 101 Freeway Project. The California Department of Transportation ("Caltrans") has notified the County of its intention to acquire this right-of-way under Section 83 of the Streets and Highways Code. Section 83 permits the State to obtain road right-of-way free of charge from counties and cities when required for State highway projects.

A letter from Caltrans dated September 5, 2013, to Susan Klassen, Director of the Sonoma County Department of Transportation and Public Works, provided an official notice of intent to exercise Caltrans' Section 83 real property transfer power for this right-of-way. A Quitclaim Deed executed by the County is requested to consummate this transfer.

A 20,921 square foot portion of San Antonio Road right-of-way is required by the State. This section of road currently connects to the State highway just north of the Marin-Sonoma County line.

This is a joint project between the Sonoma County Transportation Authority (SCTA) and Caltrans. The two agencies entered into a Cooperative Funding Agreement in 2010 for right-of-way support activities and right-of-way capital for this project. Caltrans is responsible for the design, right-of-way, and construction components of the project.

The project will convert the current Highway 101 expressway to a controlled access freeway and realign

the route farther to the west in the vicinity of San Antonio Road. As a result of the freeway project, the current highway access opening for San Antonio Road will be closed. San Antonio Road will dead-end at the freeway and a private driveway will be installed to provide access to private property owners in that general location. In order to access the new freeway, motorists on San Antonio Road will need to cross the Marin County border via nearby South San Antonio Road and then follow a new frontage road south on the westerly side of the freeway to the existing overpass at the Redwood Landfill where a new interchange will allow northbound and southbound freeway access.

Phase I-B3 of the “Marin/Sonoma Narrows” Caltrans project will realign Highway 101 to the west, in the vicinity of the San Antonio Creek at the Sonoma - Marin County Line. The project will construct a new 6-lane Highway 101 bridge over San Antonio Creek and improve sight distance and resolve flooding issues at this location. This project will extend the Petaluma Boulevard South frontage road to the County Line, including Class II bike lanes. A new Class I bike lane will be constructed along San Antonio Creek to connect facilities on the west and east side of the highway. Phase B3 is expected to start construction in 2014 and be completed by 2017.

The method Caltrans uses to obtain Section 83 land transfers has changed in recent years. At one time, after providing official written notice to the County, the State would simply record a Resolution within the County which provided the official transfer mechanism. In order to correct deficiencies in their procedures, Caltrans implemented several improvements to their process. The current iteration involves the execution by the County of a Right of Way Contract and a Quitclaim Deed formally transferring the property to the State. The current procedure solved their internal problems and added the benefit of making Section 83 land transfers a matter of public record.

The attached Resolution will authorize the transfer of a section of the San Antonio Road right-of-way to the State of California for use in a State highway project and direct the Chair to execute a Quitclaim Deed and associated Right of Way Contract conveying said right-of-way.

The contract has been reviewed by County Counsel.

Prior Board Actions:

8/10/2010: County executed a Freeway Agreement with the State of California (Caltrans) for the Marin-Sonoma Narrows Freeway Project. In general, the agreement is a statement of the County's concurrence with the relocation, modification, and/or reconstruction by Caltrans of the County's roads in the project area.

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

The project will enhance Highway 101 traffic flow and safety.

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):
 There are no financial transactions associated with this item. The only cost to the County was for administration of the paperwork.

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; Location Map; Conveyance Map; Copy of Caltrans Section 83 Letter of Intent to County.

Related Items "On File" with the Clerk of the Board:
 Right of Way Contract –State Highway (3 copies); Quitclaim Deed.



County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing Transfer Of A Section Of The San Antonio Road Right-of-Way To The State Of
California For Use In A State Highway Project and Directing The Chair To Execute A Quitclaim
Deed And Associated Right-Of-Way Contract Conveying Said Right-of-Way.**

Whereas, the County of Sonoma owns the San Antonio Road right-of-way near the Marin-Sonoma County line; and

Whereas, the State of California, in association with the Sonoma County Transportation Authority, is planning to realign and reconstruct Highway 101 through this area as part of a major freeway improvement project in the "Marin/Sonoma Narrows" between Petaluma and Novato; and

Whereas, the State of California requires a 20,921 square foot section of the San Antonio Road right-of-way in order to shift the present alignment of the highway to the west; and

Whereas, the State of California has notified the County of Sonoma of its intent to obtain said right-of-way through the use of its authority under Section 83 of the Streets and Highways Code which authorizes and compels the free-of-charge transfer of road right-of-way from local agency jurisdictions to the State of California for highway improvement purposes.

Now, Therefore, Be It Resolved, that the Board of Supervisors hereby authorizes, in accordance with and compelled by Section 83 of the Streets and Highways Code, the conveyance of a portion of San Antonio Road right-of-way to the State of California.

Be It Further Resolved that the Chair of the Board of Supervisors is hereby authorized and directed to execute the Right-of-Way Contract – State Highway and the Quitclaim Deed more particularly described as "Exhibit A."

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

DEPARTMENT OF TRANSPORTATION

111 GRAND AVENUE
P. O. BOX 23440, MS-11A
OAKLAND, CA 94623-0440
PHONE (510) 286-5358
FAX (510) 286-5379
EMAIL john_cunliffe@dot.ca.gov



*Flex your power!
Be energy efficient!*

September 5, 2013

04-Son-101-P.M. 0.3
E.A.: 264092
Project No.: 04 0000 0735
Parcel: 62550

Ms. Susan Klassen
Director, County of Sonoma Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Dear Ms. Klassen:

U.S. Route 101 south of Petaluma will be improved by the California Department of Transportation (Caltrans). A review of the project's right of way needs has identified areas under your jurisdiction that require transfer to the State by application of Section 83 of the Streets and Highways Code.

Please accept this letter as Caltrans' notice of our intention to transfer the real property shown on the attached plats from the County of Sonoma to the State of California. The transaction will be consummated by quitclaim deed at a later date. This letter satisfies the Right of Way Certification requirements.

The State ACKNOWLEDGES that existing public utility facilities may lie within the Section 83 area shown on the attached plats according to Sections 680 or 703 of Streets & Highways Code or relocated according to design plats. Said public utility facilities will either be allowed to remain or relocated as part of the utility relocation agreement that may be in effect at the time of relocation.

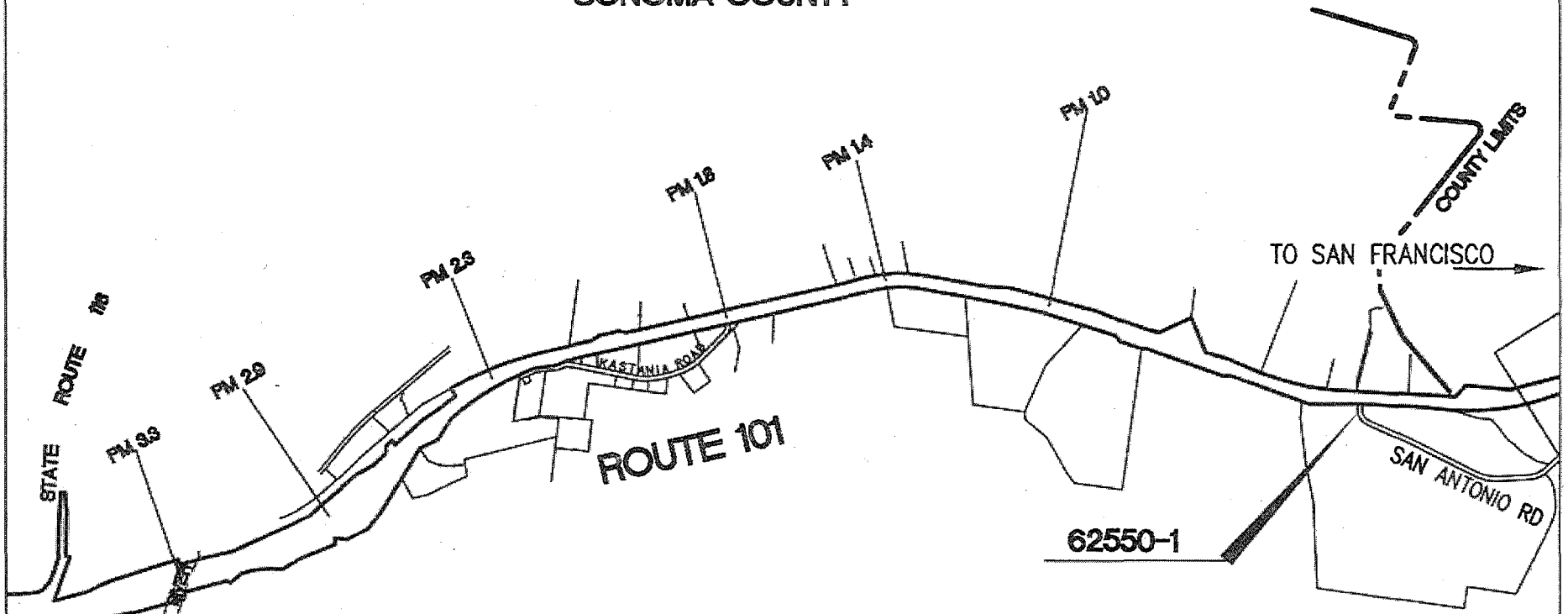
If you have any questions or need further information, please call John Cunliffe at 510-286-5358.

Sincerely,

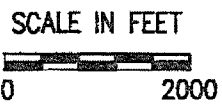
A handwritten signature in cursive script that reads "Allison G. Paich".

ALLISON G. PAICH
District Office Chief
R/W Acquisition, Project Mangement
Enclosures

SONOMA COUNTY

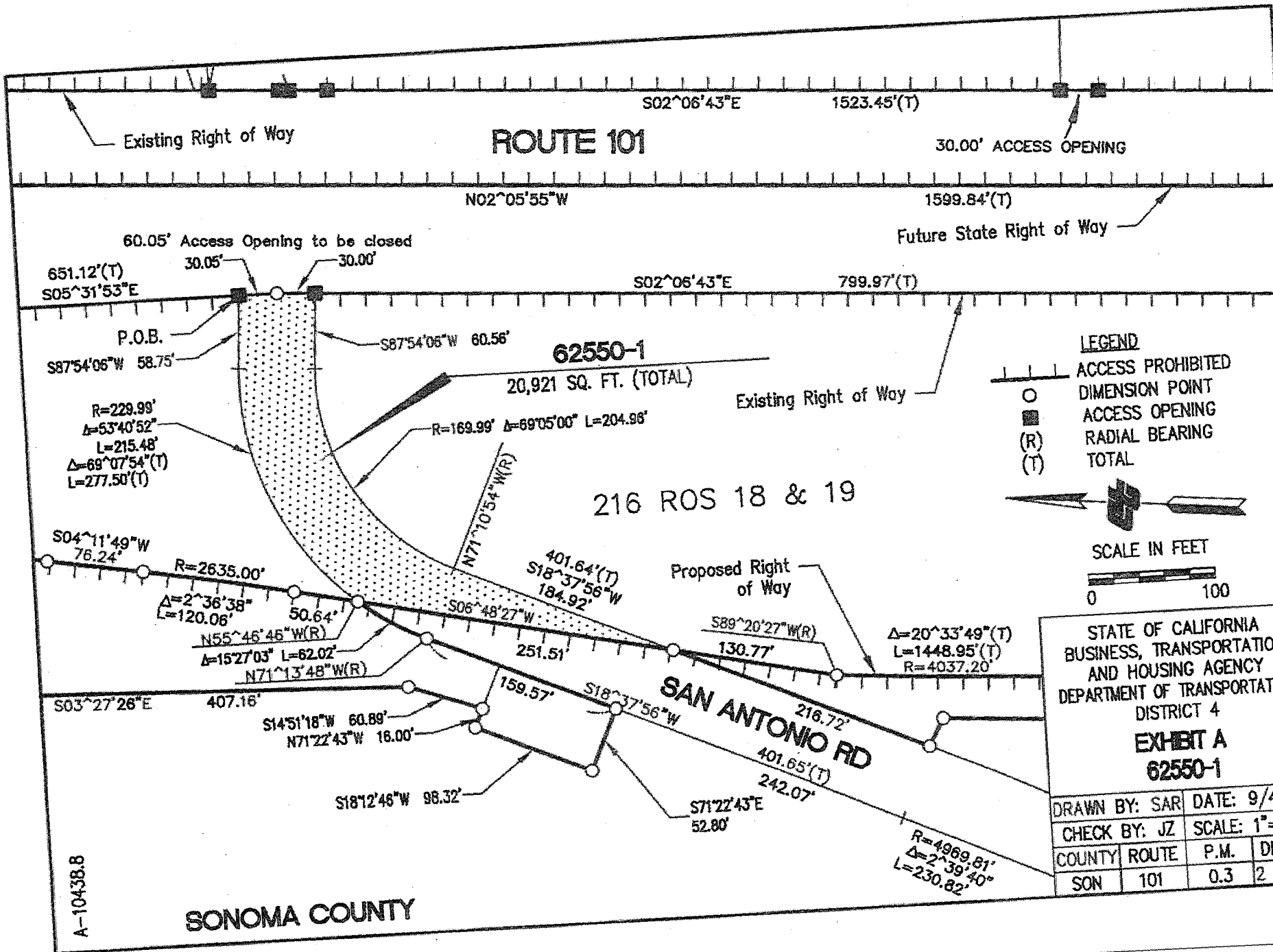


A-10438.8









STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION
 AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4
EXHIBIT A
62550-1

DRAWN BY: SAR		DATE: 9/4/13	
CHECK BY: AZ		SCALE: 1"=2000'	
COUNTY	ROUTE	P.M.	DR.NO.
SON	101	0.3	1 OF 2




LEGEND

-  ACCESS PROHIBITED
-  DIMENSION POINT
-  ACCESS OPENING
-  RADIAL BEARING
-  TOTAL



SCALE IN FEET



0 100

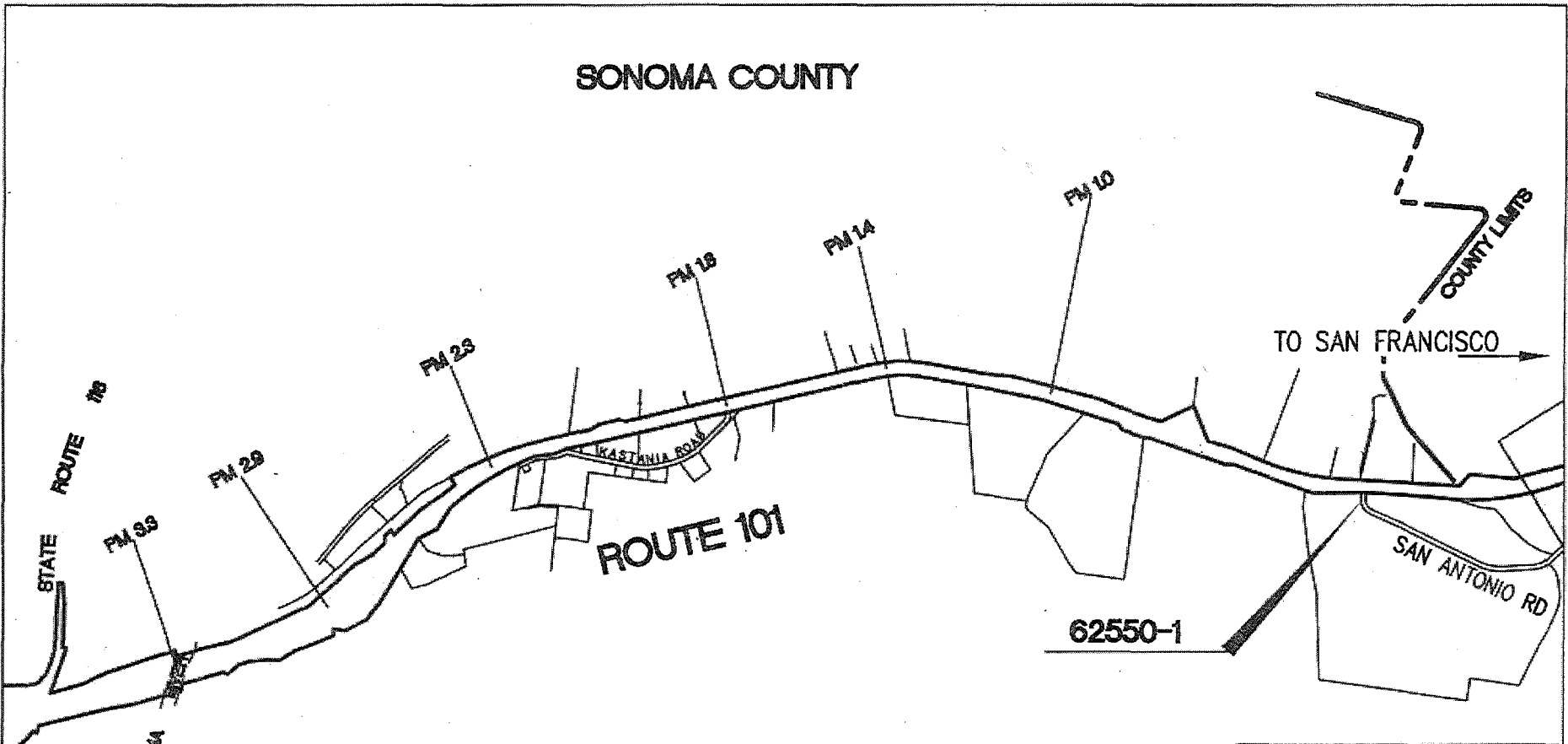
STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4

EXHIBIT A
62550-1

DRAWN BY: SAR	DATE: 9/4/13
CHECK BY: JZ	SCALE: 1"=100'
COUNTY ROUTE	P.M. DR.NO.
SON 101	0.3 2 OF 2

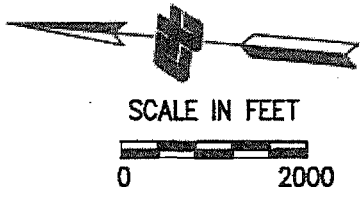
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SONOMA COUNTY



LOCATION MAP

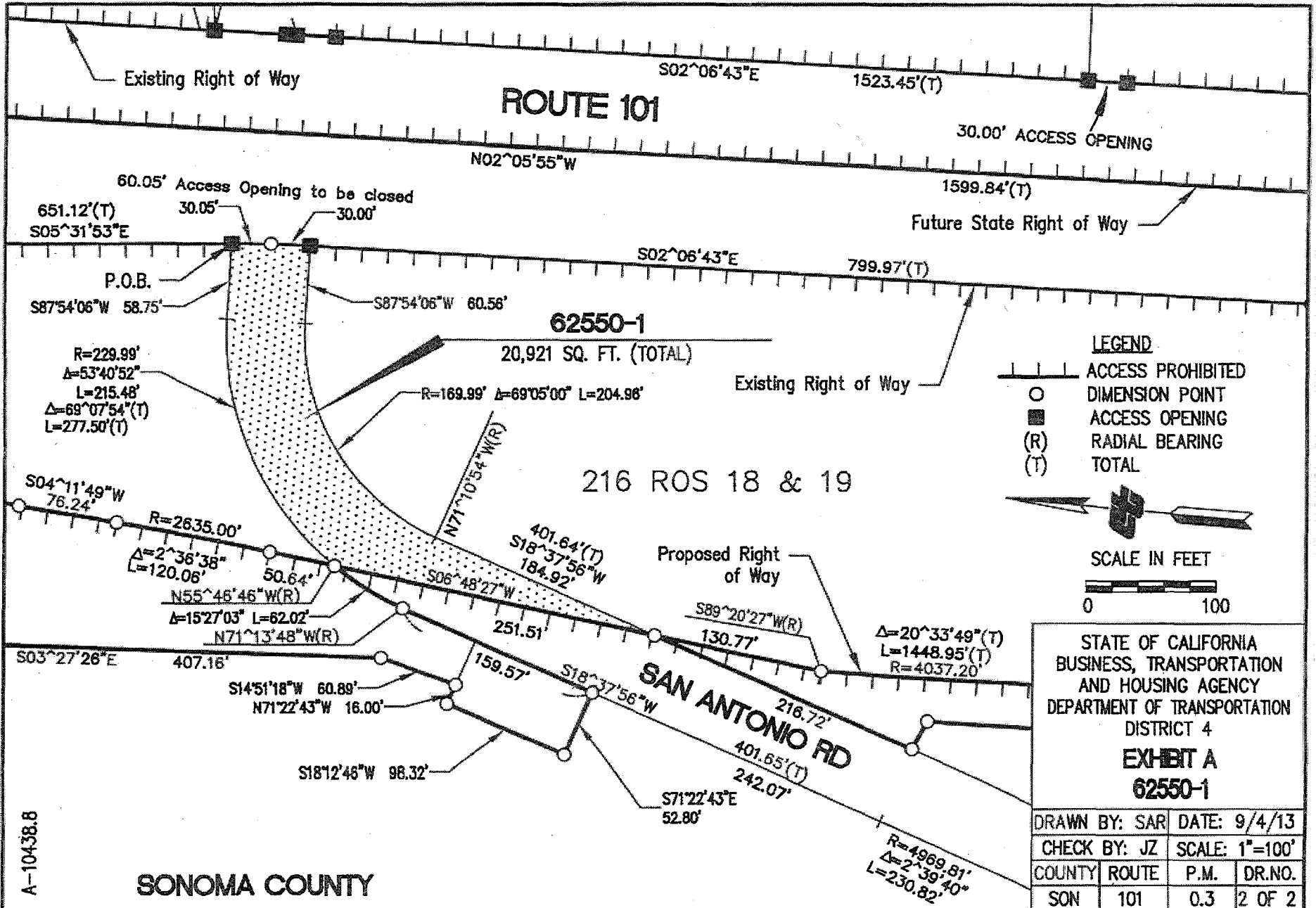
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STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION
 AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4
EXHIBIT A
62550-1

DRAWN BY: SAR		DATE: 9/4/13	
CHECK BY: AZ		SCALE: 1"=2000'	
COUNTY	ROUTE	P.M.	DR.NO.
SON	101	0.3	1 OF 2

CONVEYANCE MAP



LEGEND

- ACCESS PROHIBITED
- DIMENSION POINT
- ACCESS OPENING
- RADIAL BEARING
- TOTAL

SCALE IN FEET
 0 100

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION
 AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 4
EXHIBIT A
62550-1

DRAWN BY: SAR	DATE: 9/4/13		
CHECK BY: JZ	SCALE: 1"=100'		
COUNTY	ROUTE	P.M.	DR.NO.
SON	101	0.3	2 OF 2

A-10438.8

SONOMA COUNTY



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

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors (707) 565-2241

Supervisorial District(s):

Title: Minutes of January 7, 2014

Recommended Actions:

Approval.

Executive Summary:

Approval of Minutes:

- (A) Minutes of the Meeting of January 7, 2014 for the following: Agricultural Preservation and Open Space District, Community Development Commission, In-Home Supportive Services (IHSS) Public Authority, Industrial Development Authority, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Rio Nido Geologic Hazard Abatement District, Russian River County Sanitation District, Sonoma County Public Financing Authority, Sonoma County Water and Wastewater Financing Authority, Sonoma County Water Agency, South Park County Sanitation District and Board of Supervisors; and
- (B) Minutes of the Meeting of January 7, 2014 of the Sonoma Valley County Sanitation District.

Prior Board Actions:

None.

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

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

TUESDAY

JANUARY 7, 2014

8:30 A.M.

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
Mike McGuire	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

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

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

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

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

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

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

8:33 A.M. CALL TO ORDER

8:33 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

II. NOMINATION AND ELECTION OF BOARD CHAIR, VICE-CHAIR AND CHAIR PRO-TEM

- A. Nomination and election of Chair
- B. Nomination and election of Vice-Chair
- C. Nomination and election of Chair Pro-Tem
- D. Remarks of outgoing Chair
- E. Remarks of incoming Chair
- F. Seating selection at the dais
- G. Comments from the floor

Speaker:

Bob Anderson

III. RECESS TO RECEPTION IN FOYER

8:53 A.M. Board recessed

9:38 A.M. Board reconvened

Chairman Rabbitt presiding.

IV. BOARD MEMBER ANNOUNCEMENTS

Supervisor McGuire provided the Board with a Tree Ad Hoc Committee update, announced that he will be meeting with National Resource Conservation Services staff to discuss Russian River Watershed efforts, and provided an update on the progress of the amended Library Joint Powers Authority.

BOARD MEMBER ANNOUNCEMENTS (Continued)

Supervisor Zane encouraged water conservation efforts; announced that she, alongside Ellen Bauer, Oscar Chavez, Mary Anne McBride, and Dr. Mary Maddux-Gonzalez, were selected as a team for the National Leadership Academy for Public Health's Healthy Aging Collaborative and that she was appointed as Chair of the National Association of Counties (NACo) Long Term Care Subcommittee.

Supervisor Gorin encouraged water conservation efforts; announced that she will be convening a community meeting regarding State and Regional Parks fire emergency response plans and provided a Sonoma Developmental Center Task Force planning update.

Supervisor Carrillo reported that he had attended the NACo Board meeting and provided an update on the NACo Finance Committee report and federal priorities.

Chairman Rabbitt announced that he had attended the Golden Gate Bridge Highway and Transportation District meeting to discuss the suicide prevention barrier.

V. CONSENT CALENDAR (Items 1 through 27)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 2)

PRESENTATION AT BOARD MEETING

1. Adopt a Gold Resolution proclaiming January 7, 2014 to February 11, 2014, as Human Trafficking Awareness Month in Sonoma County. (District Attorney/Health Services/Human Resources/Human Services/Probation/Sheriff's Office)

Chairman Rabbitt made a request to send a letter on behalf of the Board to the City of Santa Rosa in support of Social Advocates for Youth (SAY) Dream Center project. The Board agreed to send the letter of support and requested that staff also bring forward a Resolution in support of the project for formal adoption.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0001

PRESENTATION AT DIFFERENT DATE

2. Adopt a Gold Resolution congratulating Gary Magnani on his retirement as Commander of the Jack London Post 489. (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0002

CONSENT CALENDAR (Continued)

SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

3. Determine that the execution of an Easement Agreement for a private pipeline crossing over the Water Agency's Wohler-Forestville Pipeline will not adversely affect the Water Agency in any respect and will not have a significant adverse effect on the environment; Authorize the Chair to execute an Easement Agreement conveying property rights to Silverado-Sonoma Vineyards, LLC, a California Limited Liability Company; and Authorize the General Manager to file a Notice of Exemption in accordance with the California Environmental Quality Act (Final Action to be taken on January 14, 2014). (4/5 vote required) (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

4. Authorize the Chair to execute an agreement with Sonoma Ecology Center to provide hydrologic data collection and related services for performance of seepage runs on Sonoma Creek and tributaries for the amount of \$69,905; agreement terminates on December 31, 2017. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

5. Review and accept the Compliance Review Report of the Sonoma County Social Security Number Truncation Program for the period from January 1, 2008 through June 30, 2013.

Board Action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

6. Disbursement of Fiscal Year 2013-14 First 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: Children's Museum of Sonoma County, \$1,000.

Board Action: Approved as Recommended
UNANIMOUS VOTE

7. Disbursement of Fiscal Year 2013-14 Fifth District Advertising Funds - Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2013-14: Redwood Arts Council, \$2,000; Bodega Bay Fisherman's Festival, \$1,500; Sebastopol Center for the Arts, \$1,000; Children's Museum of Sonoma County, \$10,000; Sonoma County Farm Trails, \$5,000; and Occidental Center for the Arts, \$3,000.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

DISTRICT ATTORNEY

8. Adopt a Resolution approving the State of California Department of Motor Vehicles registration fee increase from \$1 to \$2 and approving a \$4 fee on all commercial vehicle registrations in Sonoma County per Section 9250.14 of the California Vehicle Code to recover the reasonable cost of providing vehicle theft prevention and prosecution services.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0003

FIRE AND EMERGENCY SERVICES

9. Authorize the Fire and Emergency Services Department Director to execute the Bay Area Urban Areas Securities Initiative Approval Authority Master Memorandum of Understanding effective December 1, 2013 to December 1, 2017.

Board Action: Approved as Recommended

UNANIMOUS VOTE

GENERAL SERVICES

10. Adopt a Resolution adopting the mitigated negative declaration, adopting the mitigation monitoring program, and approving the project to construct a communications tower and equipment shelter at 21789 Siri Road, Guerneville. (Fifth District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0004

11. Authorize the Director of General Services to execute an intergovernmental service agreement between the County of Mendocino and the County of Sonoma General Services Fleet Operations Division to provide Patrol Vehicle Build services to the County of Mendocino for the initial term of two and a half years at an estimated revenue of \$175,000, with an increase in expenditures of \$100,000; and Adopt a Resolution ratifying the Memorandum of Understanding between the County of Mendocino and the County of Sonoma for Patrol vehicle build services for two vehicles.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0005

HEALTH SERVICES

12. Adopt a Resolution approving the approach set forth in California Welfare and Institutions Code Section 17600.50(a) in determining payments to the State Family Support Services Subaccount and ratifying Resolution number 2013-1 of the County Medical Services Program Governing Board.

CONSENT CALENDAR (Continued)

Item #12 Continued

Speaker: Tammy Chandler, Assistant Director of Health Services

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0006

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)

13. Authorize the Director of Human Resources to execute agreements with the following six selected organizational development firms: Delia and Associates, The HR Matrix, LLC, Leap Solutions Group, LLC, The Personnel Perspective, The Results Group, and Tickler & Thomas, in amounts not to exceed \$50,000 per agreement, per annum, for three-year terms.

Board Action: Approved as Recommended

UNANIMOUS VOTE

14. Approve Concurrent Resolution amending Salary Resolution No. 95-0926, Appendix A - Salary Tables to delete the Agricultural Preservation and Open Space District management classification of OSD Community Relations Manager; and amending the Memorandum of Understanding between the County and SEIU Local 1021, Appendix A - Salary Tables to add the revised and re-titled classification of OSD Community Relations Specialist and set the salary at \$34.05, hourly A step, effective January 7, 2014.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 14-0007

PERMIT AND RESOURCE MANAGEMENT

15. Approve the request to withdraw the appeal of the Board of Zoning Adjustment's decision to approve a Use Permit; Chris Hougie, applicant; David Montano, appellant; 100 Wagner Road, Sonoma; APNs 128-461-050, -022 (File No. PLP13-0006). (First District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

SHERIFF'S OFFICE

16. Accept the Fiscal Year 2012-2013 Annual Inmate Welfare Trust Fund Report.

Board Action: Approved as Recommended

UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

17. Authorize the Chair to execute the first amendment to the agreement for vector control services at the Central Disposal Site with Airstrike Bird Control increasing the not-to-exceed amount from \$25,000 to \$66,000, and extending the term to expire June 30, 2014. (Second District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

18. Adopt a Resolution authorizing the Director of Transportation and Public Works to execute all necessary documents required to purchase performance bonds required for the Runway Safety Area project environmental mitigation in an amount not to exceed \$43,420. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 14-0008

19. Approve plans and specifications for the West Avenue Safe Routes to School project (C11010); and Award contract for construction to low bidder, J.A. Gonsalves and Son in the amount of \$121,511 and authorize the Chair to execute the construction contract. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

MISCELLANEOUS

20. Approval of Minutes - (A) Minutes of the Meeting of December 3, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma County Water Agency, South Park County Sanitation District and Board of Supervisors; (B) Minutes of the Meeting of December 3, 2013 of the Sonoma Valley County Sanitation District; (C) Minutes of the Meeting of December 10, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Occidental County Sanitation District, Russian River County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors; (D) Minutes of the Meeting of December 10, 2013 of the Sonoma Valley County Sanitation District.

Board Action: Approved as Recommended
UNANIMOUS VOTE

APPOINTMENTS/REAPPOINTMENTS

(Items 21 through 27)

21. Appoint Socorro Shields to the First 5 Sonoma County Commission for a two-year term through November 30, 2015. (Health Services)

CONSENT CALENDAR (Continued)

Item #21 Continued

Board Action: Approved as Recommended
UNANIMOUS VOTE

22. Adopt a Resolution appointing Ron Collier as Veterans' Remains Officer of Sonoma County for a two-year term ending January 31, 2016. (Human Services)

Board Action: Approved as Recommended
UNANIMOUS VOTE

Approved by Resolution No. 14-0009

23. Appoint Dr. Wendy Von Wiederhold to the Sonoma County Mental Health Board Commission effective January 7, 2014 and expiring on January 7, 2017. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

24. Appoint David Ebright to the Sonoma County Mental Health Board effective January 7, 2014 and expiring on January 7, 2017. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

25. Reappoint Lyndal-Marie Armstrong to the Sonoma County Mental Health Board effective December 31, 2013 and expiring on December 31, 2016. (First District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

26. Reappoint Christopher Rohde to the Commission on Human Rights for a term of two years to expire January 7, 2016. (Second District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

27. Amend the term for the appointment of Paul Juilly to the Cazadero Community Services District, decreasing the four year term to a two year term beginning December 6, 2013 through December 1, 2015. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

VI. REGULAR CALENDAR (Items 28 through 34)

BOARD OF SUPERVISORS
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
IN-HO ME SUPPORTIVE SERVICES (IHSS) PUBLIC AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
OCCIDENTAL COUNTY SANITATION DISTRICT
RUSSIAN RIVER COUNTY SANITATION DISTRICT
RIO NIDO GEOLOGIC HAZARD ABATEMENT DISTRICT
SONOMA COUNTY PUBLIC FINANCING AUTHORITY
SONOMA COUNTY WATER AGENCY
SONOMA COUNTY WATER AND WASTEWATER FINANCING AUTHORITY
SOUTH PARK COUNTY SANITATION DISTRICT
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)
AND
SONOMA VALLEY COUNTY SANITATION DISTRICT
(Directors: Gorin, Rabbitt, T. Rouse)

28. Selection of Officers 2014 - (A) Adopt a Resolution appointing the Chair, Vice-Chair and Chair Pro-Tem for the year 2014 for the Board of Supervisors, Directors and Commissioners; (B) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Corporation; (C) Adopt a Resolution naming the officers of the County of Sonoma Public Financing Authority; and (D) Adopt a Resolution naming the officers of the Sonoma County Water and Wastewater Financing Authority.

10:28 A.M.

Chairman Rabbitt announced that item #28 had been considered as the first order of business at the beginning of the meeting. He opened public comment for members of the public wishing to speak on the item.

Board Action: Adopt four Resolutions selecting Supervisor David Rabbitt as Chair, Supervisor Susan Gorin as Vice Chair, and Supervisor Efrén Carrillo as Chair Pro Tem for 2014 for the following:

- (A) Naming the Chair, Vice-Chair and Chair Pro-Tem for the year 2014 for the Board of Supervisors, Directors and Commissioners; and
- (B) Naming the officers of the County of Sonoma Public Financing Corporation; and
- (C) Naming the officers of the County of Sonoma Public Financing Authority, and
- (D) Naming the officers of the Sonoma County Water and Wastewater Financing Authority.

UNANIMOUS VOTE

REGULAR CALENDAR (Continued)

Item #28 Continued

Sonoma Valley County Sanitation District

AYES: David Rabbitt, Susan Gorin

ABSENT: Tom Rouse

Approved by Resolution Nos. 14-0010, 14-0011, 14-0012, 14-0013

Board Action: Approved as Recommended

UNANIMOUS VOTE

COUNTY COUNSEL

29. Receive report on the 2013 Combined Fund Drive.

10:28 A.M.

Present: County Counsel Bruce Goldstein and Grant Davis, Sonoma County Water Agency General Manager

Information Only.

GENERAL SERVICES

30. Approve the project plans and specifications of Annapolis Fire Apparatus Garage and authorize the Chair to execute a construction contract with the lowest responsive and responsible bidder, R & C Construction in the amount of \$302,000. (Fifth District)

10:43 A.M.

Present: Al Terrell, County Fire Chief/Fire and Emergency Services Director; Wes Kitchel, Assistant Fire Chief; and Ed Buonaccorsi, General Services Deputy Director

Board Action: Approved as Recommended

UNANIMOUS VOTE

COMMUNITY DEVELOPMENT COMMISSION

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

AND

COUNTY ADMINISTRATOR

31. Cold Weather Homeless Shelter Funding Augmentation -

(A) Authorize the Executive Director of the Community Development Commission to execute an amendment to the Samuel Jones Hall funding agreement with the City of Santa Rosa to provide up to \$34,750 for a 68-bed expansion of the facility from December 24, 2013 through March 31, 2014.

REGULAR CALENDAR (Continued)

Item #31 Continued

- (B) Authorize the Executive Director of the Community Development Commission to execute an amendment to the funding agreement with Catholic Charities to provide up to \$20,000 for the estimated additional costs that will be incurred to operate a warming station at the Homeless Services Center from January 1, 2014 through March 31, 2014.
- (C) Authorize the Executive Director of the Community Development Commission to execute an amendment to the funding agreement with West County Community Services to provide up to \$25,000 for the estimated additional costs that will be incurred to expand the shelter by up to 12 beds at the Guerneville Veterans Building homeless shelter for an estimated 72 days between January 1, 2014 through March 31, 2014.
- (D) Authorize the Executive Director of the Community Development Commission to execute an amendment to the funding agreement with Catholic Charities to provide \$75,000 to expand the Rapid Re-Housing program assistance for up to 20 additional homeless households from January 1, 2014 through June 30, 2014.
- (E) Authorize the Executive Director of the Community Development Commission to expend up to \$25,000 to conduct a Vulnerability Index assessment of homeless persons. (4/5 vote required)

10:53 A.M.

Present: Mark Krug, Community Development Manager

Speakers:

Jenny Adresen
Mary Ann Lahley
Linda R. Picton
Adrienne Lauby
Ellen Zebrowski
Georgia Berland
Steve Birdlebough

Board Action: Approve Actions A through E as recommended and direct staff to return to the Board on January 28, 2014 with a report on the use of County facilities for shelter related services for the homeless, the associated funding costs and address long and short term issues.

UNANIMOUS VOTE

HUMAN SERVICES

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

Item #31 was continued to January 14, 2014.

12:17 P.M. Supervisor Zane left the meeting.

REGULAR CALENDAR (Continued)

COUNTY ADMINISTRATOR

33. Confirm appointments of individuals to complete the balance of appointments to the Community and Local Law Enforcement Task Force, selected by individual members of the Board of Supervisors, the Mayor of Santa Rosa and the District Attorney. Appointments are for a one year term, expiring December 31, 2014.

12:17 P.M.

Present: Veronica A. Ferguson, County Administrator and Jennifer Murray, Deputy County Administrator

12:19 P.M. Supervisor Zane rejoined the meeting

Board Action: Appoint the following individuals to the Community and Local Law Enforcement Task Force for a term of one year, expiring December 31, 2014:

First District:

Maite Iturri
Claudine Banuelos

Second District:

Jeanne Martin Buckley
Lynn King
Todd Mendoza

Fourth District:

Joe Palla

District Attorney Representative:

Cora Guy

UNANIMOUS VOTE

BOARD OF SUPERVISORS

34. Approve Board Sponsorship of \$4,525 to the Sebastopol Center for the Arts for the AARP Tax-Aide Program at the Sebastopol Veteran's Memorial Building from February 6, 2014 through April 10, 2014. (Fifth District)

12:25 P.M.

Board Action: Approved as Recommended
UNANIMOUS VOTE

12:25 P.M. The Board recessed to closed session.

VII. CLOSED SESSION CALENDAR (Item 35 through 43)

5:59 P.M. Counsel Goldstein reported on Closed Session items #35-43.

35. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Pending Litigation - Name of Case: County of Sonoma v. Keith Kelly Workers' Compensation Appeals Board No. ADJ496000 (Govt. Code Section 54956.9(d)(1)).

Board Action: Approve a worker's compensation settlement with Mr. Kelly for a compromise and release with a designated open medical treatment in the amount of \$60,000 with direction given to the Risk Manager to effectuate all documents necessary for the settlement.

UNANIMOUS VOTE

36. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Continued to a future date.

37. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Eugene Alexeev; Sonoma County Superior Court SCV-253782 (Govt. Code Section 54956.9(d)(1)).

Direction was given to staff and Counsel.

38. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Estate of Andy Lopez, by and through successors in interest, Rodrigo Lopez and Sujay Cruz, and Rodrigo Lopez and Sujay Cruz, Individually, vs. Erick Gelhaus, County of Sonoma, Does 1 through 10, Inclusive; United States District Court Northern District of California 3:13-CV-05124-JCS (Govt. Code Section 54956.9(d)(1)).

Direction was given to staff and Counsel.

39. 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)).

Continued to January 14, 2014.

40. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Initiation of Litigation (Govt. Code Section 54956.9(d)(4)).

Withdrawn.

41. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel - Real Estate Negotiations - Name of Case: Cresta II - Location 3000 Porter Creek Rd., Santa Rosa 95404

CLOSED SESSION CALENDAR (Continued)

Item #41 Continued

APN: 079-090-012; Negotiator: William Cresta and Open Space District; Name of Case: McCullough II - Location: 2584 Mark West Springs Rd., Santa Rosa, CA 95404 APN: 028-060-064, -066 and -067; Negotiator: Robert Schepergerdes (Govt. Code Section 54956.8).

Continued to January 14, 2014.

42. The Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: Eckhart v. Sonoma County Agricultural Preservation and Open Space District, et al, Sonoma County Superior Court Case No. SCV-252224 (Govt. Code Section 54956.9(d)(1)).

Board Action: Approve the settlement agreement with the Eckharts for the payment of \$39,750 which provides for release of all claims in this matter and authorize either the Board President or the General Manager to execute and record the settlement agreement and release, an easement modification, and a certificate of acceptance and all of the documents necessary to effectuate the settlement.

UNANIMOUS VOTE

43. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the In-Home Supportive Services Public Authority, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiators: Wendy Macy/Carol Allen. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Direction was given to Labor Negotiators and Counsel.

VIII. REGULAR AFTERNOON CALENDAR (Items 44 through 47)

2:04 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Staff Present: Veronica Ferguson, County Administrator and Bruce Goldstein, County Counsel

44. Report on Closed Session.

2:04 P.M. Chair Rabbitt reported that Closed Session will reconvene after Item #45.

45. 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.)

2:05 P.M. Public Comment Opened

Mary K Moore
Kym Trippsanth
David Ortiz
Dara McCuiston
Alfredo Sanchez
Victoria Hogan
Elaine Holtz
Susan Lamont
Pat Sheehan
Nicole Guerra
Carla Greenan
Elbert Howard
Magick Altman
Stacy Sincheff
Ana Salgado
Peter Tscherneff
Jorge _____
Alan MacFarlane
Frank Saiz
Ramon Cairo
San Miguel
Alice Loaiza
Tova Fry
Thomas Bonfigli
Zachary Britton
Angela Gonzalez
Mary Norman
Marti Wroth
Dr. Paula Erkkila M.D.

REGULAR AFTERNOON CALENDAR (Continued)
Public Comment (Continued)

Joshha Stark
Robert Edmonds

3:57 P.M. Supervisor Zane left the meeting
3:59 P.M. Supervisor Zane joined the meeting

Sandra Rimkeit
Lloyd Guccion
Fred Ames
Ethan Oliver
Duane De Witt

4:18 P.M. Supervisor Zane left the meeting

Thomas Morabito

4:22 P.M. Supervisor Zane joined the meeting

Elizabeth Neylon
Mary Morrison
Michelle Miller
Rich Hannan
John Jenkel
Colleen Fernald
Betz Miller
Sabrina Krauss

4:54 P.M. Public Comment Closed

4:54 P.M. The Board recessed to continued Closed Session.

5:59 P.M. The Board reconvened from continued Closed Session.

Supervisor Absent: Shirlee Zane

Counsel Goldstein reported on Closed Session items #35-43. See Section VII.

6:00 P.M. Supervisor Zane joined the meeting.

46. Permit and Resource Management Department: Review and possible action on the following:
- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
 - b) Acts and Determinations of Project Review and Advisory Committee
 - c) Acts and Determinations of Design Review Committee
 - d) Acts and Determinations of Landmarks Commission
 - e) Administrative Determinations of the Director of Permit and Resource Management

6:02 P.M. No Acts and Determinations were reviewed or acted on.

47. ADJOURNMENTS

6:03 P.M. The Board adjourned the meeting in memory of Nicholas Bloom, Herb Golenpaul, Wayne Douglas, Reverend Eric Freed, Helen E. Cavanagh, Joan Helen James, Lee J Dolcini Jr., and William "Bill" Murray Jr.

The meeting was adjourned to January 14, 2014 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano
Chief Deputy 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: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Appoint Jeff Crouch to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on January 28, 2014 and ending on January 28, 2016. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

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 District

Title: Appointment

Recommended Actions:

Reappoint Jan McFarland to the Sonoma County Agricultural Preservation and Open Space Advisory Committee effective 2/21/2014 and expiring on 2/21/16. (First District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$	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):

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Attachments:

--

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve reappointment of Shanti Edwards to the Agricultural Preservation and Open Space District Advisory Committee, representing the Third District for a term of two years beginning January 28, 2014 and ending January 28, 2016. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

Narrative Explanation of Fiscal Impacts (If Required):

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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:

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, (707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve reappointment of Rabon Saip to the Advisory Council to Area Agency on Aging, representing the Third District for a term of two years beginning January 28, 2014 and ending January 28, 2016. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 13-14

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

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works;
Sonoma County Public Finance Authority

Staff Name and Phone Number:

Susan R. Klassen, 707-565-2231

Supervisorial District(s):

Fifth

Title: Financing for the CSA #41 Salmon Creek Water District System-Wide Improvements.

Recommended Actions:

That the Board approve and direct the Chair to execute the following Amendment to the Installment Agreement and Resolutions in the matter of the Salmon Creek Water District System-Wide Improvements:

1. Amendment to the Installment Agreement between the County of Sonoma and the Sonoma County Public Finance Authority for Series 2013A Bonds in the amount of \$792,000 and for Series 2013B Bonds in the amount of \$191,000.
2. Resolution of the County of Sonoma approving the Amendment to the Installment Agreement.
3. Resolution of the Sonoma County Public Finance Authority amending and supplementing Resolution No. 13-301, as amended by Resolution No. 13-0327.

Executive Summary:

Staff is recommending the approval of the amendment to the documents providing for the issuance of water revenue bonds representing two loans from the United States Department of Agriculture ("U.S.D.A.") for the CSA #41 Salmon Creek Water District system-wide improvements ("Project"). The amendment is required by the U.S.D.A. so that the payment structure consists of an interest only payment on August 22nd and a principal plus interest payment on February 22nd each year of the obligation. The original approved bond documents only provided for a single payment annually. This action will not change the cost of the financing nor will it change the amount that the residents pay on the charge levy posted to their annual property taxes.

The Installment Agreement was approved by the Board of Supervisors on July 30, 2013. The final loan documents closed on August 22, 2013. Construction of the system-wide improvements for the Salmon Creek treatment plant began September 3, 2013 and are anticipated to be completed in March 2014.

The Amendment to the Installment Agreement and Resolutions have been reviewed as to form by

County Counsel and by Richards Watson Gershon, Bond Counsel for the Project financing.

Prior Board Actions:

7/30/13: Board approved the Resolution No. authorizing and providing for the indebtedness for the Salmon Creek Water District; and the Sonoma County Public Finance Authority approved the issuance, sale and delivery of the water revenue bonds, Series 2013 A and B.

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

Continue providing drinking water that meets the State of California safe drinking water standards to the Salmon Creek Water District community.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 983,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 983,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 983,000	Total Sources	\$ 983,000

Narrative Explanation of Fiscal Impacts (If Required):

This item results in no change to the cost of the financing; purpose was solely for revision of the payment schedule as required by the U.S.D.A.

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. Amendment No. 1 to the Installment Agreement between the County of Sonoma and the Sonoma County Public Finance Authority for Series 2013A Bonds in the amount of \$792,000 and for Series 2013B Bonds in the amount of \$191,000.
2. Resolution of the County of Sonoma approving the Amendment to the Installment Agreement.

3. Resolution of the Sonoma County Public Finance Authority amending and supplementing Resolution No. 13-301, as amended by Resolution No. 13-0327.
4. Location Map

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

1. Installment Agreement between the County of Sonoma and the Sonoma County Public Finance Authority for Series 2013A Bonds in the amount of \$792,000 and for Series 2013B Bonds in the amount of \$191,000.
2. Sonoma County Public Finance Authority Water Revenue Bond Series 2013A.
3. Sonoma County Public Finance Authority Water Revenue Bond Series 2013B.

AMENDMENT NO. 1 TO THE INSTALLMENT SALE AGREEMENT

THIS AMENDMENT NO 1 TO THE INSTALLMENT SALE AGREEMENT, dated as of January 1, 2014 (this "Amendment"), is by and between the SONOMA COUNTY PUBLIC FINANCE AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), and the COUNTY OF SONOMA, a municipal corporation duly organized and existing under the laws of the State of California (the "County").

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing or refinancing public capital improvements of the County; and

WHEREAS, the County operates a water system for the customers of County Service Area No. 41 Salmon Creek Zone of Benefit (the "Water System"); and

WHEREAS, under the Act, the Authority is authorized to borrow money for the purpose of financing the costs relating to public capital improvements of the County, including facilities of the Water System; and

WHEREAS, the Authority issued its Water Revenue Bonds, Series 2013A (the "Series 2013A Bonds") and its Water Revenue Bonds, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to its Resolution No. 13-0301, as amended by its Resolution No. 13-0327 and its Resolution No. _____ (the "Bond Resolution"); and

WHEREAS, the Series 2013 Bonds evidence a loan (the "USDA Loan") from the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "Government") and the Government is the registered owner of the Series 2013 Bonds.

WHEREAS, the County and the Authority entered into that certain Installment Sale Agreement, dated as of August 1, 2013 (the "Installment Sale Agreement") pursuant to which the County bought the Purchased Assets (as defined in the Installment Sale Agreement) from the Authority and makes certain installment payments which have been calculated to be sufficient to enable the Authority to pay the principal of and interest and premium, if any, on the Series 2013 Bonds when due and payable; and

WHEREAS, the County and the Authority wish to amend the Installment Sale Agreement to conform to the Government's regulations relating to the USDA Loan by revising the installment payment schedules.

WHEREAS, the Authority and the County have duly authorized the execution and delivery of this Amendment;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

Section 1.01. Amendment. Exhibit C to the Installment Sale Agreement is hereby amended in its entirety by replacing it with the revised Exhibit C attached hereto.

IN WITNESS WHEREOF, the Authority and the County have caused this Amendment No. 1 to the Installment Sale Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

COUNTY OF SONOMA

By _____
Chair

Attest:

Clerk

**SONOMA COUNTY PUBLIC FINANCE
AUTHORITY**

By _____
Executive Director

Attest:

Secretary

EXHIBIT C
SCHEDULE OF SERIES 2013A INSTALLMENT PAYMENTS

Installment Payment Date [‡]	Principal Component	Interest Component	Total Installment Payment
8/22/2014	-	10,890.00	10,890.00
2/22/2015	11,600.00	10,890.00	22,490.00
8/22/2015	-	10,730.50	10,730.50
2/22/2016	11,900.00	10,730.50	22,630.50
8/22/2016	-	10,566.88	10,566.88
2/22/2017	12,200.00	10,566.88	22,766.88
8/22/2017	-	10,399.13	10,399.13
2/22/2018	12,600.00	10,399.13	22,999.13
8/22/2018	-	10,225.88	10,225.88
2/22/2019	12,900.00	10,225.88	23,125.88
8/22/2019	-	10,048.50	10,048.50
2/22/2020	13,300.00	10,048.50	23,348.50
8/22/2020	-	9,865.63	9,865.63
2/22/2021	13,600.00	9,865.63	23,465.63
8/22/2021	-	9,678.63	9,678.63
2/22/2022	14,000.00	9,678.63	23,678.63
8/22/2022	-	9,486.13	9,486.13
2/22/2023	14,400.00	9,486.13	23,886.13
8/22/2023	-	9,288.13	9,288.13
2/22/2024	14,800.00	9,288.13	24,088.13
8/22/2024	-	9,084.63	9,084.63
2/22/2025	15,200.00	9,084.63	24,284.63
8/22/2025	-	8,875.63	8,875.63
2/22/2026	15,600.00	8,875.63	24,475.63
8/22/2026	-	8,661.13	8,661.13
2/22/2027	16,000.00	8,661.13	24,661.13
8/22/2027	-	8,441.13	8,441.13
2/22/2028	16,500.00	8,441.13	24,941.13
8/22/2028	-	8,214.25	8,214.25
2/22/2029	16,900.00	8,214.25	25,114.25
8/22/2029	-	7,981.88	7,981.88
2/22/2030	17,400.00	7,981.88	25,381.88
8/22/2030	-	7,742.63	7,742.63
2/22/2031	17,900.00	7,742.63	25,642.63
8/22/2031	-	7,496.50	7,496.50
2/22/2032	18,400.00	7,496.50	25,896.50
8/22/2032	-	7,243.50	7,243.50
2/22/2033	18,900.00	7,243.50	26,143.50

[‡] Pursuant to Section 4.02, the County shall transfer the Installment Payments coming due to the Authority Treasurer five Business Days before each Installment Payment Date.

Installment Payment Date[‡]	Principal Component	Interest Component	Total Installment Payment
8/22/2033	-	6,983.63	6,983.63
2/22/2034	19,400.00	6,983.63	26,383.63
8/22/2034	-	6,716.88	6,716.88
2/22/2035	19,900.00	6,716.88	26,616.88
8/22/2035	-	6,443.25	6,443.25
2/22/2036	20,500.00	6,443.25	26,943.25
8/22/2036	-	6,161.38	6,161.38
2/22/2037	21,000.00	6,161.38	27,161.38
8/22/2037	-	5,872.63	5,872.63
2/22/2038	21,600.00	5,872.63	27,472.63
8/22/2038	-	5,575.63	5,575.63
2/22/2039	22,200.00	5,575.63	27,775.63
8/22/2039	-	5,270.38	5,270.38
2/22/2040	22,800.00	5,270.38	28,070.38
8/22/2040	-	4,956.88	4,956.88
2/22/2041	23,500.00	4,956.88	28,456.88
8/22/2041	-	4,633.75	4,633.75
2/22/2042	24,200.00	4,633.75	28,833.75
8/22/2042	-	4,301.00	4,301.00
2/22/2043	24,800.00	4,301.00	29,101.00
8/22/2043	-	3,960.00	3,960.00
2/22/2044	25,400.00	3,960.00	29,360.00
8/22/2044	-	3,610.75	3,610.75
2/22/2045	26,200.00	3,610.75	29,810.75
8/22/2045	-	3,250.50	3,250.50
2/22/2046	26,900.00	3,250.50	30,150.50
8/22/2046	-	2,880.63	2,880.63
2/22/2047	27,600.00	2,880.63	30,480.63
8/22/2047	-	2,501.13	2,501.13
2/22/2048	28,400.00	2,501.13	30,901.13
8/22/2048	-	2,110.63	2,110.63
2/22/2049	29,200.00	2,110.63	31,310.63
8/22/2049	-	1,709.13	1,709.13
2/22/2050	29,900.00	1,709.13	31,609.13
8/22/2050	-	1,298.00	1,298.00
2/22/2051	30,800.00	1,298.00	32,098.00
8/22/2051	-	874.50	874.50
2/22/2052	31,600.00	874.50	32,474.50
8/22/2052	-	440.00	440.00
2/22/2053	32,000.00	440.00	32,440.00

SCHEDULE OF SERIES 2013B INSTALLMENT PAYMENTS

Installment Payment Date [‡]	Principal Component	Interest Component	Total Installment Payment
8/22/2014	-	\$2,626.25	\$2,626.25
2/22/2015	\$2,800.00	\$2,626.25	\$5,426.25
8/22/2015		\$2,587.75	\$2,587.75
2/22/2016	\$2,900.00	\$2,587.75	\$5,487.75
8/22/2016		\$2,547.88	\$2,547.88
2/22/2017	\$3,000.00	\$2,547.88	\$5,547.88
8/22/2017		\$2,506.63	\$2,506.63
2/22/2018	\$3,000.00	\$2,506.63	\$5,506.63
8/22/2018		\$2,465.38	\$2,465.38
2/22/2019	\$3,100.00	\$2,465.38	\$5,565.38
8/22/2019		\$2,422.75	\$2,422.75
2/22/2020	\$3,200.00	\$2,422.75	\$5,622.75
8/22/2020		\$2,378.75	\$2,378.75
2/22/2021	\$3,300.00	\$2,378.75	\$5,678.75
8/22/2021		\$2,333.38	\$2,333.38
2/22/2022	\$3,400.00	\$2,333.38	\$5,733.38
8/22/2022		\$2,286.63	\$2,286.63
2/22/2023	\$3,500.00	\$2,286.63	\$5,786.63
8/22/2023		\$2,238.50	\$2,238.50
2/22/2024	\$3,600.00	\$2,238.50	\$5,838.50
8/22/2024		\$2,189.00	\$2,189.00
2/22/2025	\$3,700.00	\$2,189.00	\$5,889.00
8/22/2025		\$2,138.13	\$2,138.13
2/22/2026	\$3,800.00	\$2,138.13	\$5,938.13
8/22/2026		\$2,085.88	\$2,085.88
2/22/2027	\$3,900.00	\$2,085.88	\$5,985.88
8/22/2027		\$2,032.25	\$2,032.25
2/22/2028	\$4,000.00	\$2,032.25	\$6,032.25
8/22/2028		\$1,977.25	\$1,977.25
2/22/2029	\$4,100.00	\$1,977.25	\$6,077.25
8/22/2029		\$1,920.88	\$1,920.88
2/22/2030	\$4,200.00	\$1,920.88	\$6,120.88
8/22/2030		\$1,863.13	\$1,863.13
2/22/2031	\$4,400.00	\$1,863.13	\$6,263.13
8/22/2031		\$1,802.63	\$1,802.63
2/22/2032	\$4,500.00	\$1,802.63	\$6,302.63
8/22/2032		\$1,740.75	\$1,740.75
2/22/2033	\$4,600.00	\$1,740.75	\$6,340.75

[‡] Pursuant to Section 4.02, the County shall transfer the Installment Payments coming due to the Authority Treasurer five Business Days before each Installment Payment Date.

Installment Payment Date[‡]	Principal Component	Interest Component	Total Installment Payment
8/22/2033		\$1,677.50	\$1,677.50
2/22/2034	\$4,700.00	\$1,677.50	\$6,377.50
8/22/2034		\$1,612.88	\$1,612.88
2/22/2035	\$4,800.00	\$1,612.88	\$6,412.88
8/22/2035		\$1,546.88	\$1,546.88
2/22/2036	\$4,900.00	\$1,546.88	\$6,446.88
8/22/2036		\$1,479.50	\$1,479.50
2/22/2037	\$5,100.00	\$1,479.50	\$6,579.50
8/22/2037		\$1,409.38	\$1,409.38
2/22/2038	\$5,200.00	\$1,409.38	\$6,609.38
8/22/2038		\$1,337.88	\$1,337.88
2/22/2039	\$5,400.00	\$1,337.88	\$6,737.88
8/22/2039		\$1,263.63	\$1,263.63
2/22/2040	\$5,500.00	\$1,263.63	\$6,763.63
8/22/2040		\$1,188.00	\$1,188.00
2/22/2041	\$5,700.00	\$1,188.00	\$6,888.00
8/22/2041		\$1,109.63	\$1,109.63
2/22/2042	\$5,800.00	\$1,109.63	\$6,909.63
8/22/2042		\$1,029.88	\$1,029.88
2/22/2043	\$6,000.00	\$1,029.88	\$7,029.88
8/22/2043		\$947.38	\$947.38
2/22/2044	\$6,100.00	\$947.38	\$7,047.38
8/22/2044		\$863.50	\$863.50
2/22/2045	\$6,300.00	\$863.50	\$7,163.50
8/22/2045		\$776.88	\$776.88
2/22/2046	\$6,500.00	\$776.88	\$7,276.88
8/22/2046		\$687.50	\$687.50
2/22/2047	\$6,700.00	\$687.50	\$7,387.50
8/22/2047		\$595.38	\$595.38
2/22/2048	\$6,900.00	\$595.38	\$7,495.38
8/22/2048		\$500.50	\$500.50
2/22/2049	\$7,000.00	\$500.50	\$7,500.50
8/22/2049		\$404.25	\$404.25
2/22/2050	\$7,100.00	\$404.25	\$7,504.25
8/22/2050		\$306.63	\$306.63
2/22/2051	\$7,300.00	\$306.63	\$7,606.63
8/22/2051		\$206.25	\$206.25
2/22/2052	\$7,400.00	\$206.25	\$7,606.25
8/22/2052		\$104.50	\$104.50
2/22/2053	\$7,600.00	\$104.50	\$7,704.50



County of Sonoma

State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving An Amendment To The Installment Sale Agreement in Connection With The Sonoma County Public Finance Authority Water Revenue Bonds (U.S.D.A.), Series 2013A And Its Water Revenue Bonds (U.S.D.A.), Series 2013B To Accommodate United States Department Of Agriculture Regulations By Revising Payment Schedules.

Whereas, The Sonoma County Public Finance Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing or refinancing public capital improvements of the County of Sonoma (the "County").

Whereas, The County operates a water system (the "Water System") for the customers of County Service Area No. 41 Salmon Creek Zone of Benefit ("Salmon Creek").

Whereas, The Authority and the County financed improvements to the Water System (the "Improvements"), comprised of the acquisition, construction and installation of a new raw water storage tank, a new micro-filter treatment system, a modified fire flow pumping system, acquisition of the parcel of land at the existing tank site, enhancement of the existing raw water intake, and modification of the existing pump house to the Water System by obtaining a loan (the "USDA Loan") from the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "Government").

Whereas, In connection with financing the Improvements, the Authority issued its Water Revenue Bonds, Series 2013A (the "Series 2013A Bonds") and its Water Revenue Bonds, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to its Resolution No. 13-0301, as amended by its Resolution No. 13-0327 and its Resolution No. _____ (the "Authority Bond Resolution").

Whereas, The Bonds evidence the USDA Loan and the Government is the registered owner of the Bonds.

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Whereas, In connection with the Issuance of the Bonds, the County and the Authority entered into that certain Installment Sale Agreement dated as of August 1, 2014 (the "Installment Sale Agreement"), whereby the County bought certain assets from the Authority and makes certain installment payments calculated such that such payments are sufficient to enable the Authority to pay the principal of, and interest and premium, if any, on such bonds when due.

Whereas, The County and the Authority wish to amend the Installment Sale Agreement to conform to the Government's regulations relating to the USDA Loan by revising the installment payment schedules.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby finds, determinates, resolves, and orders as follows:

Section 1. Recitals. The above recitals, and each of them, are true and correct.

Section 2. Amendment No. 1 to Installment Sale Agreement. Amendment No. 1 to the Installment Sale Agreement (the "Amendment"), proposed to be entered into by and between the County and the Authority, in the form attached hereto as Exhibit 1, is hereby approved. The Chair, or in the Chair's absence the Vice Chair, is hereby authorized and directed, for and in the name and on behalf of the County, to execute and deliver the Amendment in substantially said form, with such changes therein as the Chair, or the Vice Chair, as the case may be, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Other Acts. The Chair and the Vice Chair, and other officers of the County, are hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Sonoma at a meeting held on the ____ day of _____, 2014, by the following vote:

Supervisors:

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

So Ordered.



County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

A RESOLUTION OF THE SONOMA COUNTY PUBLIC FINANCE AUTHORITY AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-0301, AS AMENDED BY RESOLUTION NO. 13-0327, TO ACCOMMODATE UNITED STATES DEPARTMENT OF AGRICULTURE REGULATIONS BY REVISING PAYMENT SCHEDULES AND APPROVING AN AMENDMENT TO THE INSTALLMENT SALE AGREEMENT IN CONNECTION THEREWITH

RECITALS:

A. The Sonoma County Public Finance Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of financing or refinancing public capital improvements of the County of Sonoma (the "County").

B. The County operates a water system for the customers of County Service Area No. 41 Salmon Creek Zone of Benefit (the "Water System").

C. The Authority and the County have financed improvements to the Water System (the "Improvements"), comprised of the acquisition, construction and installation of a new raw water storage tank, a new micro-filter treatment system, a modified fire flow pumping system, acquisition of the parcel of land at the existing tank site, enhancement of the existing raw water intake, and modification of the existing pump house to the Water System by obtaining a loan (the "USDA Loan") from the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (the "Government").

D. In connection with financing the Improvements, the Authority issued its Water Revenue Bonds (USDA), Series 2013A (the "Series 2013A Bonds") and Water Revenue Bonds (USDA), Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Bonds") pursuant to Resolution No. 13-0301, adopted on July 30, 2013. The Bonds will evidence the USDA Loan and the Government will be the initial registered owner of the Bonds.

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E. On August 20, 2013, the Authority adopted its Resolution No 13-0327 to amend Resolution No. 13-0301 to conform to the government's regulations relating to the USDA Loan by revising the computation of semiannual interest payments, the payment schedules and the disposition of the proceeds of the Bonds.

F. The Authority wishes to further amend Resolution No. 13-0301, as amended by Resolution No. 13-0327, to conform to the government's regulations relating to the USDA Loan by revising the payment schedules for the Bonds.

G. In connection with the Issuance of the Bonds, the County and the Authority entered into that certain Installment Sale Agreement dated as of August 1, 2014 (the "Installment Sale Agreement"), whereby the County bought certain assets from the Authority and makes certain installment payments calculated such that such payments are sufficient to enable the Authority to pay the principal of, and interest and premium, if any, on such bonds when due.

H. The County and the Authority wish to amend the Installment Sale Agreement to conform to the Government's regulations relating to the USDA Loan by revising the installment payment schedules.

NOW, THEREFORE, BE IT RESOLVED BY THE SONOMA COUNTY PUBLIC FINANCE AUTHORITY AS FOLLOWS:

Section 1. Resolution No. 13-0301, as amended by Resolution No. 13-0327, is hereby further amended by replacing the forms of the Series 2013A Bond and the Series 2013B Bond set forth in Exhibit A and Exhibit B thereto, with the forms set forth in Exhibit A and Exhibit B hereto, respectively, with necessary or appropriate variations, omissions or insertions as permitted or required by this Resolution or any Supplemental Resolution.

Section 2. Amendment No. 1 to the Installment Sale Agreement (the "Amendment"), proposed to be entered into by and between the County and the Authority, in the form attached hereto as Exhibit C, is hereby approved. The Chair, or in the Chair's absence the Vice Chair, is hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Amendment in substantially said form, with such changes therein as the Chair, or the Vice Chair, as the case may be, may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The Chair and the Vice Chair, and other officers of the Authority, are hereby authorized and directed, jointly and severally, to execute and deliver such documents and instruments and to do such things which may be necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

Section 4. This resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ of _____, 2014.

Chair

ATTEST:

Secretary

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

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Exhibit A

[Form of Series 2013A Bond]

Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
SONOMA COUNTY PUBLIC FINANCE AUTHORITY
WATER REVENUE BOND
(USDA)
SERIES 2013A

<u>Interest Rate</u>	<u>Final Maturity Date</u>	<u>Original Issue Date</u>
2.75%	August 22, 2053	August 22, 2013

Registered Owner: UNITED STATES OF AMERICA,
ACTING THROUGH THE RURAL UTILITIES SERVICE,
U.S. DEPARTMENT OF AGRICULTURE

Principal Sum: SEVEN HUNDRED NINETY-TWO THOUSAND DOLLARS (\$792,000)

The Sonoma County Public Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), for value received hereby promises to pay, but only out of the Revenues hereinafter referred to, to the Registered Owner (or registered assigns) hereof, subject to the right of prior redemption hereinafter reserved, the Principal Sum indicated above in the amounts and on the dates as follows:

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Maturity Date (August 22)	Principal Amount	Maturity Date (August 22)	Principal Amount
2/22/2015	11,600.00	2/22/2035	19,900.00
2/22/2016	11,900.00	2/22/2036	20,500.00
2/22/2017	12,200.00	2/22/2037	21,000.00
2/22/2018	12,600.00	2/22/2038	21,600.00
2/22/2019	12,900.00	2/22/2039	22,200.00
2/22/2020	13,300.00	2/22/2040	22,800.00
2/22/2021	13,600.00	2/22/2041	23,500.00
2/22/2022	14,000.00	2/22/2042	24,200.00
2/22/2023	14,400.00	2/22/2043	24,800.00
2/22/2024	14,800.00	2/22/2044	25,400.00
2/22/2025	15,200.00	2/22/2045	26,200.00
2/22/2026	15,600.00	2/22/2046	26,900.00
2/22/2027	16,000.00	2/22/2047	27,600.00
2/22/2028	16,500.00	2/22/2048	28,400.00
2/22/2029	16,900.00	2/22/2049	29,200.00
2/22/2030	17,400.00	2/22/2050	29,900.00
2/22/2031	17,900.00	2/22/2051	30,800.00
2/22/2032	18,400.00	2/22/2052	31,600.00
2/22/2033	18,900.00	2/22/2053	32,000.00
2/22/2034	19,400.00		

Together with interest on the unpaid balance hereof from the date hereof until the principal hereof shall have been paid, at the rate of 2.75 percent per annum and calculated by multiplying the principal balance times the interest rate and dividing this figure by two, such interest payable semiannually on February 22 and August 22 of each year, commencing on August 22, 2014 (each, an "Interest Payment Date"). Both the principal installments and interest on this Bond are payable in lawful money of the United States of America by check or draft mailed by the Treasurer of the Authority (the "Treasurer") to the registered owner at the address of the registered owner as it appears on the books of registration herein referred to as of the fifteenth calendar day of the month of such Interest Payment Date (the "Record Date"); provided that, (i) payment of interest or principal may be by wire transfer to an account in the United States of America to any registered owner of the Bonds in the aggregate principal amount of \$100,000 or more who shall furnish written wire instructions to the Treasurer before the applicable Record Date; and (ii) as long as the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (hereinafter referred to as the "Government") is the registered Owner hereof principal and interest shall be paid using the Pre-Authorized Debit (PAD) system, in accordance with instructions to be provided by the Government to the Treasurer; provided further that the final installment of principal and interest due on this Bond shall be paid only upon surrender hereof.

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This Bond constitutes the duly authorized Sonoma County Public Finance Authority Water Revenue Bonds (USDA), Series 2013 (the "Bonds"), in the aggregate principal amount of \$792,000, issued pursuant to the terms of Article 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Bond Law") and Resolution No. 13-0301, adopted by the Authority on July 30, 2013, as further amended by Resolution No. 13-0327, adopted by the Authority on August 20, 2013 and by Resolution No. _____, adopted by the Authority on _____, 2014 (the "Resolution").

This reference incorporates the Resolution and the Bond Law herein, and by acceptance hereof the registered owner of this Bond assents to said terms and conditions. The Resolution is adopted under, and this Bond is issued under and is to be construed in accordance with the laws of the State of California.

The Bonds represent special obligations of the Authority payable solely from the Revenues as provided in the Resolution, and no other fund or property of the Authority is liable for the payment of the Bonds, and none of the payment obligations with respect to the Bonds are secured by a pledge of any moneys received or to be received from taxation. The Authority has no taxing power. The obligation of the Authority to pay the Bonds does not constitute an indebtedness of the Authority, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

This Bond is given as evidence of a loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

In the manner provided in the Resolution, the Resolution and the rights and obligations of the Authority and of the registered Owners may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Resolution.

This Bond or a portion hereof may be called before maturity and redeemed on any Interest Payment Date, as the option of the Authority, at a redemption price equal to par plus accrued interest, without premium. Notice of call and redemption prior to maturity shall be given as provided in the Resolution.

The actual receipt by the registered Owner of notice of such redemption shall not be a condition precedent to redemption, and failure to receive such notice shall not affect the validity of the proceedings for the redemption of this Bond or portion hereof or the cessation of interest on the redemption date.

This Bond is issued in fully registered form, is sometimes referred to herein as "a fully registered Bond" and is negotiable only by transfer of registration. This Bond may be exchanged for a like aggregate outstanding principal amount of fully registered Bonds of other authorized denominations, all as more fully set forth in the Resolution.

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Any transfer of this Bond shall be subject to the condition precedent that the proposed transferee (the "Transferee") deliver a letter to the Treasurer which meets the requirements set forth in the Resolution. Such letter shall contain, among other things, a representation by the Transferee that such Transferee has such knowledge and experience in financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. Subject to the restrictions set forth in the Resolution, this Bond is transferable by the registered Owner hereof, in person or by the attorney of the registered owner duly authorized in writing, at the office of the Treasurer, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond of authorized denomination or denominations for the same aggregate outstanding principal amount will be issued to the transferee in exchange therefor.

The Authority and the Treasurer may treat the registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Treasurer shall not be affected by any notice to the contrary.

It is hereby recited, certified and declared that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California.

This Bond shall not be entitled to any benefit under the Bond Law or the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been manually executed and dated by the Treasurer.

IN WITNESS WHEREOF, the Sonoma County Public Finance Authority has caused this Bond to be signed on its behalf by the signature of its Chair and to be countersigned by the signature of its Secretary all as of the _____ day of _____, 2013.

SONOMA COUNTY PUBLIC FINANCE AUTHORITY

By _____
Chair

ATTEST:

Secretary

Resolution #

Date:

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CERTIFICATE OF AUTHENTICATION

This Bond constitutes the entire issue of Bonds described in the within-mentioned Resolution.

Treasurer of the Sonoma County Public Finance Authority

ASSIGNMENT

For value received, _____ hereby assigns and transfers unto _____

the within Bond, together with accrued interest thereon, hereby irrevocably constituting and appointing _____ attorney to transfer such Bond on the books of the Authority at the office of the Treasurer of the Authority, in Sonoma, California, with full power of substitution in the premises.

Dated: _____

REGISTRATION

Registry Date	Name and Address of Registered Owner	Signature of the Treasurer
	United States of America Rural Utilities Service U.S. Department of Agriculture 430 G Street, Agency 4169 Davis, California 95616-4169	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Resolution #
Date:
Page 9

Exhibit B

[Form of Series 2013B Bond]

Transfer of this Bond is subject to the restrictions set forth in the Resolution referred to herein. A transfer of Bonds is limited to certain parties that qualify under the requirements of the Resolution, which include the requirement that the transferee has such knowledge and experience in business and financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. The Bonds have not been registered with any federal or state securities agency or commission.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
SONOMA COUNTY PUBLIC FINANCE AUTHORITY
WATER REVENUE BOND
(USDA)
SERIES 2013B

<u>Interest Rate</u>	<u>Final Maturity Date</u>	<u>Original Issue Date</u>
2.75%	August 22, 2053	August 22, 2013

Registered Owner: UNITED STATES OF AMERICA,
ACTING THROUGH THE RURAL UTILITIES SERVICE,
U.S. DEPARTMENT OF AGRICULTURE

Principal Sum: ONE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$191,000)

The Sonoma County Public Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), for value received hereby promises to pay, but only out of the Revenues hereinafter referred to, to the Registered Owner (or registered assigns) hereof, subject to the right of prior redemption hereinafter reserved, the Principal Sum indicated above in the amounts and on the dates as follows:

Resolution #

Date:

Page 10

Maturity Date (August 22)	Principal Amount	Maturity Date (August 22)	Principal Amount
2/22/2015	2,800.00	2/22/2035	4,800.00
2/22/2016	2,900.00	2/22/2036	4,900.00
2/22/2017	3,000.00	2/22/2037	5,100.00
2/22/2018	3,000.00	2/22/2038	5,200.00
2/22/2019	3,100.00	2/22/2039	5,400.00
2/22/2020	3,200.00	2/22/2040	5,500.00
2/22/2021	3,300.00	2/22/2041	5,700.00
2/22/2022	3,400.00	2/22/2042	5,800.00
2/22/2023	3,500.00	2/22/2043	6,000.00
2/22/2024	3,600.00	2/22/2044	6,100.00
2/22/2025	3,700.00	2/22/2045	5,300.00
2/22/2026	3,800.00	2/22/2046	6,500.00
2/22/2027	3,900.00	2/22/2047	6,700.00
2/22/2028	4,000.00	2/22/2048	6,900.00
2/22/2029	4,100.00	2/22/2049	7,000.00
2/22/2030	4,200.00	2/22/2050	7,100.00
2/22/2031	4,400.00	2/22/2051	7,300.00
2/22/2032	4,500.00	2/22/2052	7,400.00
2/22/2033	4,600.00	2/22/2053	7,600.00
2/22/2034	4,700.00		

Together with interest on the unpaid balance hereof from the date hereof until the principal hereof shall have been paid, at the rate of 2.75 percent per annum and calculated by multiplying the principal balance times the interest rate and dividing this figure by two, such interest payable semiannually on February 22 and August 22 of each year, commencing on August 22, 2014 (each, an "Interest Payment Date"). Both the principal installments and interest on this Bond are payable in lawful money of the United States of America by check or draft mailed by the Treasurer of the Authority (the "Treasurer") to the registered owner at the address of the registered owner as it appears on the books of registration herein referred to as of the fifteenth calendar day of the month of such Interest Payment Date (the "Record Date"); provided that, (i) payment of interest or principal may be by wire transfer to an account in the United States of America to any registered owner of the Bonds in the aggregate principal amount of \$100,000 or more who shall furnish written wire instructions to the Treasurer before the applicable Record Date; and (ii) as long as the United States of America, acting through the Rural Utilities Service, U.S. Department of Agriculture (hereinafter referred to as the "Government") is the registered Owner hereof principal and interest shall be paid using the Pre-Authorized Debit (PAD) system, in accordance with instructions to be provided by the Government to the Treasurer; provided further that the final installment of principal and interest due on this Bond shall be paid only upon surrender hereof.

Resolution #

Date:

Page 11

This Bond constitutes the duly authorized Sonoma County Public Finance Authority Water Revenue Bonds (USDA), Series 2013 (the "Bonds"), in the aggregate principal amount of \$191,000, issued pursuant to the terms of Article 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Bond Law") and Resolution No. 13-0301, adopted by the Authority on July 30, 2013, as further amended by Resolution No. 13-0327, adopted by the Authority on August 20, 2013 and by Resolution No. _____, adopted by the Authority on _____, 2014 (the "Resolution").

This reference incorporates the Resolution and the Bond Law herein, and by acceptance hereof the registered owner of this Bond assents to said terms and conditions. The Resolution is adopted under, and this Bond is issued under and is to be construed in accordance with the laws of the State of California.

The Bonds represent special obligations of the Authority payable solely from the Revenues as provided in the Resolution, and no other fund or property of the Authority is liable for the payment of the Bonds, and none of the payment obligations with respect to the Bonds are secured by a pledge of any moneys received or to be received from taxation. The Authority has no taxing power. The obligation of the Authority to pay the Bonds does not constitute an indebtedness of the Authority, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

This Bond is given as evidence of a loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

In the manner provided in the Resolution, the Resolution and the rights and obligations of the Authority and of the registered Owners may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Resolution.

This Bond or a portion hereof may be called before maturity and redeemed on any Interest Payment Date, as the option of the Authority, at a redemption price equal to par plus accrued interest, without premium. Notice of call and redemption prior to maturity shall be given as provided in the Resolution.

The actual receipt by the registered Owner of notice of such redemption shall not be a condition precedent to redemption, and failure to receive such notice shall not affect the validity of the proceedings for the redemption of this Bond or portion hereof or the cessation of interest on the redemption date.

This Bond is issued in fully registered form, is sometimes referred to herein as "a fully registered Bond" and is negotiable only by transfer of registration. This Bond may be exchanged for a like aggregate outstanding principal amount of fully registered Bonds of other authorized denominations, all as more fully set forth in the Resolution.

Resolution #

Date:

Page 12

Any transfer of this Bond shall be subject to the condition precedent that the proposed transferee (the "Transferee") deliver a letter to the Treasurer which meets the requirements set forth in the Resolution. Such letter shall contain, among other things, a representation by the Transferee that such Transferee has such knowledge and experience in financial matters, including the purchase and ownership of municipal obligations of a nature similar to the Bonds, to be able to evaluate the risks and merits of the investment in the Bonds. Subject to the restrictions set forth in the Resolution, this Bond is transferable by the registered Owner hereof, in person or by the attorney of the registered owner duly authorized in writing, at the office of the Treasurer, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond of authorized denomination or denominations for the same aggregate outstanding principal amount will be issued to the transferee in exchange therefor.

The Authority and the Treasurer may treat the registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Treasurer shall not be affected by any notice to the contrary.

It is hereby recited, certified and declared that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California.

This Bond shall not be entitled to any benefit under the Bond Law or the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been manually executed and dated by the Treasurer.

IN WITNESS WHEREOF, the Sonoma County Public Finance Authority has caused this Bond to be signed on its behalf by the signature of its Chair and to be countersigned by the signature of its Secretary all as of the _____ day of _____, 2013.

SONOMA COUNTY PUBLIC FINANCE AUTHORITY

By _____
Chair

ATTEST:

Secretary

Resolution #

Date:

Page 13

CERTIFICATE OF AUTHENTICATION

This Bond constitutes the entire issue of Bonds described in the within-mentioned Resolution.

Treasurer of the Sonoma County Public Finance Authority

ASSIGNMENT

For value received, _____ hereby assigns and transfers unto _____

the within Bond, together with accrued interest thereon, hereby irrevocably constituting and appointing _____ attorney to transfer such Bond on the books of the Authority at the office of the Treasurer of the Authority, in Sonoma, California, with full power of substitution in the premises.

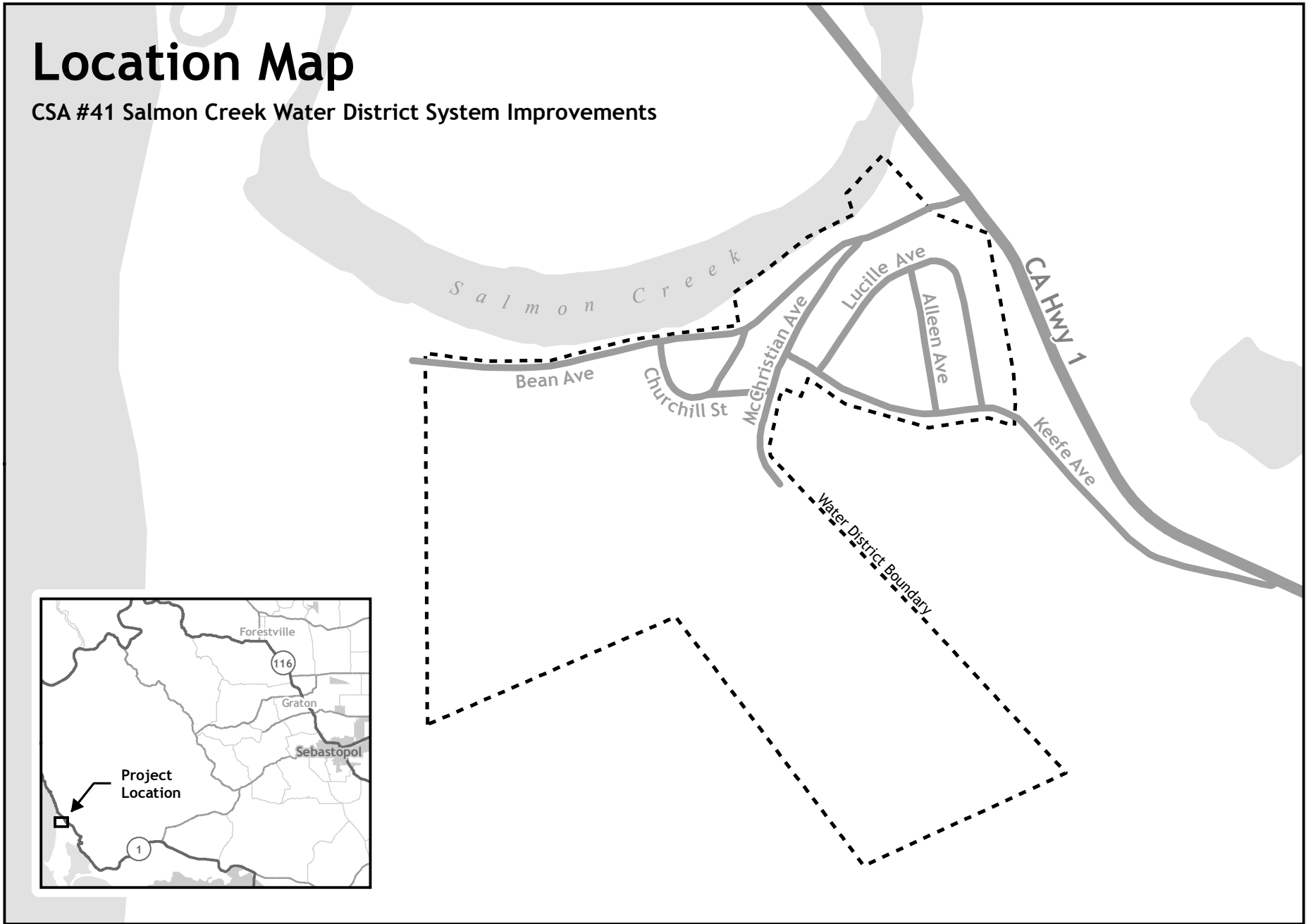
Dated: _____

REGISTRATION

Registry Date	Name and Address of Registered Owner	Signature of the Treasurer
	United States of America Rural Utilities Service U.S. Department of Agriculture 430 G Street, Agency 4169 Davis, California 95616-4169	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location Map

CSA #41 Salmon Creek Water District System Improvements





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: Sonoma County Board of Supervisors

Board Agenda Date: January 28, 2014

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):

First, Third and Fifth

Title: Resolution of Support for Santa Rosa Master Creek Plan.

Recommended Actions:

Adopt a Joint Resolution of the Board of Supervisors and Directors of the Sonoma County Water Agency, Supporting the City of Santa Rosa's Citywide Creek Master Plan.

Executive Summary:

The City of Santa Rosa recently updated the 2007 Citywide Creek Master Plan to clarify and re-affirm creek-related goals and policies, document changes along waterways based on completed projects and environmental conditions, incorporate and plan for waterways that were not previously included, and to show connections from existing and planned trails within the City limits to existing and planned County trails surrounding the City.

The Plan includes creek-related policies and recommendations for site-specific improvements to the nearly one hundred miles of creeks that flow through the City of Santa Rosa. The Plan includes the portions of the Laguna de Santa Rosa watershed that are within the 45.5 square mile Urban Growth Boundary surrounding the City, and a portion of the Sonoma Creek Watershed near Oakmont.

The updated Plan includes revised maps that show existing and proposed recreation, access, and transportation amenities near creeks such as bicycle and pedestrian paths, pedestrian bridges, future parks, potential public plazas and gathering places, and trail entry points and updated text that describes the creeks and existing and proposed features. The plan also identifies proposed restoration areas, including projects that are already in progress such as the Colgan Creek restoration project, and identifies other areas that could be the subject of future creek restoration projects.

The project was reviewed by staff from Regional Parks, PRMD, and the Water Agency for consistency with existing plans, policies and programs. The plan will be implemented by the City of Santa Rosa through a combination of grants and special appropriations programs, City funds, mitigation for off-site projects, and private development. Support for the plan by the County and Water Agency as a shared

vision will help creek projects be more competitive for grant funding, particularly in areas where City trails and restoration activities connect with the County’s trail system.

Prior Board Actions:

None

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Santa Rosa Citywide Creek Master Plan provides guidelines, policies, and criteria for the protection, care, management, restoration, and enhancement of the waterways within the City of Santa Rosa.

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 0	County General Fund	\$ 0
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):

The Plan was fully funded by the City of Santa Rosa and required no cost to the County or Water Agency. Staff time was required to review and comment on the Plan and to bring this item forward.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Not applicable

Attachments:

Board of Supervisors/Water Agency Board of Directors Resolution

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

The 2013 Santa Rosa Citywide Creek Master Plan



County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: 14-_____

4/5 Vote Required

Concurrent Resolution of the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency, of the State of California, Supporting the City of Santa Rosa and their Adoption of the Santa Rosa Citywide Creek Master Plan

Whereas, the intent of the Santa Rosa Citywide Creek Master Plan is to provide guidelines, policies, and criteria for the protection, care, management, restoration, and enhancement of waterways within the City of Santa Rosa; and

Whereas, the Santa Rosa City Council adopted an update to the Citywide Creek Master Plan ("Plan") on August 27, 2013 by Resolution #28338; and

Whereas, the Sonoma County Water Agency owns and maintains approximately 1/3 of the creeks within the City of Santa Rosa; and

Whereas, the Plan is consistent with the Sonoma County General Plan and the 2010 Bicycle and Pedestrian Plan; and

Whereas, that the Board of Supervisors and the Board of Directors of the Sonoma County Water Agency 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 and the Board of Directors support the City of Santa Rosa and its efforts to protect, enhance, and manage the waterways within the City limits through adoption of the Santa Rosa Citywide Creek Master Plan.

PASSED AND ADOPTED by the Board of Supervisors, of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency on this 28th day of January, 2014 on the following vote:

Resolution #
Date: January 28, 2014
Page 2

Supervisors:

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

So Ordered.

Citywide Creek Master Plan Focused Update



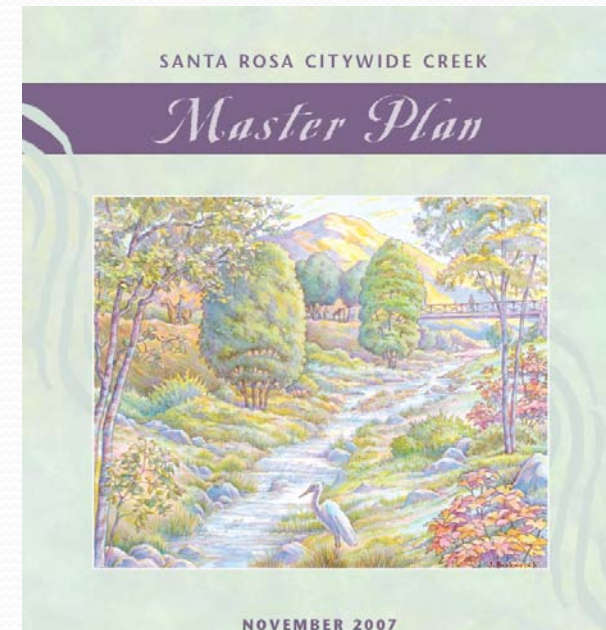
Board of Supervisors/
Board of Directors
January 28, 2014



Citywide Creek Master Plan

Introduction

- Citywide Creek Master Plan initially adopted in 2007.
- Updated in 2012-2013; adopted by City of Santa Rosa in August 2013.
- Guidelines, policies, and criteria to protect, restore, enhance, and manage almost 100 miles of waterways in Santa Rosa.
- Watershed planning areas.
- Includes city-wide proposals and site-specific projects.



Scope of Focused Update

- Clarify and reaffirm goals and policies.
- Incorporate and plan for waterways not previously included.
- Update creek maps and text.
- Prioritize Citywide Creek Master Plan projects.
- Coordinate with Sonoma County Water Agency and County of Sonoma.
- Revise the final plan to be more user-friendly.

Citywide Creek Master Plan

Watershed Planning Areas

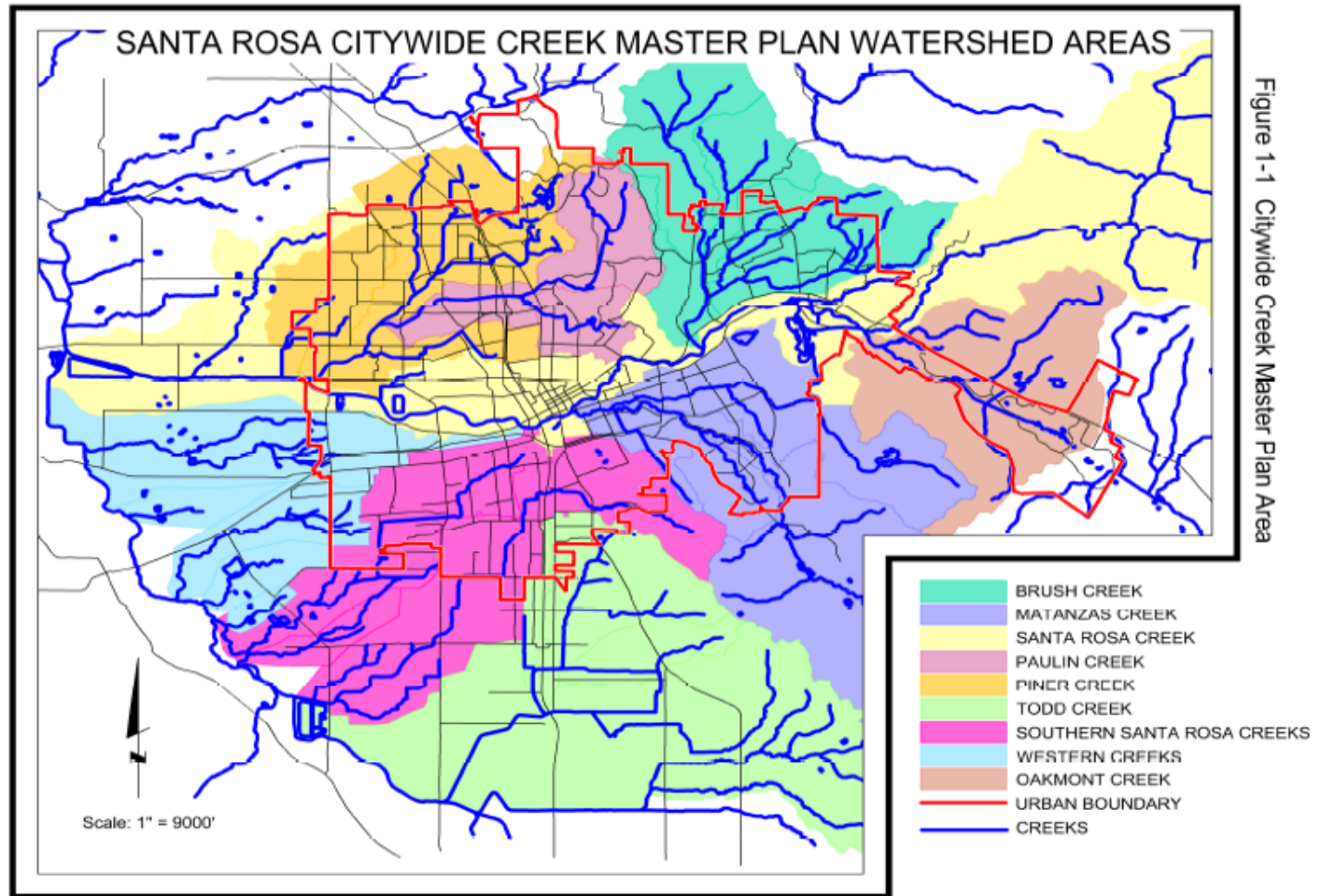


Figure 1-1 Citywide Creek Master Plan Area

Citywide Creek Master Plan

Goals, Objectives, and Policies

Complete vision for an integrated and healthy creek system with many community benefits.

- Habitat
- Storm Water
- Open Space
- Recreation
- Education
- Water Quality
- Health and Safety
- Cultural Resources
- Economic

Citywide Creek Master Plan

Plan Concepts

Physical modifications including habitat restoration and creek trail improvements

- Stream maintenance and creek restoration activities.
- Creek preservation, enhancement, and restoration projects.
- Flood control.
- Trail design standards.

Citywide Creek Master Plan

Watershed-Specific Recommendations

- Watershed planning area descriptions.
- Watershed planning area maps (16).
- Details of each creek reach and recommended Recreation, Access, and Transportation Concepts.

Citywide Creek Master Plan

Watershed-Specific Recommendations

- Depicts creeks within City limits and beyond the City's Urban Growth Boundary.
- Existing and proposed trails, bike lanes, parks, and open spaces in City and unincorporated County when located near creeks.

Citywide Creek Master Plan

Implementation Strategy

- Prioritization by project type
- Criteria by project type:
 - Creek Habitat Restoration/Enhancement
 - Parks and Open Space
 - Trails and Connections
 - Water Quality
 - Flood Protection

Citywide Creek Master Plan

Agency Coordination

- Sonoma County Regional Parks and Permit and Resource Management Department
- Sonoma County Water Agency
- Others

Citywide Creek Master Plan

Public Participation

- Community Meetings
December 12, 2012 and June 12, 2013
- Public Outreach

Citywide Creek Master Plan

Plan Adoption

August 27, 2013

Santa Rosa City Council adopted plan

Citywide Creek Master Plan

Recommendation

- Adopt a resolution of support for the Santa Rosa Citywide Creek Master Plan



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

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

Staff Name and Phone Number:

Greg Guensch 547-1972

Supervisorial District(s):

Fourth

Title: Dry Creek Habitat Enhancement

Recommended Actions:

Authorize Chair to:

- a. Execute agreements for engineering and design services for the Dry Creek Habitat Enhancement Project with Inter-Fluve for Phase II (\$929,395 through December 31, 2017) and with Environmental Science Associates for Phase III (\$979,422 through December 31, 2017).
- b. Authorize the Water Agency's General Manager to amend the Agreements to include additional as-needed services, provided that such amendments do not cumulatively increase the total cost to the Water Agency by more than 10% of each agreement's cost.

Executive Summary:

This item requests approval for the Chair to execute an agreement with Inter-Fluve for Phase II (\$929,395 through December 31, 2017), and an agreement with Environmental Science Associates for Phase III (\$979,422 through December 31, 2017) for engineering and design services for the Dry Creek Habitat Enhancement Project. Phases II and III comprise miles two and three of the Dry Creek Habitat Enhancement Project, respectively.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) and the United States Army Corps of Engineers (Corps) have undertaken a Section 7 consultation under the federal Endangered Species Act with the National Marine Fisheries Service. The purpose of the consultation was to assess the ongoing water supply, flood control, and channel maintenance operations conducted in the Russian River Watershed by the Water Agency, the Corps, and the Mendocino County Russian River Flood Control District. In September 2008, the National Marine Fisheries Service issued the resulting Biological Opinion based on the results of the Section 7 Consultation.

The Biological Opinion requires the Water Agency and the Corps to implement a series of actions to minimize impacts to listed salmon species and enhance their habitats within the Russian River and its

tributaries. In return, the Biological Opinion contains an “incidental take statement” that allows the Water Agency to “take” listed salmonid species (within limits specified in the Biological Opinion) while operating its water transmission system and flood control activities, without violating the federal Endangered Species Act. The Biological Opinion is in effect until October 2023.

The Biological Opinion specifically identified the need to improve rearing habitat for coho and steelhead in Dry Creek and the Russian River at the water-supply flows proposed. To address this need, while allowing continued discharges from Lake Sonoma for water supply purposes, the Biological Opinion has required habitat enhancement of six miles of Dry Creek to provide improved summer and winter rearing conditions for coho and steelhead. The proposed Dry Creek Habitat Enhancement Project (Project) is being developed to meet these habitat enhancement requirements and is an important component of the larger effort to improve conditions for salmonid species in the Dry Creek and Russian River watersheds.

The design of Phases II and III of the Project consist of the analysis, design, and support during construction of habitat enhancement features in Dry Creek. The Phase II sites will be located between Warm Springs Dam (Lake Sonoma) and Lambert Bridge. The Phase III sites will be located between Lambert Bridge and the confluence with the Russian River. Some specific elements of Phases II and III include field investigations and surveying; design of habitat enhancement features such as side channels, backwaters, engineered log jams, large woody debris structures, constructed riffles, and bank stabilization measures; hydraulic modeling and analyses to support the design of Project components; and assistance during bidding and construction.

SELECTION PROCESS

On March 7, 2013, the Water Agency issued a Request for Qualifications to the following 18 firms:

1. Bioengineers, Laytonville, CA
2. C.H.2.M. Hill, Redding, CA
3. Ducks Unlimited, Inc., Vallejo, CA
4. E-Corp, Rocklin, CA
5. Entrix Inc., Walnut Creek, CA
6. Environmental Science Associates, San Francisco, CA
7. G.H.D., Santa Rosa, CA
8. H.D.R., Santa Rosa, CA
9. Horizon Water & Environment, Oakland, CA
10. Inter-Fluve, Hood River, OR
11. Jones and Stokes Associates, San Francisco, CA
12. McBain and Trush, Inc., Arcata, CA
13. Michael Love & Associates, Inc., Eureka, CA
14. Northwest Hydraulic Consultants, Ashland, OR
15. O'Connor Environmental, Healdsburg, CA
16. Prunuske & Chatham Inc., Sebastopol, CA
17. River Design Group, Corvallis, OR
18. Waterways Consulting, Inc., Santa Cruz, CA

The four firms listed below submitted Statements of Qualifications:

1. Entrix Inc., Walnut Creek, CA
2. Environmental Science Associates, San Francisco, CA
3. Inter-Fluve, Hood River, OR
4. Northwest Hydraulic Consultants, Ashland, OR

Statements of Qualifications were evaluated and ranked by a Water Agency staff review team consisting of employees with expertise in the area of fisheries, engineering, environmental compliance, and management. The following criteria were used to evaluate each firm:

1. Demonstrated ability to design and assist with construction of large-woody-debris structures.
2. Experience with design, and assistance with the construction, of large backwaters and side channels, and restoration/habitat enhancement projects for creek or river reaches of a mile or more in length.
3. One or more design projects exceeding a \$100,000 contract value within the last 5 years.
4. Design and assistance with construction of one or more river restoration/habitat projects having a construction cost greater than \$1,000,000 within last 5 years.
5. Ability to perform 1- and/or 2-dimensional hydraulic and habitat modeling of existing conditions and proposed designs.
6. Demonstrated ability to work with permitting agencies, public agencies, private landowners, and local stakeholders with varied and competing constraints and objectives to successfully design and implement projects.
7. Experience with geomorphology, fisheries science, and water management issues in northern California river systems.

Inter-Fluve, Cardno Entrix, and Environmental Science Associates, were identified as extremely qualified and closely ranked. All three were invited to attend in-person interviews attended by the original Water Agency review team, other Water Agency staff actively involved with the Project, and Project partners from outside the Water Agency.

The Environmental Science Associates team was selected because they ranked highly with all reviewers and demonstrated comprehensively that they met criteria 1 through 7 above. In particular, staff concluded that Environmental Science Associates and their team as a whole understands the science and engineering, fisheries biology, technical and logistical challenges, and the methodologies required by the Project. Environmental Science Associates and their subconsultant Prunuske Chatham also conveyed experience and understanding of the public outreach involved with this type of project in a setting such as Dry Creek Valley. Their local firm status also contributed to their potential ability to assist with public outreach. Finally, this team offered a technical approach, design style, and scientific perspective that complements the current methods being employed, expanding the range of design options and increasing the Water Agency's ability to address property owner needs and concerns, and satisfy habitat creation requirements in the most cost effective manner.

The Inter-Fluve team was selected because they also ranked highly with all reviewers, are established leaders in the field of geomorphology and coho habitat design, and demonstrated comprehensively that they met criteria 1 through 7 above. They also added subconsultants to their team that expanded their

capabilities. Cbec Eco Engineering provides hydraulic and habitat modeling capabilities and Horizon offers experience with Corps structures on Dry Creek and permitting expertise. Inter-Fluve has performed exemplary work on the previous phases of the Project, and has established positive relationships with Water Agency staff. Given their long history with the Project, the Inter-Fluve team has an in-depth understanding of the background science, design concepts, timeline, issues and challenges of the Project. They also have existing relationships with a number of property owners where potential Project sites are located, particularly in the portion of Dry Creek upstream of Lambert Bridge. The participation of Inter-Fluve provides continuity that is important for property owner outreach efforts, ongoing relationships with permitting agencies, and overall design development.

SERVICES TO BE PERFORMED

Under the proposed Agreement, Consultants will provide engineering and design services to create plans for habitat enhancement projects on Dry Creek by conducting detailed hydraulic, geomorphic, and engineering analysis; preparing conceptual and final design plans; participating in the Water Agency's public outreach and permitting processes; and assisting the Water Agency during bidding and construction.

The cost of services for both agreements will not exceed \$1,908,817; the term end dates are December 31, 2017. The design work for Phases II and III will take place concurrently. Construction of both miles two and three will occur during the 2016 and 2017 construction seasons. The Right of Way process will most likely determine which sites are constructed each year.

AUTHORITY TO AMEND AGREEMENTS

This item also requests authority for the General Manager to amend these agreements to include additional as-needed services in the scope of work, provided the cost of such additional services in each agreement does not exceed 10% of that agreement's total cost (i.e., maximum amendment authority is \$190,000).

The Biological Opinion requires Miles 2 and 3 of this Project to be completed by the end of 2017. Given the uncertainties and complexities that are likely to be encountered during project development, design, and property owner negotiations, meeting this deadline presents challenges. Some of the complexities and uncertainties include geotechnical conditions, the extent of voluntary participation of property owners, timing and progress of right-of-way negotiations, weather and/or flow induced changes in conditions, challenges associated with site surveys, and bird nesting. The requested authority for the General Manager to amend the agreements will provide the necessary flexibility to respond to these issues in a timely manner and minimize the risk that the project will not meet the Biological Opinion deadline.

For Engineering Design Services for Phase I of the Dry Creek Habitat Enhancement Project, amendment authority of up to \$50,000 (equivalent to 12% of contract) was authorized under the Water Agency Board of Directors Resolution 04-0557, dated June 8, 2004. This resolution authorized the Water Agency's General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.

The First Amendment to the Phase I Agreement was executed in April 2012, which exercised this authority by adding tasks for the Consultant’s assistance with bidding and construction, in the amount of \$46,460. In November 2013 a Second Amendment for an amount of \$147,235 was executed because, due to Right-of-Way negotiations, the Phase I Project had been split into two sub-phases in order to make it possible to construct a portion of it in 2012.

Prior Board Actions:

05/04/2010: Approved agreement between Water Agency and Inter-Fluve, Inc. for Agreement for Engineering Design for the Dry Creek Habitat Enhancement Demonstration Project. Cost \$429,198; in effect until completion of Scope of Work. This agreement was amended three times to add money for additional tasks, and then time to accommodate the construction schedule. Total project cost \$622,893, through December 31, 2014.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This project will accomplish habitat enhancement of six miles of Dry Creek to provide near ideal summer rearing conditions for coho and steelhead while maintaining operational steady state discharge for water supply purposes.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 1,908,817	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,908,817
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
Total Expenditure	\$ 1,908,817	Total Sources	\$ 1,908,817

Narrative Explanation of Fiscal Impacts (If Required):

The full cost of the Agreements and delegated amendment authority are budgeted in the Warm Springs Dam Fund for the current fiscal year.

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:			
Agreements (8 Copies)			

pa\\fileserver\Data\CL\Agenda\agrees\01-28-2014 WA Dry Creek
Design_summ.docm

CF/45-6.1-21 Inter-Fluve, Inc. (Agree for Engineering and Design Services for
Dry Creek Habitat Enhancement Project) TW 12/13-136 (ID 4660) and
CF/45-6.1-21 ESA PWA (Agree for Engineering and Design Services for Dry
Creek Habitat Enhancement Project Phase III) TW 13/14-005 (ID 4790)

Dry Creek Habitat Enhancement

David Manning, Environmental Resources Coordinator

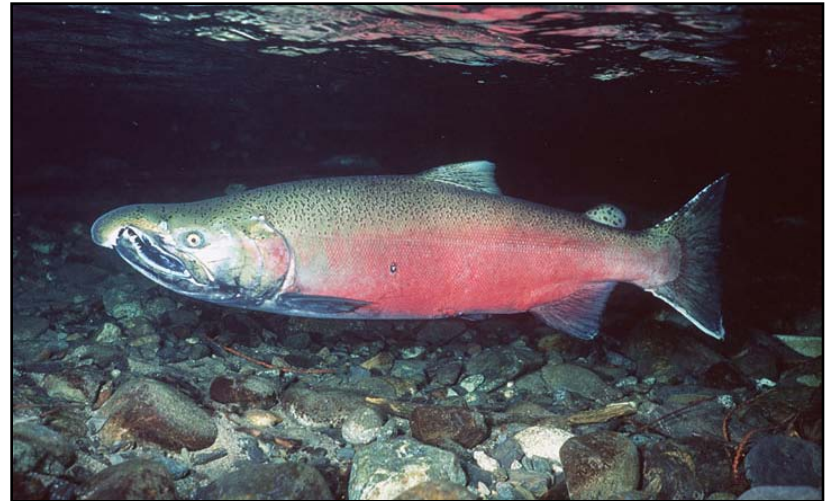
Kent Gylfe, Principal Engineer

Greg Guensch, Engineer/Geomorphologist



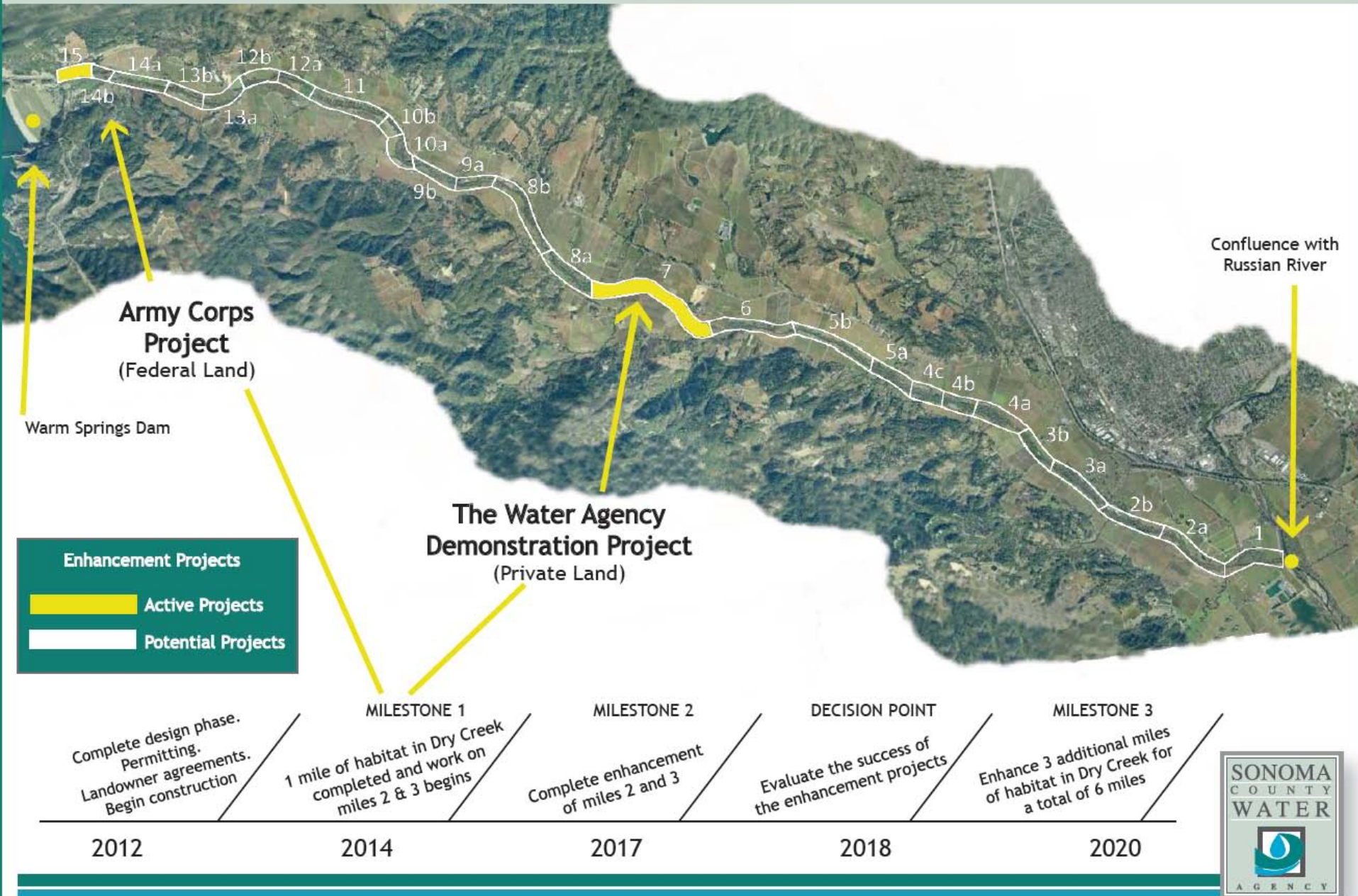
Biological Opinion Findings

- Status quo water operations:
- Jeopardize Coho Salmon and Steelhead
- *Do not* jeopardize Chinook Salmon
- 23 Actions for SCWA and US Army Corps to modify operations
- Identified need to improve **rearing habitat** in Dry Creek
- Enhance 6 of 14 miles
- 15 Year Timeline (2008 to 2023)



DRY CREEK HABITAT ENHANCEMENT REACHES

PREPARED BY SONOMA COUNTY WATER AGENCY | FEBRUARY 2012

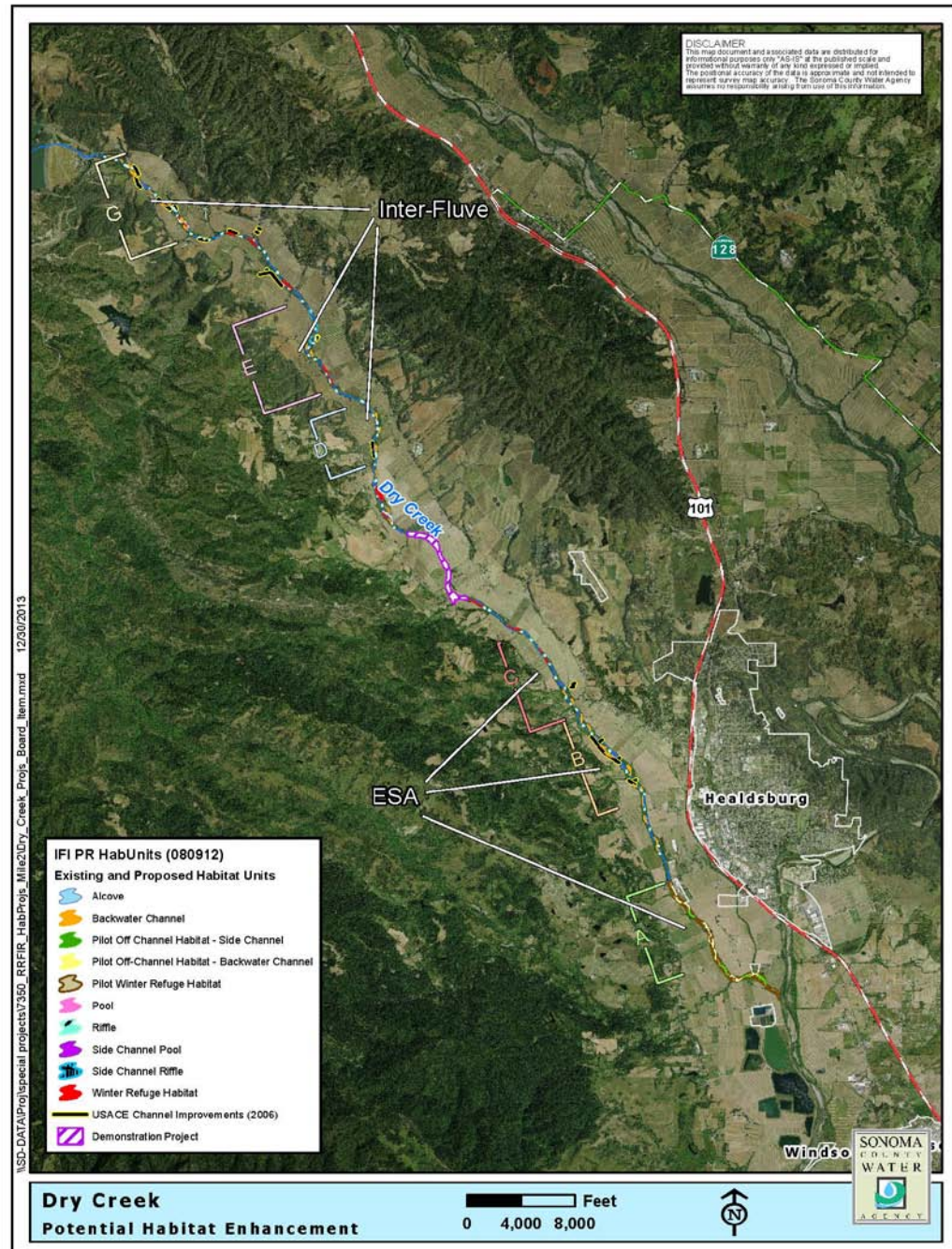


Mile 1 Photographs



Mile 2 and 3 Reaches

- 6 Focus Areas with High Potential Habitat Quality and Quantity
- Positive Responses for Access (50%-85% of Owners)
- 85 Total Parcels
- Initial Length = ~4.5 - 5 mi
- ~35 – 40 Potential Sites
- Final Design Target = 2.5 mi



Consultant Solicitation/Selection

- Request For Qualifications
- Sent to 18 Firms
- 4 Firms Responded
- 3 Interviewed:
 - Entrix
 - Inter-Fluve
 - ESA
- 2 Selected
 - Inter-Fluve Team
 - (CBEC, Horizon, SAGE)
 - ESA Team
 - (Prunuske Chatham, CFS, A3Geo)



Agreements

General Scope of Work

1. Preliminary Field Investigation
2. Update Conceptual Designs (10% Design)
3. Design Review with Water Agency, Agencies, Property Owners
4. Detailed Field Investigation (surveying, geomorphic, geotechnical, hydraulic, ecological/riparian)
5. Detailed Analyses and Modeling
6. Detailed Design & Review (30, 60, 90, 99, 100%)
7. Bidding & Construction



Recommended Actions

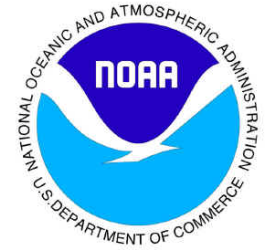
- Execute agreements for engineering and design services for the Dry Creek Habitat Enhancement Project with Inter-Fluve for Phase II (\$929,395) and with Environmental Science Associates for Phase III (\$979,422) through December 31, 2017).
- Authorize the Water Agency's General Manager to amend the Agreements to include additional as-needed services, provided that such amendments do not cumulatively increase the total cost to the Water Agency by more than 10% of each agreement's cost.





RRIFR

*Russian River Instream
Flow and Restoration*





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Economic Development Board

Staff Name and Phone Number:

Al Lerma 565-7170

Supervisorial District(s):

District 2

Title: United Cerebral Palsy of the North Bay, Inc. - Issuance of ABAG Revenue Obligations

Recommended Actions:

1. Conduct public hearing on approval of issuance of revenue obligations by the ABAG Finance Authority for Nonprofit Corporations.
2. Resolution approving the issuance of revenue obligations by the ABAG Finance Authority for Nonprofit Corporations in an amount not to exceed \$5,200,000 for the benefit of United Cerebral Palsy of the North Bay, Inc., a California nonprofit public benefit corporation.

Executive Summary:

Federal and State laws provide the ability for cities and counties to join together under cooperative agreements to form joint powers authorities to issue tax-exempt and taxable bonds to fund projects that provide a public benefit and serve the needs of residents within the jurisdictions of the participating members. Generally speaking, cities and counties in California have the ability to act as issuers of conduit revenue bonds, but many jurisdictions utilize joint powers authorities primarily for economies of scale, to access specialized transaction knowledge and resources, and to avoid using valuable local staff time on these types of transactions. The ABAG Finance Authority for Nonprofit Corporations (the "Authority") has been established by the Association of Bay Area Governments to help fund projects for nonprofit organizations located within current and future member jurisdictions.

The County of Sonoma (the "County") is a member of the Authority. The purpose of the public hearing is to satisfy the Federal Internal Revenue Service requirement of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), that as a condition to issuing the financing, the approval of the elected governmental offices of the jurisdiction where the facility is located be obtained following a public hearing. The hearing allows the public an opportunity to review and make comments regarding the proposed tax exempt financing for the project.

The County has previously conducted public hearings and approved the issuance of bonds and revenue obligations for other nonprofit organizations. The County will have no liability for payment of interest or principal, or for any debts or obligations of the Authority. Previously the Auditor Controller Treasurer Tax Collector submitted these financing requests to the Board. As these requests are seen to have a broader

economic impact to our local economy by supporting jobs as well as supporting efforts to provide access to capital for local facilities, the responsibility for presenting these requests to the BOS will move over to Economic Development Board as agreed upon by both departments.

United Cerebral Palsy of the North Bay, Inc., a California nonprofit public corporation, and/or a related entity (“UCPNB”), has requested the Authority’s assistance in refinancing certain obligations used to acquire, renovate and equip facilities located at (a) 3835 Cypress Avenue, Petaluma, California 94954, consisting of four condominium units with approximately 7,982 square feet and (b) 3880 Cypress Avenue, Petaluma, California 94954, consisting of an office building with approximately 35,792 square feet (collectively, the “Facilities”). The Facilities are used by UCPNB to provide services to enhance the quality of life of people with cerebral palsy and other disabilities, their families, and their communities. UCPNB believes that individuals with even the most challenging disabilities have the right to quality education and transition services, integrated employment opportunities with competitive wages and career opportunities and accessible recreation programs.

The financing for UCPNB involves the issuance of tax-exempt obligations bonds by the Authority, and may be completed through the Authority only if the County approves the financing.

Requested Board Action:

1. Conduct public hearing on approval of issuance of revenue obligations by the ABAG Finance Authority for Nonprofit Corporations.
2. Resolution approving the issuance of revenue obligations by the ABAG Finance Authority for Nonprofit Corporations in an amount not to exceed \$5,200,000 for the benefit of United Cerebral Palsy of the North Bay, Inc., a California nonprofit public benefit corporation.

Prior Board Actions:

The Board of Supervisors held similar TEFRA hearings for other financings with the most recent being on February 22, 2013. The Board has conducted many other TEFRA hearings in the past.

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):

No Fiscal Impact. Conduit revenue obligations are a special, limited obligation of the Authority payable solely through the payment of principal and interest from the borrower. Revenue obligations issued by the Authority will not be a direct obligation of the Authority, the County or any member of the Authority. Neither the faith or credit, nor the taxing power of the County, any member of the Authority, the State or any political subdivision is pledged to the repayment of the bonds.

Staffing Impacts

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

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

Resolution of the Board of Supervisors

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

- 1) Affidavit of Publication of TEFRA Hearing Notice
- 2) ABAG Project Application
- 3) Loan Agreement



County of Sonoma

State of California

Date: January 28, 2014

Resolution Number: _____

4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA
AUTHORIZING AND APPROVING THE ISSUANCE OF BONDS, OR EXECUTION OF
A LOAN TRANSACTION, BY THE ABAG FINANCE AUTHORITY FOR NONPROFIT
CORPORATIONS FOR THE BENEFIT OF UNITED CEREBRAL PALSY OF THE NORTH
BAY, INC. IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,200,000
FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN PROPERTY,
PROVIDING THE TERMS AND CONDITIONS FOR SUCH BONDS OR LOAN AND
OTHER MATTERS RELATING THERETO**

WHEREAS, United Cerebral Palsy of the North Bay, Inc. (the "Borrower"), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "State") has requested that ABAG Finance Authority for Nonprofit Corporations (the "Authority") sell and issue one or more series of its tax-exempt or taxable revenue bonds or enter into a loan transaction (such issuance of bonds or loan transaction of the Authority referred to as the "Loan") in the aggregate principal amount not to exceed \$5,200,000, and lend the proceeds thereof to the Borrower under a loan agreement (the "Loan Agreement") pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State (commencing with Section 6500) (the "Act") to (a) refinance certain outstanding indebtedness of the Borrower the proceeds of which were used to finance the acquisition of and improvements to certain educational, employment and social service facilities, including (i) four condominium units totaling approximately 7,982 square feet in an existing commercial building located on approximately 0.15 acres at 3835 Cypress Drive and (ii) one office building totaling approximately 35,792 square feet located at 3880 Cypress Drive, each in Petaluma, California 94954, and to reimburse the Borrower for certain capital expenditures previously incurred in connection with such educational, employment and social service facilities (collectively, the "Projects"); and (b) pay certain costs of issuance of the Loan; and

WHEREAS, the Loan must be approved by the governmental unit on behalf of which the Loan is issued and a governmental unit having jurisdiction over the territorial limits in which the Projects are located pursuant to the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

Resolution #

Date:

Page 2

WHEREAS, the Projects are wholly located within the territorial limits of the County of Sonoma (the "County") and the Board of Supervisors of the County (the "Board") is the elected legislative body of the County; and

WHEREAS, the County is a member of the Authority; and

WHEREAS, the Authority and the Borrower have requested that the Board approve the Authority's Loan and the financing and refinancing of the Projects with the proceeds of the Loan in order to satisfy the public approval requirement of Section 147(f) of the Code; and

WHEREAS, a public hearing was held by the Board on this 28th day of January, 2014, at the meeting which commenced at the hour of 8:30 a.m., in the Supervisor's Chambers, Sonoma County Administration Building, 575 Administration Drive, Room 102 A, Santa Rosa, CA 95403, following duly published notice thereof in a newspaper of general circulation in the County of Sonoma, on January 14, 2014, and all persons desiring to be heard have been heard; and

WHEREAS, it is intended that this Resolution shall comply with the public approval requirements of Section 147(f) of the Code; and

WHEREAS, the Board understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the Loan, and the Board expressly conditions its approval of this Resolution on that understanding;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Sonoma as follows:

Section 1. The Board hereby approves the Authority's Loan in an aggregate principal amount not to exceed \$5,200,000 for the Projects, including the financing and refinancing of the Projects, and the lending of the proceeds of the Loan to the Borrower pursuant to the Loan Agreement. It is the purpose and intent of the Board that this Resolution constitute approval of the Authority's Loan for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Projects are or are to be located, in accordance with said Section 147(f) and (b) the Act.

Section 2. All actions heretofore taken by the officers, employees and agents of the County with respect to the approval of the Loan are hereby approved, confirmed and ratified, and the officers and employees of the County and their authorized deputies and agents are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates and documents which they or bond counsel may deem necessary or advisable in order to consummate the making of the Loan and otherwise to effectuate the purposes of this Resolution.

Resolution #

Date:

Page 3

Section 3. Neither the faith and credit nor the taxing power of the County, the State, or any other political corporation, subdivision, or agency of the County or State, is pledged to the payment of the principal of, premium, if any, or interest on, the Loan, nor shall the County, the State or any other political corporation, subdivision or agency of the County or State be liable or obligated to pay the principal of, premium, if any, or interest on, the Loan.

Section 4. This Resolution shall take effect from and after its adoption.

RESOLVED FURTHER, the Clerk of the Board shall certify the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Sonoma held on this 28th day of January, 2014, by 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: 30
(This Section for use by Clerk of the Board Only.)

To: County Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Cpt. Rob Giordano, 565-2781

Supervisorial District(s):

All

Title: Camping Ordinance

Recommended Actions:

1. Adopt a resolution to introduce and waive the reading of an ordinance revising and amending Sections 18-1, 19-7, and 19-15 of the Sonoma County Code, with respect to prohibitions on unauthorized camping and loitering.
2. Consider the proposed ordinance revisions.

Executive Summary:

The Sheriff's Office and County Counsel have engaged in a review of existing Sonoma County ordinances prohibiting unauthorized camping on public and private property, as well as ordinances designed to prevent pedestrians from blocking sidewalks, access to buildings open to the public, and loitering. A review of these ordinances and their enforcement revealed that they were not being utilized or were ineffective based on one or more factors, including the fact that some portions of the ordinances were not necessary to protect public health or safety, or to ensure County property was being utilized for the purpose for which it was intended.

Pursuant to this ordinance review, the Sheriff's Office determined that three ordinances should be revised to delimit their scope and to better identify the type of activities regulated – including Sonoma County Code Sections 18-1, 19-7, and 19-15. The proposed revisions to these three ordinances are thus intended to clearly define and limit the scope of unlawful camping activities as well as law enforcement's authority to arrest for activities such as blocking the sidewalks or preventing access to public buildings and other places of business. The specific revisions that are proposed to be made to each of the three ordinances are set out below.

A. Revisions to the Regulations Regarding Traffic on County-Owned and Controlled Property (Code Section 18-1)

The Sonoma County Code, Chapter 18 (Motor Vehicles and Traffic), Article I (In General), Section 18-1 (Regulation of traffic on county-owned and controlled property) contains regulations regarding parking and camping on County property. This Board Item proposes that Section 18-1 be revised in the following manner:

1. Repeal subsection (a)(5) (definition of "Camper") of Section 18-1 in its entirety.

2. Amend subsection (a)(6) (definition of “Camping”) of Section 18-1 to provide as follows:

(6) “Camping” means residing in the outdoors for living accommodation purposes, including sleeping or making preparations to sleep (such as laying down bedding for the purpose of sleeping), storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, luggage, backpacks, kitchen utensils, cookware, and similar items), cooking or consuming meals, pitching a tent or other temporary shelter; includes the verb, to “camp”.

3. Revise subsection (d) of Section 18-1 to remove reference to the term “human habitation,” and to provide as follows:

(d) No person shall occupy or permit the use of occupancy of any vehicle or camper for camping purposes upon the sidewalks, driveways, paths, parking facilities, or grounds of county property without a permit or in designated areas.

The remainder of Section 18-1 shall remain in full force and effect.

B. Revisions to Ordinance Regulating the Obstruction of Pedestrian Thoroughfares and Access to Buildings Open to the Public (Code Section 19-7)

The Sonoma County Code, Chapter 19 (Offenses – Miscellaneous), Article I (General provisions), Section 19-7 (Obstructing, etc., passage along, or use of sidewalks, tunnels, entrances to buildings, etc.) contains regulations relating to pedestrian obstruction of sidewalks and buildings, as well as anti-loitering provisions. The Sheriff’s Office proposes to remove the anti-loitering provisions of the ordinance to focus it on prohibiting conduct that blocks the flow of pedestrian traffic or access to buildings open to the public. This Board item thus proposes to change the title of Section 19-7 to “Obstructing free passage along pedestrian thoroughfares, exits and entrances to buildings open to the public,” and to make the following revisions:

1. Amend subsection (a) of Section 19-7 to provide as follows:

(a) No person shall stand, sit, or lay upon any sidewalk or pedestrian thoroughfare so as to obstruct the free pedestrian traffic thereon after being requested by a peace officer to move on.

2. Repeal subsections (b) and (c) of Section 19-7 in their entirety.

3. Amend subsection (d) of Section 19-7 to provide as follows:

(b) No person shall sit or stand at the entrance or exit of any public building, church, hall, theater, school or other place of public assemblage in any manner so as to obstruct such entrance or exit after being requested by a peace officer to move on.

The remainder of Section 19-7 shall remain in full force and effect.

C. Revisions to Ordinance Prohibiting Unauthorized Camping (Code Section 19-15)

The Sonoma County Code, Chapter 19 (Offenses – Miscellaneous), Article I (General provisions), Section 19-15 (Camping and vehicle habitation, prohibited on public streets, etc.) contains regulations relating to camping on public and private property, and also regulates the use of vehicles for “human habitation.” That term is defined in the ordinance as “spending three (3) or more consecutive hours in a single or nearby location for the purposes of cooking, eating, cleaning, resting, recreating and/or sleeping.”

The Sheriff's Office proposes to change the title of Section 19-15 to "Camping Prohibited on Public Property, etc." The substantive recommended changes include repealing the definition of the term "human habitation," and adopting the definition of "camping" that is the same as the one proposed for Section 18-1(a)(6) (see above). Such substantive revisions to Section 19-15 include the following:

1. Amend subsection (a) (Definitions) of Section 19-15 to provide as follows:

(a) Definition of "Camping". For the purposes of this section, the term "camping" means residing in the outdoors for living accommodation purposes, including sleeping or making preparations to sleep (such as laying down bedding for the purpose of sleeping), storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, luggage, backpacks, kitchen utensils, cookware, and similar items), cooking or consuming meals, pitching a tent or other temporary shelter; includes the verb, to "camp".
2. Repeal subsection (b) (Use of Vehicles for Human Habitation Prohibited) of Section 19-15 in its entirety.
3. Amend subsection (d) (Exceptions) of Section 19-15 to provide as follows:

(d) Exceptions. Notwithstanding the prohibition against camping on public or private property, it is not the intent of this section to prohibit persons, when necessary for their safety or the safety of others, to pull off the public road and sleep or rest, whether inside or outside their vehicles.

The remainder of Section 19-15 shall remain in full force and effect.

Prior Board Actions:

Ordinances adopting Sonoma County Code Sections 18-1, 19-7, and 19-15

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

The proposed revisions and amendments will ensure that appropriate ordinances are in place to protect public health or safety and that County property is being utilized for the purpose intended.

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):

No fiscal impacts are 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):

Attachments:

Attachment 1: Ordinance to Amend Camping and Loitering Regulations

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



County of Sonoma
State of California

Date: January 28, 2014

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution of the Board of Supervisors of the County of Sonoma, State of California,
Introducing and Waiving Reading the Title of, and Waiving Further Reading of, a Proposed
Ordinance Amending Sections 18-1, 19-7, and 19-15 of the Sonoma County Code, with
Respect to Prohibitions on Unauthorized Camping and Loitering**

Whereas, an ordinance entitled “An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Sections 18-1, 19-7, and 19-15 of the Sonoma County Code, with Respect to Prohibitions on Unauthorized Camping and Loitering” has been introduced and read.

Now, Therefore, Be It Resolved that further reading of the proposed ordinance is waived.

Be It Further Resolved that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on February 11, 2014 in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, California.

Be It Further Resolved that the Clerk of the Board shall cause the proposed ordinance to be published five (5) days in advance of the board meeting to consider adoption of the ordinance in a newspaper of general circulation published in the County of Sonoma, State of California.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE TO AMEND CAMPING AND LOITERING REGULATIONS

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING SECTIONS 18-1, 19-7, AND 19-15 OF THE SONOMA COUNTY CODE, WITH RESPECT TO PROHIBITIONS ON CAMPING AND LOITERING

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

SECTION I. Amendments to Regulations of Traffic on County Owned and Controlled Property

Amend Chapter 18 (Motor Vehicles and Traffic), Article I (In General), Section 18-1 (Regulation of traffic on county-owned and controlled property) as set forth in Exhibit “A”.

SECTION II. Amendments to Regulations Prohibiting the Obstruction of Pedestrian Passages, etc.

Amend Sonoma County Code Chapter 19 (Offenses – Miscellaneous), Article I (General provisions), Section 19-7 (Obstructing, etc., passage along, or use of sidewalks, tunnels, entrances to buildings, etc.), as set forth in Exhibit “B”.

SECTION III. Amendments to Ordinance Prohibiting Camping on Public Property, etc.

Amend Sonoma County Code Chapter 19 (Offenses – Miscellaneous), Article I (General provisions), Section 19-15 (Camping and vehicle habitation, prohibited on public streets, etc.), as set forth in Exhibit “C”.

SECTION IV. Unaltered Provisions Remain in Effect

Except as revised, amended, deleted or repealed herein, the remaining provisions of Sonoma County Code Sections 18-1, 19-7, and 19-15 as previously adopted shall remain in full force and effect.

SECTION V. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The Board of Supervisors of the County of Sonoma hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or

more of the sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

SECTION VI. Effective Date

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

In regular session of the Sonoma County Board of Supervisors, introduced on _____, 2013, passed and adopted this ____ day of _____, 2014, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin ___ Zane ___ McGuire ___ Carillo ___ Rabbitt ___

Ayes ___ Noes ___ Abstain ___ Absent ___

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and **SO ORDERED**.

Chair
Board of Supervisors
County of Sonoma

ATTEST:

Michelle Arellano, Chief Deputy Clerk
of the Board of Supervisors

EXHIBIT A

**Sonoma County Code
Chapter 18 (Motor Vehicles and Traffic)
Article I (In General)**

Sec. 18-1. Regulation of traffic on county-owned and controlled property.

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

(1)

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

(2)

"Bicycle rack" means any device installed for the purpose of securing bicycles only.

(3)

"Block" means a section of roadway, including the area immediately adjacent to the curb, between two (2) intersections.

(4)

"Boot" describes a device that is attached to the wheel of a vehicle to restrict movement, allowing fines to be cleared before removal. Device must be manually removed from authorizing personnel.

~~(5)~~

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

~~(65)~~

~~"Camping" means sleeping, cooking, setting up housekeeping, pitching a tent or other temporary shelter, and/or using camp paraphernalia, includes the verb, to "camp."~~

~~"Camping" means residing in the outdoors for living accommodation purposes, including sleeping or making preparations to sleep (such as laying down bedding for the purpose of sleeping), storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, luggage, backpacks, kitchen utensils, cookware, and similar items), cooking or consuming meals, pitching a tent or other temporary shelter; includes the verb, to "camp".~~

~~(76)~~

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

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

Freeway to the northwest corner of the land of the County of Sonoma; thence easterly along the northerly line of said lands of the County of Sonoma to the southwesterly line of Mendocino Avenue; thence southeasterly along the southwesterly line of Mendocino to the point of beginning.

(87)

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

(98)

"County employee" means any individual who is currently employed by the County of Sonoma and who is receiving monetary compensation for such employment through the auditor/controller payroll division of the County of Sonoma. A contractor who receives compensation through contract is not considered a "county employee."

(109)

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

(110)

"County parking plan" or "parking plan" means that certain plan in diagram form entitled "Sonoma County Parking Plan" prepared and from time to time revised by the director of general services pursuant to this section.

(121)

"Director of general services" means the director of general services of the county, or his designee.

(132)

"Employee recognition parking program" means the special recognition parking program for County affiliated employees established by the management advisory council and administered by the director of general services.

(143)

"Freight" means any object weighing ten (10) or more pounds.

(154)

"Management advisory council" means the Sonoma County Management Advisory Council selected by the department heads of the county from among their membership.

(165)

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

(176)

"Parking enforcement officer" means the director of general services or a county employee or duly authorized representative designated by the director of general services.

(187)

"Parking meter zone" means a portion or portions of streets or lots described and established as zones within which the parking of vehicles shall be controlled, regulated and inspected with the aid of timing devices or meters, here in referred to as "parking meters" or "meters."

(198)

"Reserved parking permit" means a written permit issued by the director of general services to park in an assigned, unassigned or special parking zone or zones.

(2019)

"Ridesharing program" means the ridesharing program for county affiliated employees established by the management advisory council and administered by the director of general services.

(210)

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

(221)

"Satellite offices" means a facility or group of facilities that are operated by the county located off the grounds of the county administration center.

(232)

"Sheriff's office" means the Sonoma County Sheriff's Office."

(243)

"Temporary parking permit" means a permit limited in time to park in a timed parking zone during the time limit without citation.

(254)

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

(265)

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

(276)

"Vehicle code" means the California Vehicle Code.

(287)

"Visitor" means any individual who is not a county affiliated employee or other person performing work duties for the county during the relevant time period. County affiliated employees or other persons who are conducting personal business during the relevant time period fall within the definition of "visitor."

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

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

(1)

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

(i)

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

(ii)

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

(iii)

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

(iv)

Visitor Parking. In those areas so designated, only visitors are allowed to park, subject to any times designated.

(v)

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

a.

Fifteen (15) minutes.

b.

Thirty (30) minutes.

c.

One (1) hour.

d.

Ninety (90) minutes.

e.

Two (2) hours.

f.

Three (3) hours.

g.

Four (4) hours.

(vi)

Handicapped or Disabled. In those areas so designated, parking shall be limited exclusively to the vehicles of physically handicapped or disabled persons as described in vehicle code section 22511.5.

(vii)

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

(viii)

Authorized Emergency Vehicles Only. In those areas so designated, parking shall be limited exclusively to authorized emergency vehicles of the sheriff's office and other authorized law enforcement agencies.

(2)

Vehicles on county property must comply with the following additional parking requirements.

(i)

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

(ii)

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

a.

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

b.

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

c.

In an area where the director of general services or designee determine that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;

d.

In any area designated by the director of general services or designee as a no parking area, when such area is indicated by appropriate signs or by red paint upon the surface;

e.

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

f.

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

g.

On any street or highway where the use of such street or highway or a portion thereof is necessary for the cleaning, repair or construction of the street or highway or the installation of underground utilities or where the use of the street or highway or any portion thereof is authorized for a purpose other than the normal flow of traffic or where the use of the street or highway or any portion thereof is necessary for the movement of equipment, articles or structures of unusual size, and the parking of such vehicle would prohibit or interfere with such use or movement; provided, that the signs giving notice of such no parking are erected or placed at least twenty-four (24) hours prior to the effective time of such no parking;

h.

At any place within twenty (20) feet of a point on the curb immediately opposite the middle block end of a safety zone, when such place is indicated by appropriate signs or by red paint upon the curb surface;

i.

At any place within twenty (20) feet of a crosswalk at an intersection except that a bus may stop at a designated bus stop;

j.

Within twenty (20) feet of the approach to any traffic signal, stop sign or official electric flashing device.

(iii)

Parallel Parking.

a.

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

b.

Every vehicle stopped or parked upon a roadway where there are adjacent curbs shall be stopped or parked within eighteen (18) inches of the right-hand curb, except that motorcycles shall be parked with at least one (1) wheel or fender touching the right-hand curb.

c.

For slopes above fifteen (15) percent, the front wheels must be turned at an angle of thirty (30) percent toward the right side of the roadway/curb for downhill slopes and away from the right side of the roadway/curb for uphill slopes.

d.

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

(iv)

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

a.

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

b.

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

c.

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

(v)

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

(vi)

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

(vii)

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

(viii)

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

(ix)

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

(x)

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

(xi)

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

(xii)

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

(xiii)

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

(xiv)

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

(xv)

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

(xvi)

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

(xvii)

Parking within Seven and One-Half Feet of Train Track. No person shall stop, stand or park a Vehicle upon any railroad track or within seven and one-half (7½) feet of the nearest rail.

(xviii)

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

(xix)

Obstruct Sight Distance Over Six Feet Or More Within 100 Feet Of Intersection. No person shall stop, stand, or park any vehicle any part of which, including any load thereon, exceeds six (6) feet in height at any time during the day or night at any location on county property within one hundred (100) feet of any intersecting street or alley.

(xx)

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

(xxi)

Parking Off Pavement. No person shall stop, stand or park a vehicle off pavement, on vegetation, on beach areas or on dirt areas in a county park or other county property, unless such parking is specifically designated.

(xxii)

Non-Payment of Overnight Fees in a County Park. No person shall stop, stand or park any vehicle overnight without paying overnight fees prior to overnight stay in a county park.

(xxiii)

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

(xxiv)

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

(xxv)

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

(xxvi)

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

(xxvii)

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

(xxviii)

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

(xxix)

Use of Bike Racks. Only bicycles may be parked in bike racks. Motorized vehicles are prohibited.

(xxx)

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

(xxxi)

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

(xxxii)

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

(xxxiii)

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

(xxxiv)

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

(3)

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

(4)

The director of general services may from time to time issue reserved parking permits for parking in those parking spaces marked "RESERVED PERMIT REQUIRED" and designated as such on the county parking plan. "Reserved permit required" parking shall include reserved permit only—assigned, and reserved permit only—unassigned parking. Application for a reserved parking permit shall be made in writing to the director of general services by the requesting individual. Such application shall be on a form approved by the director of general services, signed by the individual's department director or designee, or in the case of a non-county affiliated employee, the county department director or designee requesting the permit for the individual, and shall be accompanied by a reserved parking permit fee, the amount of which shall be established pursuant to subsection (h). All reserved parking permits shall be for up to two (2) years, expiring on the thirty-first day of December of their expiration year, unless specified otherwise below. The procedure for renewal of a reserved parking permit shall be the same as for obtaining an original permit. Reserved parking permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the year of issue, the parking space for which the permit is valid, the words "County of Sonoma Reserved Parking Permit", and such other information as the director of general services may require. Reserved parking permits may incorporate necessary conditions, including the dates, times, and purposes for which

the permit is valid. Reserved parking permits shall be issued on the basis of the availability of reserved permit required parking spaces and the determination of the director of general services that the requesting individual falls into one (1) of the following categories, subject to additional conditions as specified below. Reserved parking permits issued pursuant to this section may be rescinded by the director of general services at any time if the director determines that the requirements of this section have been violated or that such action is necessary to meet a parking regulation objective.

(i)

Elected county officials, county department heads, superior court judges, superior court commissioners, and county grand jury members. Such persons are eligible to receive one (1) reserved permit required parking permit unless they are a member of the board of supervisors, in which case they shall be eligible for two (2) reserved parking permits, one (1) for the board member and one (1) for his or her supervisory aide.

(ii)

County affiliated employees with assigned county vehicles who have significant field responsibility which requires close access to a specific building on county property and/or frequent trips to and from county property during normal business hours.

(iii)

County affiliated employees who use their personal vehicles for county business on a routine and frequent basis (minimum of three (3) days a week).

(iv)

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

(v)

County affiliated employees participating in the ridesharing program. Such individuals are eligible for an reserved permit required permit which may be used only when the vehicle transports two (2) or more people to and from the county administration center a minimum of three (3) days a week.

(vi)

County affiliated employees who have a temporary physical disability which requires close access to a specific building on county property and whose treating physician provides written verification of need to the director of general services. Such permit may be issued for a time period of up to three (3) months and may be renewed.

(vii)

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

(viii)

Duly accredited representatives of the press or other news media who attend and report on meetings of the board of supervisors as part of their job assignment. A reserved parking permit may be issued to such persons for a limited time or for a period of time during the day.

Applications will be considered for approval on a case-by-case basis, and the total overall number may be limited. Any reserved parking permit issued pursuant to this section will be void if used for any purpose unrelated to attending and reporting on meetings of the board of supervisors as part of press representative's job assignment.

(ix)

County affiliated employees who work at satellite offices and need to come to the county administration center to conduct county business.

(x)

Such other categories of county affiliated employees or other persons designated by the board of supervisors pursuant to subsection of this section.

(5)

The director of general services may from time to time issue temporary parking permits for parking in timed parking zones without citation. Application for a temporary parking permit shall be made in writing to the director of general services by the requesting individual. Such application shall be on a form approved by the director of general services and shall be accompanied by a temporary parking permit fee, the amount of which shall be established pursuant to subsection (h) of this section. All temporary parking permits shall be temporary, valid only for the dates shown on the permit. The procedure for renewal of a temporary parking permit shall be the same as for obtaining an original permit. Temporary parking permits shall consist of a receipt and a serially numbered permit stamped with an identifying number, the dates for which the permit is valid, the words "County of Sonoma Temporary Parking Permit," and such other information as the director of general services may require. Temporary parking permits may incorporate necessary conditions, including the locations and purposes for which the permit is valid. Temporary parking permits shall be issued on the basis of the availability of timed parking zone spaces and the determination of the director of general services that the requesting individual falls into one (1) of the following categories:

(i)

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

(ii)

County affiliated employees who are being recognized as part of the employee recognition parking program;

(iii)

County affiliated employees who have a temporary physical disability which requires close access to a specific building on county property and whose treating physician provides written verification of need to the director of general services;

(iv)

Commercial vendors and private contractors providing goods and services to the county whose functions require close and continuous access to a specific building on county property;

(v)

Any other person who can demonstrate to, the satisfaction of the director of general services that he or she has a temporary need for close and continuous access to a specific building on county property;

(6)

The director of general services may from time to time grant permission to the sheriff's office and other bona fide law enforcement agencies to park in those areas marked with a sign or other

marking indicating sheriff's vehicles only and/or emergency vehicles only and/or transporting officers only and designated as such on the county parking plan.

(7)

The director of general services shall cause copies of this section and the county parking plan to be maintained and available for public inspection at the office of the director of general services.

(8)

The director of general services shall report to the management advisory council on a regular basis concerning the status of parking regulation and enforcement on county property. The management advisory council shall provide advice and assistance to the director of general services in developing and recommending parking regulation and enforcement policies, procedures and programs to the board of supervisors, and in resolving parking regulation and enforcement disputes involving county affiliated employees.

(d) No person shall occupy or permit the use of occupancy of any vehicle or camper for ~~camping purposes~~ human habitation, including, but not limited to, sleeping, eating, or resting, ~~either singly or in groups~~, upon the sidewalks, driveways, paths, parking facilities, or grounds of county property, without a permit or in designated areas.

(e) No person shall engage in roller skating or ride or propel any skateboard upon the sidewalks, driveways, paths, parking facilities, or grounds of county property without the prior written consent of the director of general services.

(f) The director of general services shall cause signs giving notice of the regulations and special conditions imposed under this section to be erected and maintained in appropriate locations on county property.

(g) The board of supervisors shall establish, by resolution, fines for parking violations on county property.

(h) The board of supervisors may from time to time by resolution establish a schedule of fees and charges for parking permits issued under this section and for public parking on county property.

(i) The board of supervisors may from time to time by ordinance, resolution, or other legislative enactments, whichever may be appropriate, adopt additional parking regulation and enforcement standards and criteria for county property.

(j) The parking enforcement officer shall be responsible for enforcing this section and for issuing citations for violations of its provisions.

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

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

(Ord. No. 4717, § 1, 1993; Ord. No. 6023, § 1, 3-19-2013; Ord. No. _____, § 1, 2014.)

EXHIBIT B

Sonoma County Code

Chapter 19 (Offenses – Miscellaneous)

Article I (General provisions)

Sec. 19-7. — Obstructing free passage along pedestrian thoroughfares, exits and entrances to buildings open to the public, etc., passage along, etc., or use of streets, sidewalks, tunnels, entrances to buildings, etc.

~~(a) No person shall stand in or upon any street, sidewalk or other public way open for pedestrian travel, or otherwise occupy any portion thereof in such a manner as to annoy or molest any pedestrian thereon, or so as to obstruct or unreasonably interfere with the free passage of pedestrians.~~

No person shall stand, sit, or lay upon any sidewalk or pedestrian thoroughfare so as to obstruct the free pedestrian traffic thereon after being requested by a peace officer to move on.

~~(b) No person shall loiter in any tunnel, pedestrian subway, or on any bridge or overpass, or at or near the entrance thereto or exit therefrom, or at or near any abutment or retaining wall adjacent to such entrance or exit, or any retaining wall or abutment adjacent to any freeway, street or highway open and used for vehicular traffic, or adjacent to that portion thereof used for vehicular traffic, or on any public property in the proximity of such bridge, overpass or retaining wall or abutment.~~

~~(c) No person shall sit, lie or sleep in or upon any street, sidewalk or other public way. The provisions of this subsection shall not apply to persons sitting on the curb portion of any sidewalk or street while attending or viewing any lawfully conducted parade; nor shall the provisions of this subsection apply to persons sitting upon benches or other seating facilities lawfully provided for such purpose.~~

~~(db) No person shall sit or stand on or at the entrance to or exit of any public building, church, hall, theater, school or other place of public assemblage in any manner so as to obstruct such entrance. entrance or exit after being requested by a peace officer to move on.~~

~~(ec) No person shall block, impede or obstruct any public place or any entrance, exit or approach to any place of business in or upon any public place in a manner calculated or with the intent to prevent, delay, hinder or interfere with the free passage therealong or there through of any other person who is entering, occupying or leaving any place of business, or who is performing any services or labor, or who is seeking or obtaining employment, or who is purchasing, selling, using, delivering, transporting or receiving any goods, wares, merchandise, services, entertainment, accommodations or articles, or who is attempting or seeking to do any of the foregoing; provided, that nothing contained herein shall apply to lawful picketing.~~

~~(fd) The provisions of this section shall not apply to encroachments permitted by the director of public works pursuant to Article III of Chapter 15.~~

~~(Ord. No. 1152 §§ 1—6; Ord No. ____, § 2, 2014.)~~

EXHIBIT C

Sonoma County Code

Chapter 19 (Offenses – Miscellaneous)

Article I (General provisions)

Sec. 19-15. - Camping ~~and vehicle habitation, p~~Prohibited on ~~p~~Public Property ~~streets~~, etc.

(a) ~~Definitions. For the purposes of this section, the following definitions shall apply:~~

~~(1) — "Camper" means a structure designed to be mounted upon a vehicle (as defined by Section 670 of the California Vehicle Code) and which provides facilities for human habitation or camping purposes;~~

~~(2) — "Camping" means sleeping, cooking, setting up housekeeping, pitching a tent or other temporary shelter, and/or using camp paraphernalia; includes the verb, to "camp";~~

~~(3) — "House car" means a vehicle (as defined by Section 670 of the California Vehicle Code) originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached;~~

~~(4) — "Human habitation" means spending three (3) or more consecutive hours in a single or nearby location for the purpose of cooking, eating, cleaning, resting, recreating and/or sleeping.~~

Definition of "Camping". For the purposes of this section, the term "camping" means residing in the outdoors for living accommodation purposes, including sleeping or making preparations to sleep (such as laying down bedding for the purpose of sleeping), storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls, blankets, luggage, backpacks, kitchen utensils, cookware, and similar items), cooking or consuming meals, pitching a tent or other temporary shelter; includes the verb, to "camp".

~~(b) — Use of Vehicles for Human Habitation Prohibited. It shall be unlawful for any person or persons to use a vehicle, camper, house car, boat, or trailer for human habitation on or in any public street, alley way or parking area, or any privately owned off-street parking area which is held open for the common public use of retail customers.~~

(eb) Camping on Public Property Prohibited. It shall be unlawful for any person or persons to camp in any public park, on any public street or on any other public property, except in a designated public campground or by authority of a written permit issued by the county.

(dc) Camping on Private Property Prohibited Absent Owner Permission. It shall be unlawful for any person or persons to camp on any private property without first obtaining the written permission of the owner or other person(s) in lawful possession of the property.

(ed) Exceptions. Notwithstanding the prohibition against ~~human habitation in vehicles and~~ camping on public or private property, it is not the intent of this section to prohibit persons, when necessary for their safety or the safety of others, to pull off the public road and sleep, whether inside or outside their vehicles.

(fe) Penalty for Violation. Any person who violates this section is guilty of a misdemeanor. Except where other penalties are specified, each offense may be punished by a fine of not less

than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), or by the imprisonment in the county jail not to exceed sixty (60) days, or by both such fine and imprisonment.

(Ord. No. 5508 § 1, 2004; Ord No. _____, § 3, 2014.)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors and Board of Commissioners

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): County Administrator Office, Community Development Commission, Health Services, General Services, Regional Parks, Water Agency, Sheriff, Permit & Resource Management, Fairgrounds

Staff Name and Phone Number:

CDC: Mark Krug, 565-7509

Supervisory District(s):

All

Title: Safe Vehicle Parking and Motel Vouchers for Unsheltered Homeless Persons

Recommended Actions:

Concurrent action by the Board of Supervisors and the Sonoma County Community Development Commission to:

1. Authorize the Executive Director of the Community Development Commission to execute a funding agreement with Catholic Charities of the Diocese of Santa Rosa for an amount up to \$62,015 to establish and operate a "safe parking" program for up to fifty vehicles at the Sonoma County Fairgrounds property from February 1, 2014 through April 30, 2014.
2. Authorize the Executive Director of the Community Development Commission to execute a funding agreement with the Sonoma County Fair & Exposition, Incorporated for an amount up to \$28,938 to reimburse for costs incurred in supporting a "safe parking" program at the Fairgrounds property from February 1, 2014 through April 30, 2014.
3. Authorize the Executive Director of the Community Development Commission to execute amendments to existing funding agreements with Sonoma County homeless services providers in an aggregate amount up to \$50,000 to finance the cost of motel vouchers to be issued by said providers to targeted homeless households during severe winter weather in the period January 1 through April 30, 2014.

Executive Summary:

On January 7, 2014, your Board of Supervisors approved \$179,750 from General Fund contingencies to pay for five elements of an effort to mitigate the effects of cold winter weather on unsheltered homeless persons in Sonoma County. Those five elements are currently being implemented and are summarized here:

1. \$34,750 in operational funding for the winter expansion of the Samuel Jones Hall shelter in Southwest Santa Rosa.

2. \$20,000 in operational funding for the warming station at the Catholic Charities Homeless Service Center site in central Santa Rosa.
3. \$25,000 in operational funding for the expansion of the winter homeless shelter operated in the Guerneville Veteran's Memorial Hall building.
4. \$75,000 in augmented funding for the existing Rapid Re-Housing pilot operated by Catholic Charities
5. \$25,000 authorized for the establishment of a local Vulnerability Index program to help identify and prioritize for assistance those unsheltered homeless persons that are the most medically compromised.

During the January 7th meeting discussion, staff was directed to return on January 28th with additional recommendations and in particular, a "safe parking" program proposal that utilizes County-owned real property. Though not a part of the January 7th Board meeting discussion, there are actions currently underway to modify county anti-camping ordinances, with parallel actions by the City of Santa Rosa for their camping ordinances, that will "decriminalize" vehicle habitation and thereby reduce the parking location restrictions faced by homeless persons sleeping in their vehicles. In fact, there is an action item on the January 28th meeting agenda seeking Board approval of these County camping ordinance changes.

Based on the discussion and direction provided at the January 7th meeting, staff is now seeking Board approval of the following recommendations:

Recommendation #1: Appropriate \$90,953 in Reinvestment and Revitalization funds to establish and immediately operate a "safe parking" program, for up to fifty vehicles, at the Sonoma County Fairgrounds site for up to three months starting on February 1. This operation would include a warming center as well as shower and sanitation facilities for participants by using Lot D of the Fairgrounds property, formerly an RV parking area (see Fairgrounds map as Attachment #1).

Staff reviewed data from the January 2013 homeless count on the number and location of vehicles housing homeless persons. The count report identified 444 vehicles in the county with an estimated 837 individuals using them for habitation. The number of such vehicles at various locations mirrors general population distribution, that is, the largest number in the Santa Rosa region followed by the Petaluma area. Because of heightened law enforcement and perhaps other reasons, parking within incorporated jurisdictions is disproportionately low. Thus, while the Santa Rosa region is the highest concentration, most of the vehicles are located in unincorporated areas southwest of the City rather than within the city limits. The "decriminalization" of vehicle habitation in Santa Rosa and the unincorporated areas may alter this pattern going forward. The count report estimated the number of homeless persons sleeping in vehicles (not number of vehicles) in the city limits of Santa Rosa at 92 and the number in the unincorporated Southwest Santa Rosa area at 234. Based on this data, staff recommends a "safe parking" program site in south Santa Rosa as the highest priority since this region has the highest need. Further, Santa Rosa is the location for many medical, social, human and homeless services.

Staff assessed a number of County-owned properties prior to recommending the Fairgrounds site; an attached chart, Attachment #2, summarizes that assessment work. What emerged from that assessment

is that the Fairgrounds property is the optimum choice, followed by the adjacent Santa Rosa Veteran's Memorial Hall. A cost estimate was generated for both of these leading sites. As noted in the chart, the Fairgrounds site ranked highest on more of the evaluative criteria than the other sites, and was less expensive than the Santa Rosa Veteran's Memorial Building with an estimated cost of \$90,953 for the Fairgrounds versus \$133,326 for the Veteran's Building.

If funding is approved, the safe parking program would have to be operated by an experienced homeless service and shelter provider. Due to the need to begin operation within days of funding approval, it will not be possible to conduct the typical Request for Qualifications to select the operator. Therefore, this work would be "sole sourced" to Catholic Charities, which has amply demonstrated the capacity for this work through its many years of operating the central Santa Rosa Family Support Center (family homeless shelter), the adjacent Homeless Services Center (day, drop-in center for homeless persons), the Samuel Jones Hall shelter in Southwest Santa Rosa (the county's largest shelter for homeless individuals), and the new Rapid Re-Housing program. The Homeless Services Center, for the first time this winter, also houses a warming center and safe parking program. The Community Development Commission (CDC) is a funder for each of these homeless programs and through annual monitoring of these contracts has verified the agency's ability to perform this type of work well and in compliance with applicable policies and regulations. Catholic Charities will also be able to utilize its existing programs to facilitate operation of the proposed safe parking programs, by requiring participants to pre-register at the Charities-operated Homeless Services Center at 600 Morgan Street, 2.2 miles away from the Fairgrounds lot. By doing so, an approved participant would receive a parking permit to gain access to the safe parking venue.

Staff recommends that the initial "safe parking" program be established for a two-month period and the County Administrator be granted the authority to extend by one additional month if 1) the demand remains substantial through March; and 2) cold and /or rainy weather is expected to continue or recur in April; and 3) the program is operating to the satisfaction of the Fair Manager and the County Administrator after consultation with Community Development Commission, General Services and Health Services staff. In that the CDC has an existing funding agreement with Charities for the Homeless Services Center, the funding for the new, proposed "safe parking" program can be expedited through an amendment to that agreement. It is recommended that the requested \$90,953 in augmented funding is appropriated to the CDC as part of the Consolidated Budget Adjustment process for the second quarter of the fiscal year.

Recommendation #2: Appropriate \$50,000 in Reinvestment and Revitalization funds to provide funding for approximately 1,000 nightly motel vouchers to enable unsheltered homeless persons to obtain temporary respite from winter weather conditions. In order to expedite, it is recommended that these funds be distributed by amending existing Community Development Commission (CDC) funding agreements with local non-profit homeless services agencies. The CDC would work with up to six such agencies to assure geographic dispersal and targeting criteria to maximize the number of vouchers provided to homeless families with minor children, those homeless individuals that are most medically vulnerable to winter weather exposure, and homeless persons located in areas lacking in shelter or similar services. Motel voucher funding would be available to reimburse voucher costs for vouchers used between February 1, 2014 and April 30, 2014. It is recommended that the requested \$50,000 in augmented funding is appropriated to the CDC as part of the Consolidated Budget Adjustment process

for the second quarter of the fiscal year.

Homeless Response Work Plan: There is a multi-department and agency work plan for immediate-, mid- and long-term actions to reduce the number of unsheltered homeless persons in Sonoma County. A summary of that work plan is provided here:

1. Development of “Safe Parking” program for winter of FY 2013-2014. The subject of this agenda item.
2. Development and “roll-out” of Vulnerability Index program. This is a joint project of Health Services and the CDC. See Attachment #3: Summary: *Sonoma County Homelessness Planning and Initiatives*.
3. Expansion of Rapid Re-Housing program: This is an ongoing action plan for the CDC. Rapid Re-Housing is a program where homeless persons are quickly moved from “the streets” or from homeless shelters into permanent housing, usually with some short- to mid-term financial help and case management services. Locally, it is in the second year of piloting and early results are promising as a mechanism to both “unclog” shelters and resolve homelessness for program participants.
4. Develop Cold Weather Responses Plan for FY 2014-2015 winter and beyond: A multi-department and agency plan to establish protocols and policies to guide the County response to protecting unsheltered homeless persons from the threat of severe winter weather conditions in the future. Expectation is to present this Plan for Board of Supervisors adoption prior to the onset of FY 2014-2015 winter weather.
5. Revise and Update “10-Year Action Plan”: In February 2007, the CDC presented on behalf of the Continuum of Care a “10-Year Homelessness Action Plan” (See Attachment #3 for explanation of the relationship between the Continuum of Care and the CDC). Since the summer of 2013, this plan has been in the process of being updated and revised, benefitting from input from the Departments of Health Services and Human Services and other stakeholders. CDC staff expects to present a revised plan on behalf of the Continuum of Care to the Board of Supervisors in April or May of 2014.
6. Feasibility of expanding housing options for homeless households: Unless incorporated into the above 10-year Action Plan, the CDC will develop a plan or feasibility review of various approaches and programs to expand affordable housing options for homeless households. This may include, but will not be limited to: expanding the production of below-market rental units, expansion of Rapid Re-Housing (as referenced earlier), exploring changes to zoning to enable alternate housing models (e.g. “tiny houses”, single-room only rental housing, et cetera), conversion of existing housing stock to affordable housing for the extremely low income segment of the county’s population. County PRMD staff have already begun work on the 2014 Housing Element Update and will be exploring a number of potential options such as expanding SRO opportunities, changes to zoning standards to enable alternate housing models, and opportunities for the conversion of existing vacant housing stock as small-scale homeless shelters.

Prior Board Actions:

01/07/2014 – Board approved \$179,750 for five elements of cold weather homelessness response.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community			
Actions to protect vulnerable homeless individuals from the negative health aspects of severe winter weather, including possible fatal hypothermia, meet this strategic goal.			
Fiscal Summary - FY 13-14			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 140,953	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	R & R	\$ 140,953
Total Expenditure	\$ 140,953	Total Sources	\$ 140,953
Narrative Explanation of Fiscal Impacts (If Required):			
<p>Reinvestment and Revitalization funds, or R & R funds, represent the increase to county General Funds caused by the 2012 state-wide dissolution of redevelopment agencies. The Auditor-Controller Treasurer-Tax Collector (ACTTC) has reviewed this fund and acknowledges a fund balance adequate to finance this request. The ACTTC, using conservative projections for revenues through the end of the fiscal year, projects a fund balance of \$477,310 as of 6/30/14. While the funding requested for this item will not impact the R&R-funded work for this current fiscal year, when we revisit the R&R priorities as part of the FY 14-15 supplemental budget process, we are likely to find that the highest-priority items (Highway 12 and Roseland) can still be funded, but some of the other priority projects, such as assistance for improvement of commercial and residential properties and financing for construction of new affordable housing units, may have to be reduced to do so.</p>			
Staffing Impacts			
Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
#1: Fairgrounds map #2: Safe Parking Program Potential County Site Analysis #3: Summary: Sonoma County Homelessness Planning and Initiatives			

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

Safe Parking Program Potential County Site Analysis

Site	Proximity to homeless population in vehicles	Restrooms available	Warming room available	Secure parking available (walk-in access may remain)	Potential Impact on other users of facility	Potential Impact on neighbors, other users	Costs
Fairgrounds Lot D, with restrooms	Good	Yes	No, need portable	Yes	Minimal	Minimal	Favorable - No facility rent. Catholic Charities operations + janitorial, util. and security
Fairgrounds, parking lot, no restrooms	Good	No	No, need portable	Yes	Minimal	Minimal	As above plus portable restrooms and showers, if desired.
Vets Hall with building use	Good	Yes	Yes	Yes	Moderate	Moderate	Building & lot rent is \$16k/month, includes janitorial. Rental rate discount applied.
Vets Hall no building, just lot	Good	No	No, need portable	Yes	Moderate	Moderate	Portable restrooms and showers, will add to cost. Cost for parking lot. Rental rate discount applied.
SCWA College Ave site	Fair	Yes	Yes	Yes	Minimal	Moderate	No facility rent but Catholic Charities operations may be higher for more challenging site to manage
Admin Center	Fair	No	No, need portable	Yes	Minimal	Moderate	No facility rent, but no facilities on-site
Schopflin Fields	Poor	Yes	Snack bar?	Yes	Moderate	Possible conflicts with other users	No facility rent, restrooms on-site. Likely a cost for warming center
Spring Lake Park	Poor	Yes	No, need portable	Yes	Moderate	Possible conflicts with other users	No facility rent, restrooms on-site. Likely a cost for warming center

Summary: Sonoma County Homelessness Planning and Initiatives

Sonoma County Community Development Commission

January 2014

Continuum of Care: The phrase “Continuum of Care” refers to a federal homelessness funding stream administered by HUD and initially authorized under the McKinney-Vento Act and recently re-authorized under the HEARTH Act of 2009.

The phrase also refers to a consortium of local government departments and agencies, non-profit homeless services agencies, homeless advocates and other interested stakeholders. The local Continuum is hosted and staffed by the Sonoma County Community Development Commission (CDC). The Continuum is organized in compliance with policies and directives of the federal government to assure ongoing competitiveness for federal Continuum of Care funding, currently at about \$2.5M per year countywide. The local Continuum is active in coordination of services, program design and implementation, quality assurance reviews of homeless services, and data gathering and assessment to guide management and planning decisions. The Continuum consists of a general membership body and a number of working committees, both standing and *ad hoc*. The overarching focus is using available resources effectively to end and resolve local homelessness.

Coordinated Intake: The CDC has a pending HUD grant (grant agreement execution expected in early or mid-2014) to fund the implementation of a Coordinated Intake program for homeless persons in Sonoma County.

Coordinated Intake is part of a planning process underway for the past 18 months under Continuum of Care auspices, to develop a single point of access, “no-wrong-door” Coordinated Intake system for homeless shelter, services & housing. The Coordinated Intake system aims to match people with the right services and prioritize those who most need, and are often least likely to be able, to access shelter and housing.

Vulnerability Index: This initiative is centered on the use of a research-based screening and assessment tool now under review by the Continuum of Care and homeless services providers in consultation with the Department of Health Services (DHS) and will be a central element of Coordinated Intake. The CDC and DHS will work together in an ongoing way to ensure adequate linkage for clients with health and behavioral health needs.

The Vulnerability Index resources authorized by the Sonoma County Board of Supervisors on January 7th, 2014 will enable the CDC and DHS to initiate one of the Coordinated Intake system's key intents—to identify the most vulnerable homeless persons so they can be prioritized for housing—while testing one of the nation's most widely-used tools. This will allow us to assess its strengths and gaps in the local setting. As a first step, vulnerability assessments will be implemented through health and homeless outreach teams in multiple locations—primarily to people who are living outside and not accessing shelter. With DHS assistance, the CDC will mount trainings for outreach teams that will participate in this effort as early as February 2014.



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

Board Agenda Date: January 28, 2014

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Stuart W. Martin - (707) 565-7362

Supervisory District(s):

1

Title: Fee acquisition of the 21.5-acre Cresta II property and temporary road easement

Recommended Actions:

Adopt a resolution of the Board of Directors approving the fee acquisition of the 21.5-acre Cresta II property and associated temporary road easement for \$320,000; determining that the acquisition is consistent with the County's 2020 General Plan and District's Expenditure Plan; delegating authority to the General Manager to execute a grant deed and other related documents; authorizing the execution of a Certificate of Acceptance; and making certain determinations pursuant to the California Environmental Quality Act.

Executive Summary:

Project Summary

The acquisition of the 21.5-acre Cresta II property will connect the District's previous Cresta and McCullough acquisitions to form a contiguous 822.46-acre property. The property straddles Mark West Creek for .35 miles, and also straddles small portions of Mill Creek and Porter Creek, as well as the confluences of those creeks. The acquisition will protect significant wildlife habitat including Coho and steelhead habitat in Mark West Creek. Finally, the acquisition could provide an access point and staging area off Porter Creek Road for a County Regional Park, pending future Board approval. The District will merge the new acreage with the adjacent Cresta property using a lot line adjustment process.

Property Characteristics

The property consists of two, non-contiguous parcels. The parcel next to Porter Creek Road is 1.98 acres and is gently sloping grazing land. The southern parcel is 19.52 acres and contains open meadows, a riparian area along both sides of the three creeks, and a hillside with a mixed oak/Douglas fir woodland. The District will also be granted a five year temporary road easement through the adjacent property, which is also owned by William Cresta, but is not included in the District's purchase. The easement would extend from Porter Creek Road along an existing road, across Porter Creek, and then to the

southern parcel. It will provide access for operations and maintenance of the newly acquired property.

Connecting Communities and the Land

The acquisition of the Cresta II property in fee carries out several policies in the District's acquisition plan. The primary category for this project is the 'Water, Wildlife, and Natural Areas' because it will connect two important protected sections of Mark West Creek, as well as protecting and expanding a significant wildlife habitat corridor, including habitat for endangered Coho Salmon and Steelhead. Under the 'Recreation and Education' category it could provide access to the proposed Mark West Creek Regional Park and Open Space Preserve.

2020 Sonoma County General Plan

The Project conforms to the Sonoma County General Plan 2020. Applicable goals and policies in the Land Use Element and the Open Space and Resource Conservation Element include:

- Policy LU-11f: Encourage conservation of undeveloped land, open space, and agricultural lands, protection of water and soil quality, restoration of ecosystems, and minimization or elimination of the disruption of existing natural ecosystems and flood plains.
- GOAL OSRC-6: Preserve the unique rural and natural character of Sonoma County for residents, businesses, visitors and future generations.
- GOAL OSRC-7: Protect and enhance the County's natural habitats and diverse plant and animal communities, including protection of designated Biotic Habitat Areas (OSRC-7.f., special status species (OSRC 7.1) and maintaining connectivity between natural habitat areas (OSRC 7.5).
- GOAL OSRC- 18: Provide for adequate parklands and trails primarily in locations that are convenient to urban areas to meet the outdoor recreation needs of the population.

District Three-Year Work Plan

The project is consistent with the guiding principles in the Board approved District Work Plan, specifically in protecting highest priority natural resource lands and potential recreational lands. The project is also consistent with the strategies identified in the Work Plan, as it maintains the focus on leveraging District revenues.

Expenditure Plan Consistency

The project is consistent with the District's Expenditure Plan, specifically in protecting areas of biotic significance, including woodlands and forests, wildlife habitat corridors, and lands along creeks and streams critical to protecting fisheries and water quality. In addition, the project provides for acquisition of lands in fee for outdoor public recreation consistent with the property's open space values.

Appraisal Information and Purchase Price

The District signed a purchase contract for acquisition of the property for \$320,000 in July, 2013. A full narrative appraisal was prepared by Andrew Plaine of Andrew C. Plaine & Associates with a date of valuation of January 5, 2013, which concluded a fee value of \$320,000. In addition, the appraiser concluded that the temporary road easement has a value of \$3,000.

At its March 7, 2013 meeting, the District's Fiscal Oversight Commission determined that the purchase price for the Proposed Acquisition is equal to or less than the opinion of value set forth in the Appraisal and will meet the fair market value standard.

Project Funding

The District will contribute \$170,000 towards the purchase price for the acquisition. The balance of the purchase price will come from the Regional Parks Foundation, which was given dedicated funding by neighbor John McCullough to help facilitate the acquisition.

Potential Future Park Use

The District is working with County Regional Parks for the future transfer of properties including the Cresta II property for the Mark West Regional Park and Open Space Preserve. The Cresta II property is essential for this purpose because it provides a potential future main entrance for the park. The park would consist of the District’s adjacent 822.46-acre fee lands, and the addition of the adjacent 275-acre McCullough II property, which is currently under negotiation for purchase.

The District will bring the park project back to the Board when the McCullough II project is ready for approval. If the District is successful at acquiring the McCullough II property, then it will transfer all of the properties at one time to County Regional Parks, and the District will retain a conservation easement and a recreational covenant. In order to utilize the property as a main entrance, Regional Parks would need to construct park entrance and staging area improvements.

Escrow and Closing

The District is under contract to close in March, 2014.

CEQA

The acquisition is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15313(c) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve access to public lands and waters and to preserve the land in its natural condition; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to establish a park and the management plan has not yet been prepared; alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, to allow for restoration of natural conditions, and to preserve open space or lands for park purposes, respectively.

Prior Board Actions:

The Board approved the fee acquisition of the adjacent 340-acre Cresta I property on November, 15, 2007. The Board also approved the fee acquisition of the adjacent 460.96-acre McCullough I property in fee on September 15, 2009.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 320,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 170,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Regional Parks Foundation	\$ 150,000
Total Expenditure	\$ 320,000	Total Sources	\$ 320,000

Narrative Explanation of Fiscal Impacts (If Required):

The total purchase price is \$320,000 with \$170,000 coming from District funds and \$150,000 from the Regional Parks Foundation. The Regional Parks Foundation Board approved the \$150,000 expenditure at its December 13, 2013 meeting.

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. Area map
2. Project map
3. Resolution

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

1. Cresta II appraisal
2. NOE



Date: January 28, 2014

Item Number: _____
Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROVING ACQUISITION OF FEE TITLE TO THE 21.5-ACRE CRESTA II PROPERTY AND A TEMPORARY ROAD EASEMENT FOR A PURCHASE PRICE OF \$320,000; DETERMINING THAT THE ACQUISITION IS CONSISTENT WITH THE 2020 SONOMA COUNTY GENERAL PLAN; AUTHORIZING AND DIRECTING THE EXECUTION OF CERTIFICATE OF ACCEPTANCE; DIRECTING THE PREPARATION OF ESCROW INSTRUCTIONS; AND DIRECTING THE FILING OF A NOTICE OF EXEMPTION IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Whereas, the General Manager has negotiated and is now recommending the purchase of fee title to the Cresta II Property and a temporary road easement, located at 3000 Porter Creek Road, Santa Rosa (APN 079-090-012 (portion)), totaling approximately 21.5-acres (“the acquisition”); and

Whereas, the acquisition fulfills policies of the Water, Wildlife and Natural Areas category of the District’s acquisition plan, *Connecting Communities and the Land*, in that the property protects and connects to existing protected fish and wildlife habitat, including creeks, riparian corridors, and upland habitat; and

Whereas, the acquisition fulfills policies of the Recreation and Education category of the District’s acquisition plan, *Connecting Communities and the Land*, in that the property has the potential to provide access to a large regional park very close to the urban area with a wide diversity of landscapes and recreational opportunities; and

Whereas, acquisition of the Property has the potential to further the social and recreational need of the residents of the County and is therefore in the public interest.

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

1. *Truth of Recitals.* That the foregoing recitations are true and correct.
2. *General Plan Consistency.* That the acquisition is consistent with the 2020 Sonoma County General Plan because the property will ensure the preservation of the fish and wildlife habitat and water quality of Mark West Creek, and ensure that the riparian woodlands, upland woodlands, grasslands and associated habitats are protected in perpetuity. Low-intensity public outdoor recreational use of the property is consistent with preservation of the property's open space values and resources.
3. *Expenditure Plan Consistency.* That the acquisition is consistent with the District's Expenditure Plan, specifically regarding areas of biotic significance, and other recreational open space projects within Sonoma County.
4. *Fair Market Value.* That by its Resolution No. 2013-02, dated March 7, 2013, the Board of Directors of the Sonoma County Open Space Fiscal Oversight Commission determined that the acquisition price does not exceed fair market value of the open space interest being acquired.
5. *Certificate of Acceptance.* That the President of the Board of Directors is authorized and directed to execute, on behalf of the District, the certificate of acceptance required by Government Code 27281.
6. *Escrow Instructions; Necessary Documents.* That the District's Counsel is directed to prepare and deliver appropriate escrow instructions and other necessary documents to Fidelity National Title Company to complete the transaction as described. Upon the satisfactory completion of District's standard due diligence tasks, the General Manager is authorized to sign all closing documents and to execute any other documents necessary to complete this transaction as described, including, without limitation, making any technical, non-substantive changes in the closing documents with the prior approval of the District's Counsel.
7. *Payment of Purchase Price and Costs of Escrow.* That at the request of the General Manager, the County Auditor is directed to draw a warrant or warrants against available funds in the County's Open Space Special Tax Account and the Open Space Authority's fund for the purchase price in an amount not to exceed \$320,000 payable to Fidelity National Title Company (Escrow No. 10-490504495- LQH) and in such other amounts necessary to close escrow, as approved and requested by the General Manager.

8. *California Environmental Quality Act.* That the acquisition authorized by this resolution is exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 and following) pursuant to Section 15313(c) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve access to public lands and waters to preserve the land in its natural condition; alternatively is exempt pursuant to Section 15317 of Title 14 of the California Code of Regulations because the purpose of the acquisition is to maintain the open space character of the area; alternatively is exempt pursuant to Section 15316(a) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to establish a park and the management plan has not yet been prepared; alternatively is exempt pursuant to Section 15325(a), (c) and (f) of Title 14 of the California Code of Regulations because the purpose of the acquisition is to preserve the existing natural conditions, to allow for restoration of natural conditions, and to preserve open space or lands for park purposes, respectively.

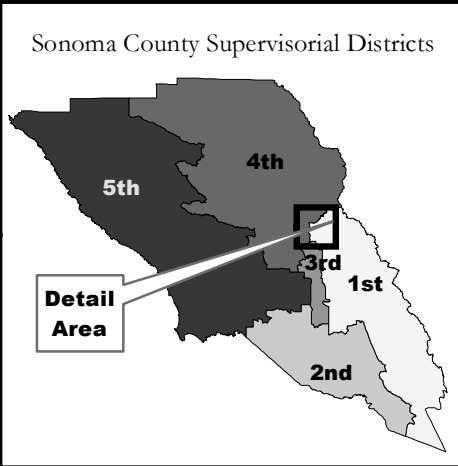
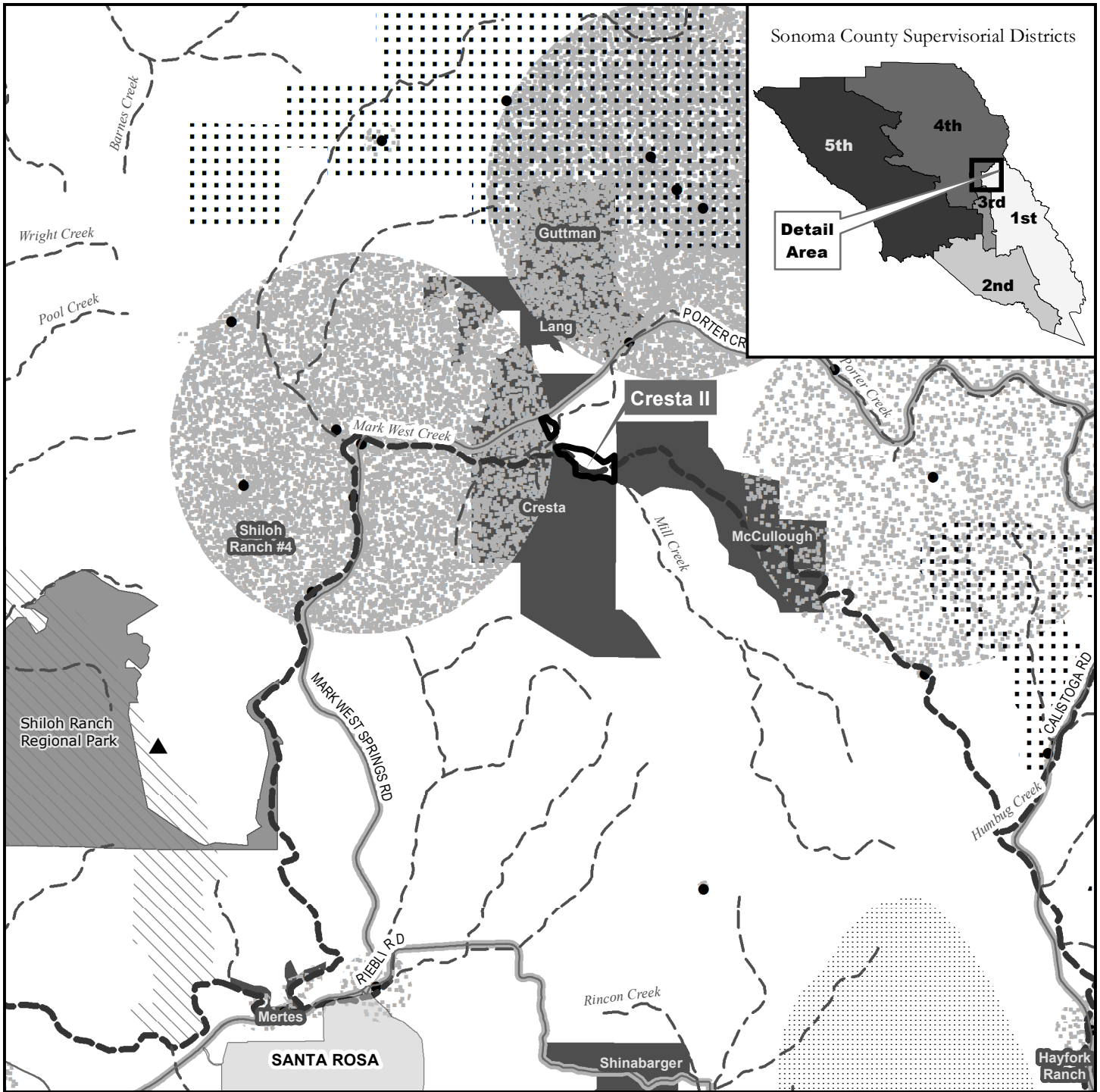
9. *Notice of Exemption.* That, immediately upon the adoption of this resolution, the General Manager is directed to post and to maintain the posting of a notice of exemption pursuant to Public Resources Code Section 21152.

10. *Validation.* The agreement authorized by this resolution is a contract within the definition of Government Code Section 53511 and as such, any action challenging the validity of the contract including the source of funding for the consideration to be paid by this District must be commenced within sixty (60) days of the adoption of this resolution pursuant to Section 863 of the Code of Civil Procedure.

Supervisors:

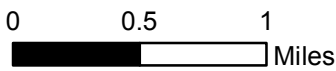
Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.



Cresta II

LOCATION / GENERAL PLAN MAP



Map Date: 12/3/2013
 Sources: Sonoma County GIS Group;
 Sonoma County General Plan 2020,
 Open Space and Resource
 Conservation Element.
 Note: This map is for illustrative
 purposes only. It is not intended to be
 a definitive property description.



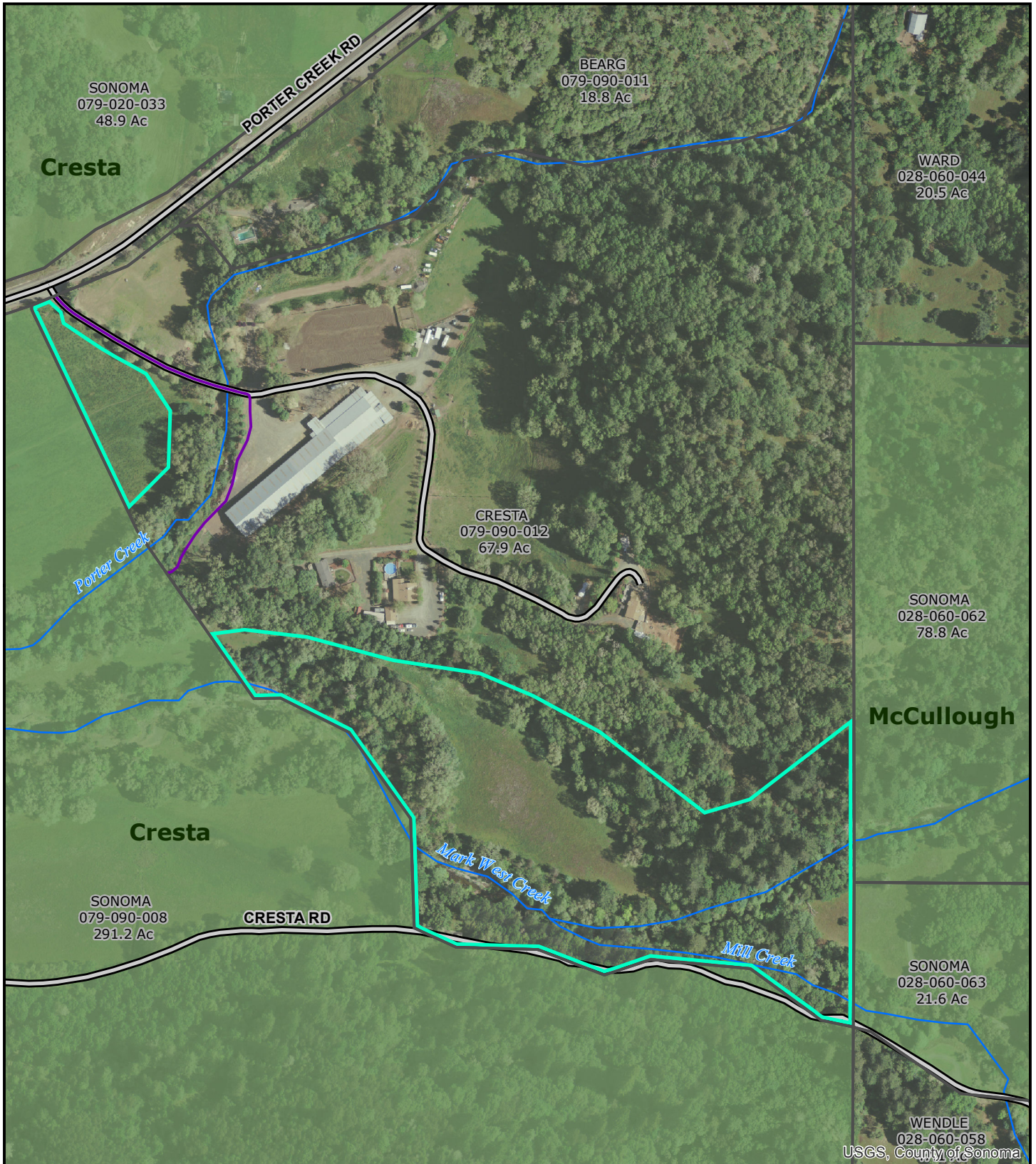
Open Space and Resource Conservation Element

- Cresta II Property
- Incorporated City Land
- District Holding
- Public Land
- SCENIC RESOURCES**
- Community Separator
- Scenic Landscape Unit
- Scenic Corridor
- OUTDOOR RECREATION**
- Planned Future Park

BIOTIC RESOURCES

- Special Status Species
- Sensitive Status Species Habitat
- Marshes and Wetlands *
- Critical Habitat Area
- Habitat Connectivity Corridor *
- Riparian Corridor (Intermittent)
- Riparian Corridor (Perennial)

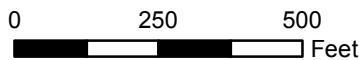
* Not on this map



Cresta II Project Structure 21 Acres in Fee



SONOMA COUNTY
AGRICULTURAL PRESERVATION
AND OPEN SPACE DISTRICT



- Stream
- Road Easement
- Cresta II Fee Acquisition
- District Fee Lands
- Assessor Parcel

Map Date: 12/3/2013 USGS, Sonoma Co (aerial);
SCWA (streams); County GIS ((parcels, roads)
This map is for illustrative purposes and is not
intended to be a definitive property description.



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: Sonoma County Board of Supervisors

Board Agenda Date: January 28, 2014

Vote Requirement: Majority

Department or Agency Name(s): Permit and Resource Management Department

Staff Name and Phone Number:

Ken Ellison 565-1928

Supervisorial District(s):

Second

Title: Use Permit UPE13-0065 for a Materials Recovery Facility at the County landfill for Republic Services of Sonoma County Inc.

Recommended Actions:

- 1) Conduct a public hearing on the request for a Use Permit (UPE13-0065) for a Materials Recovery Facility at the County's Central Disposal Site (a.k.a. landfill); and
- 2) Take a straw vote on the Subsequent Mitigated Negative and Project; and
- 3) Continue the item to a date and time certain for preparation of a final resolution

Executive Summary:

Proposal:

The requested project by Republic Services of Sonoma County Inc. involves the installation and operation of recycling equipment (a.k.a. a material recovery facility or MRF) inside the existing public tipping building at the County Central Transfer Disposal Site (a.k.a. landfill). The recycling equipment to be installed would consist of a slow speed auger/shredder and conveyer belt system along the east and south inside walls of the building, along with additional misters and new doors on the two open bays nearest the auger/grinder to help control dust. Materials to be recycled would include construction debris (C&D), selected public self haul, and other commercial dry route material (i.e. wood, cardboard, mixed paper, concrete, metal, plastic, glass, etc.). Hazardous materials would be prohibited. The majority of this material is already passing through the tipping building on its way to the landfill.

Recycled materials would be sorted into bins, pallets or bails, which would be temporarily stored until pickup under a new 6,500 square foot roofed canopy area on the west side of the building (to be constructed over what is now an asphalt work area). Some of the smallest materials may also be used as alternative daily cover (ADC) on the landfill face as specified in State law.

There would be a maximum of 10 truck round trips per day to deliver recycled materials to offsite

locations. The facility would employ 10 additional workers above the number presently working in the tipping building. The hours of operation for the MRF within the public tipping building would be 7 am to 6:30 pm, 7 days per week. All existing entitlements of the tipping building would continue.

Attached to this Board Summary report is a Board memo which includes a complete project description and plans for the proposed materials recovery facility (including a Subsequent Mitigated Negative Declaration).

Background:

In 1998 the Board certified a Final EIR and approved the Central Disposal Site Improvement Program, which included construction and operation of the public tipping building at the landfill. In 2013 the Board approved the Master Operations Agreement for the transfer of the function and permits related to the operation of the County’s solid waste system to Republic Services of Sonoma County Inc. As part of that agreement, Republic Services of Sonoma County Inc. was required to apply for a Use Permit for a materials recovery facility inside the existing public tipping building subject to review under the provisions of CEQA (California Environmental Quality Act). On September 6, 2013 this application was officially submitted.

Location, General Plan and Zoning:

The County’s Central Disposal Site is located at 500 Meacham Road, Petaluma, on two Assessor Parcels (024-080-019 & 030), totaling approximately 395 acres in Supervisorial District 2. The public tipping building is specifically located on Assessor Parcel 024-080-019, which has a General Plan Designation of Public Quasi Public, and a zoning of Public Facilities with a B7 (Frozen Lot Size) overlay zone.

All properties adjacent to the landfill have General Plan designations of Land Extensive Agriculture with either a 100 or 160 acre density. Further to the east, there is a large area of Rural Residential 5 acre density.

Prior Board Actions:

December 8, 1998 the Board certified the Final EIR for the Central Disposal Site Improvement Program.

December 17, 1998 the Board approved the Central Disposal Site Improvement Program including the construction and operation of the public tipping building.

April 23, 2013 the Board approved the Master Operations Agreement (MOA) for transfer of the functions and permits related to the operation of the County’s solid waste system to Republic Services of Sonoma County Inc. As part of the MOA process, the Board retained original jurisdiction over the Use Permit for a future MRF onsite.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Recycling materials makes more efficient use of resources and generally reduces environmental impacts.

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 Department 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):			
None.			
Attachments:			
Board of Supervisors Memo EXHIBIT A: Draft Conditions of Approval EXHIBIT B: Existing EIR Mitigation Measures Applicable to Project EXHIBIT C: Application and Site Plan EXHIBIT D: Vicinity Map EXHIBIT E: General Plan Map EXHIBIT F: Zoning Map EXHIBIT G: Subsequent Mitigated Negative Declaration			
Related Items "On File" with the Clerk of the Board:			
None.			



+v **COUNTY OF SONOMA**
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

DATE: January 28, 2014 at 2:10 p.m.

TO: Board of Supervisors

FROM: Ken Ellison

SUBJECT: Use Permit (UPE13-0065) for a materials recovery and processing equipment operation/facility (a.k.a. recycling or MRF) for dry waste material inside the existing public tipping building at the County's Central Disposal Site (a.k.a. landfill), and adding doors to two open bays of the existing building, and an approximate 6,500 square foot roofed/canopy storage area addition to the same building (over an existing outdoor asphalt work area), on a portion of parcels totaling approximately 395 acres located at 500 Meacham Road, Cotati, Assessors Parcels 024-080-019 & 030, Supervisorial District 2.

Action Requested of the Board of Supervisors:

The Board is requested to conduct a public hearing on the proposed Use Permit by Republic Services of Sonoma County Inc. for a for a materials recovery and processing equipment operation/facility (a.k.a. recycling or MRF) for dry waste material inside the existing public tipping building at the County's Central Disposal Site (a.k.a. landfill), and adding doors to two open bays of the existing building, and an approximately 6,500 square foot roofed/canopy storage area addition to the same building (over an existing outdoor asphalt work area), on a portion of parcels totaling approximately 395 acres located at 500 Meacham Road, Cotati, Assessors Parcels 024-080-019 & 030, Supervisorial District 2.

Prior Actions:

In 1998 the Board certified a Final EIR and approved the Central Disposal Site Improvement Program, which included construction and operation of the public tipping building at the landfill. In April 2013 the Board approved the Master Operations Agreement (MOA) for the transfer of the function and permits related to the operation of the County's solid waste system to Republic Services of Sonoma County Inc. As part of that agreement, Republic Services of Sonoma County Inc. was required to apply for a Use Permit for a materials recovery facility inside the existing public tipping building subject to review under the provisions of CEQA (California Environmental Quality Act). On September 6, 2013 this application was submitted to PRMD.

Location, Zoning and Project Description:

The County's Central Disposal Site is located at 500 Meacham Road, Petaluma, on two Assessor Parcels (024-080-019 & 030), totaling approximately 395 acres in Supervisorial District 2. The public tipping building is specifically located on the North-East side of Assessor Parcel 024-080-019, which has a General Plan Designation of Public Quasi Public, and is zoned Public Facilities with a B7 (Frozen Lot Size) overlay zone. All properties adjacent to the landfill have General Plan designations of Land Extensive Agriculture with either a 100 or 160 acre density. Further to the east, there is a large area of Rural Residential 5 acre density.

The requested project by Republic Services of Sonoma County Inc. involves the installation and operation of recycling equipment inside the existing public tipping building at the County Central Transfer Disposal Site (a.k.a. landfill). The recycling equipment to be installed would consist of a slow speed auger/shredder and conveyer belt system along the east and south inside walls of the building, along with additional misters and doors on the two open bays nearest the auger/grinder. Materials to be recycled would include construction debris (C&D), selected public self haul, and other commercial dry route material (i.e. wood, cardboard, mixed paper, concrete, metal, plastic, glass, etc.). Hazardous materials would be prohibited. The majority of these materials are already passing through the tipping building on their way to the landfill.

Recycled materials would be sorted into bins, pallets or bails, which would be temporarily stored until pickup under a new 6,500 square foot roofed canopy area on the west side of the building (to be constructed over what is now an asphalt work area). Some of the smallest materials may also be used as alternative daily cover (ADC) on the landfill face as allowed under State law.

There would be a maximum of 10 truck round trips per day to deliver recycled materials offsite. The facility would employ 10 additional workers above the number presently working in the tipping building. The hours of operation for the MRF within the public tipping building would be 7 am to 6:30 pm, 7 days per week. All existing entitlements of the tipping building would continue.

There are many different types and scales of MRF operations in the State that process and store all sorts of different materials. Some deal with relatively hazardous, green or putrescible waste, and/or handle extremely large volumes of materials with high speed automated equipment, and/or have large scale stockpiling onsite both inside and outside. Some of these large scale MRF operations have occasionally been subject to fire or other issues. Unlike those large scale MRF operations, this proposed MRF is a relatively small scale operation given its proposed size, equipment, volume of materials, limited storage area, and limitation on materials recovered to construction debris (C&D), selected public self haul, and other commercial dry route material (i.e. wood, cardboard, mixed paper, concrete, metal, plastic, glass, etc.). No hazardous, putrescible or green waste is proposed to be processed by the MRF.

ISSUES DISCUSSED AT THE PC, BZA PUBLIC HEARING

Issue #1: General Plan Consistency:

The County General Plan designates the site of the public tipping building and proposed MRF as Public Quasi Public (PQP). The PQP land use designation allows a wide range of institutional land uses, and is also generally applied to lands owned by government agencies such as the County. A MRF operation at the County owned landfill is consistent with this land use designation because it serves as a utility on behalf of the public, and the property is owned by the County.

The Zoning of the site of the public tipping building and proposed MRF is PF (Public Facilities) – B7 (Frozen lot size). The PF zoning district section 26-52-040(f) allows subject to obtaining a use permit:

Public utility buildings and public service or utility uses (telecommunication facilities excepted), including but not limited to electrical substations receiving more than one hundred thousand (100,000) volts, service yards, parking lots and sewage and waste water treatment storage and disposal facilities

PF zoning code section 26-52-040(p) also allows

Other nonresidential uses of a similar and compatible nature to those uses described in this section.

A materials recovery facility operation at the County owned landfill is consistent with these zoning sections.

County Integrated Waste Management Plan

With enactment of the California Integrated Waste Management Act of 1989 (AB 939), the State of California required each city and county to prepare a solid waste management planning document that demonstrated reduction of the amount of solid waste landfilled, long-term ability to ensure the implementation of countywide diversion programs, and provision of adequate disposal capacity for local jurisdictions through the siting of disposal and transformation facilities. In Sonoma County, this planning document is known as the Countywide Integrated Waste Management Plan (CoIWMP), and includes a Source Reduction and Recycling Element (SRRE), a Household Hazardous Waste Element (HHWE), Non-Disposal Facility Element (NDFE), and a Siting Element.

In 1995, the Sonoma County Waste Management Agency (SCWMA) was designated a regional agency for the purpose of implementing, monitoring and reporting programs to meet the goals established by AB 939.

There are a number of waste diversion facilities currently operating in Sonoma County, including drop-off centers, buyback centers, reuse facilities, and composting facilities. Since waste diversion facilities, such as drop-off and buyback centers, are used for handling recyclable materials, these are discussed in the CoIWMP. The operation of a MRF is another method of increasing diversion rates to meet the goals of the CoIWMP.

Solid Waste Advisory Group

In December 2009 the Board of Supervisors initiated a three year collaborative process among the Cities, the County and a diverse group of public stakeholders to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The participants in this effort were known as the Solid Waste Advisory Group (SWAG).

The SWAG process recognized the significant challenges facing Sonoma County to make the necessary enhancements to the current waste system to accomplish the policy goals of protecting the environment, increasing diversion, managing our own waste stream in-county, addressing long-term liability, and doing all of this on a cost effective basis for the ratepayers. The SWAG, after a long, transparent and public deliberation arrived at their clear preference for addressing this challenge through a model of public system ownership combined with private sector funding and operations. Their agreed upon goals included:

1. Increased diversion — decreased landfill disposal;
2. Public ownership for "local control" — Private operations for "economic efficiencies";
3. No pre-set volume (put-or-pay) disposal commitments — Supports increased diversion and local flexibility;

4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site;
5. A sustainable rate model that works with high levels of waste diversion;
6. In-county landfill to end reliance on outhaul export of Sonoma County trash;
7. Quantifiable greenhouse gas (GHG) reductions;
8. Ongoing funding for education, household hazardous waste, and other programs; and
9. Ongoing funding source for closed county landfill sites.

On June 12, 2012, based upon the recommendation of the SWAG, the Board of Supervisors directed County staff to negotiate with existing contractors at the Central Landfill and Transfer Stations in developing a long-term Master Operations Agreement (MOA) that would meet both the SWAG's goals for diversion, cost efficiency and local control, as well as address regional unfunded solid waste liabilities. The operation of a MRF in the Public Tipping Building at the County landfill is one part of increasing waste diversion rates and achieving the SWAG goals.

Issue #2: Traffic

Based on a requirement in the MOA, the applicant must divert an additional 55,000 tons of material per year from going into the landfill over what is occurring today. The MRF operation would be part of the diversion strategy. The proposed MRF would process a portion of the existing waste stream currently passing through the public tipping building. Because of this efficiency, the vehicle trips associated with delivery of material to the MRF would not increase. The applicant has indicated the MRF would generate up to 10 new truck round trips daily to deliver the recyclable materials to end-use markets. These trips would typically leave the facility at varying hours throughout the day.

A traffic study was prepared for the Master Operations Agreement (MOA) for the Central Disposal Site (Crane Transportation Group, March 18, 2013). The study included potential traffic generated during the am peak hour by a MRF, including two new outbound trucks during the am peak hour in 2025, and four new outbound truck trips during the same hour by 2040. The traffic study did not address PM peak hours as the landfill closes to the public and does not accept refuse deliveries after 4pm. The traffic study concluded that with implementation of the MOA (which includes the MRF), no new significant traffic impacts would occur.

In order to maintain consistency with the analysis in the traffic study, a new mitigation measure was included in the project's Subsequent Mitigated Negative Declaration which limits outbound truck trips related to transportation of recovered materials from the MRF operations to end-use markets during the am peak hours of 8am to 9 am to the following: Two (2) outbound truck trips up to the year 2025; and four (4) outbound truck trips between the years of 2025 and 2040.

Consistent with the proposal statement, the recommended Conditions of Approval also limit the proposed MRF to a total of ten truck round trips to deliver recyclable materials to end users over the course of the entire day.

The proposed MRF also includes the addition of approximately 10 new employees. Employee trips to the facility will arrive prior to the am peak hour, and therefore not have any significant traffic impacts.

Construction of the MRF and the canopy structure will generate a small amount of temporary additional traffic to the facility. The 1998 EIR for the Central Disposal Site Improvement Program found that other than the landfill expansion itself, construction of all of the other project elements (including construction

of an additional bay on the public tipping building), would not give rise to any significant traffic impacts. This is because the trips from the construction workers will arrive prior to the am peak hour, and the truck trips delivering supplies would be less than one truck round trip per hour. In addition, a mitigation measure was required (Traffic Mitigation Measure No. 2a from the 1998 EIR) which applies to this project, and restricts truck traffic subject to County control from travelling through the intersection of Stony Point Road and Roblar Road between the hours of 7 am – 8:30 am until a signal is installed at that location.

Issue #3: Hazardous Materials/Dust

The 1998 EIR for the Central Disposal Site Improvement Program considered hazards and hazardous waste and dust issues under the Public Health and Safety and Air Quality sections, and identified no impacts that rose to a level of significance related to the Public Tipping Building.

In regard to hazardous materials, the Public Tipping Building is permitted to accept Class III municipal solid waste (MSW), including putrescible and non-putrescible commercial, residential, construction and demolition (C&D), industrial and other non-hazardous waste. The facility does not accept hazardous waste, and this will continue to be enforced with the proposed MRF operation which would be limited to recovering recyclable construction debris (C&D), selected public self haul, and other commercial dry route material (i.e. wood, cardboard, mixed paper, concrete, metal, plastic, glass, etc.) from the waste stream already passing through the building.

The Public Tipping Building has an existing approved Hazardous Materials Plan, which includes a load checking component to screen out prohibited wastes. All operations personnel (i.e. scale house attendant, spotters, equipment operators, etc.) are given a minimum of eight hours of annual training on the recognition of hazardous waste. Waste is screened at the site entrance, then when a vehicle dumps the load at the load checking area, and as it is moved by equipment operators. If any hazardous materials are identified, they are segregated by class, and temporarily stored in hazardous waste lockers until removed to an appropriate facility. Only employees with proper training will handle hazardous waste. Prohibited waste is removed from storage at least every 90 days and transported by a licensed hauler to an approved disposal or recycling facility in accordance with regulatory approved procedures. The MRF operation will add an additional opportunity for screening of prohibited material through the employees stationed on the material recovery sort lines.

In regard to dust issues, an air quality study was prepared for the proposed MRF (Focused Air Quality Impact Analysis for Central Transfer/Processing Facility, Petaluma, California, SCS Engineers, December, 2013)(AQIA). The study concluded that dust and air quality impacts from the proposed operation (including additional dust suppression misters on the MRF equipment and additional overhead misters added to the existing Public Tipping Building mist system) would be lower than BAAQMD (Bay Area Air Quality Management District) thresholds of significance, and Federal OSHA (Occupational Safety and Health Administration) and Cal-OSHA standards.

Issue #4: Noise

The 1998 EIR for the Central Disposal Site Improvement Program considered the noise impacts from the operations at the Public Tipping Building, and found them to be less than significant due to the distance to the nearest receptor, and an intervening ridgeline. The hours of operation for the Public Tipping Building are 7am to 3pm Monday through Saturday for receipt of public refuse; and ancillary

operations/facility operating hours are from 6am to 6:30 pm, seven days a week. The proposed hours of operation for the MRF are 7 am to 6:30 pm seven days a week.

To determine if the proposed MRF operations would result in any potential changes in noise levels, the applicant prepared a noise study (Environmental Noise Assessment, Central Transfer Processing Facility, Facility Improvements Project, Sonoma County, California, Illingworth and Rodkin, November 8, 2013). The noise study conservatively assumed all the MRF equipment was in use continuously during operating hours. In addition, the study assumed that a forklift would be operating and generating additional noise compared to existing public tipping building use. The study concluded that there would be an insignificant increase in noise based on General Plan Noise Element standards.

Construction of the MRF and the canopy structure will also generate a small amount of temporary noise from construction activities. The 1998 EIR for the Central Disposal Site Improvement Program found that construction of the Public Tipping Building would not result in a noise impact to the nearest receptor. Given that the proposed minor addition is substantially less than that analyzed in the 1998 EIR, and the short term duration of the work, the construction activities are not expected to result in any significant noise impacts.

Issue #5: Fire

Presently, waste materials of all types (including potentially flammable ones such as wood, paper, plastics, cardboard, etc.) entering the public tipping building are dumped on the floor, screened again for toxic materials, pushed by bulldozer to the back of the building, crushed by bulldozers running over them, and then pushed to a vertical chute where they are deposited into a transfer trailer for transport to the landfill for disposal (or other appropriate location). The public tipping building itself is a simple metal structure with open bays on one side and a concrete floor, which is separated from any other buildings or significant vegetation by a considerable distance of pavement. All fire codes for the existing building/use have been met, and a standard fire safety plan is required to be kept in place at all times for the Public Tipping Building.

Waste loads being sorted by the MRF operation will also include some of the same potentially flammable materials such as wood products, paper, plastics, cardboard, etc. These materials would also be dumped on the floor, screened again for toxic materials, separated from the normal waste materials and loaded into/onto the slow speed auger/shredder and conveyor belt for sorting and placement into appropriate recycle bins/pallets/bails/bunkers. Bins/bunkers containing potentially flammable materials would have to be made of metal or other inflammable material. Once full, bins'/pallets/bails would be temporarily stored in the building or under the canopy until pickup and shipment offsite. All fire codes would continue to be met, including sprinklers to be installed as part of the canopy addition, and the fire safety plan updated and maintained as necessary. Given the above no significant fire safety issues were identified by the project's Subsequent Mitigated Negative Declaration.

Issue #6: Odors

Most green or putrescible waste goes directly to the composting operation at the Central Disposal Site or the face of the landfill itself. However, a small amount of green or putrescible waste does pass through the public tipping building mixed into other loads. Under the existing Solid Waste Facility Permit (SWFP) regulating the public tipping building, all solid waste entering the facility shall be removed from the facility within 24 hours of receipt, excluding holidays and Sundays or as approved by the Local

Enforcement Agency (LEA). In no instance shall waste remain on the transfer/processing floor for more than 48 hours without prior LEA approval. These requirements have historically prevented significant odor issues with the public tipping building operation. Other areas of the landfill such as the composting operation have had some odor issues.

Waste loads being sorted by the MRF operation may also occasionally contain a small amount of green or putrescible waste. Such materials would pass through the public tipping building in the same manner as they presently do, and typically be removed from the site within 24 hours. The MRF equipment will have a misting system, and additional overhead misters will be added to the public tipping building, which will reduce dust which may carry odors. Given the above no significant odor issues were identified by the project's Subsequent Mitigated Negative Declaration.

Issue #7: Alternative Daily Cover

Some of the smallest materials recovered by the MRF operation (a.k.a. fines) may also be used as alternative daily cover (ADC) on the active landfill face. The purpose of such cover is to temporarily reduce dust/odors from the landfill at the end of each day. A new layer of waste materials would go on top of the cover the next day, until the maximum fill height of that section of the landfill is reached, and then permanent cap materials are placed down. The transport of the ADC materials (fines) from the MRF operation in covered containers to the active face of the landfill, and the spreading of the ADC, is managed according to California Code of Regulation (CCR) Title 27 regulations and LEA requirements for this material, including dust control as needed. The sites existing Dust Control Plan shall continue to apply to the entire facility, including the spreading of the ADC (fines) from the MRF.

Issue #8: Well Offset

The additional misters for dust suppression, and the addition of up to 10 more employees at the site is expected to use up to 750 gallons of water a day. The applicant has proposed offsetting 100% of this additional water use by a number of methods, including reutilizing the water in the onsite sediment ponds for existing dust suppression activities that occur on driveway areas and other areas as needed at the landfill. This water would normally evaporate or be drained to a tributary of Stemple Creek. Each watering truck holds approximately 4,000 gallons and so would more than offset the 750 gallons of water to be used by the MRF operation.

Issue #9: Existing 1998 EIR Mitigation Measures

The 1998 EIR for the Central Disposal Site Improvement Program includes a number of existing mitigation measures that are generally applicable to the Public Tipping Building and this project through both contractual obligations in the MOA and the recommended conditions of approval. These mitigation measures can be seen in Exhibit B attached, and include requirements related to geologic, water, air, fire and noise concerns.

List of Attachments:

- EXHIBIT A: Draft Conditions of Approval
- EXHIBIT B: Existing EIR Mitigation Measures Applicable to Project
- EXHIBIT C: Application and Site Plan
- EXHIBIT D: Vicinity Map
- EXHIBIT E: General Plan Map

January 28, 2014
File No. UPE13-0065
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EXHIBIT F: Zoning Map
EXHIBIT G: Subsequent Mitigated Negative Declaration

EXHIBIT A
Conditions of Approval

Date:	January 28, 2014	File No.:	UPE13-0065
Applicant:	Republic Services of Sonoma County Inc.	APN:	024-080-019 & 030
Address:	500 Meacham Road, Petaluma		

Project Description: Use Permit for a materials recovery and processing equipment operation/facility (a.k.a. recycling or MRF) for dry waste material inside the existing public tipping building at the County's Central Disposal Site (a.k.a. landfill), and adding doors to two open bays of the existing building, and an approximate 6,500 square foot roofed/canopy storage area addition to the same building (over an existing outdoor asphalt work area), on a portion of parcels totaling approximately 395 acres located at 500 Meacham Road, Cotati, Assessors Parcels 024-080-019 & 030, Supervisorial District 2.

Prior to vesting this Use Permit, evidence must be submitted to the file that all pre-operational conditions have been met.

BUILDING:

1. The applicant shall apply for and obtain building related permits from the Permit and Resource Management Department. The necessary applications appear to be, but may not be limited to, site review, electrical and building permits.

HEALTH:

"The conditions below have been satisfied BY _____ DATE _____

PRIOR TO BUILDING PERMIT AND VESTING THE USE PERMIT:

Water:

2. Prior to building permit issuance and vesting the Use Permit, the applicant shall provide the Project Review Health Specialist with the bacteriological (E. Coli and total coliform) arsenic and nitrate analysis results of a sample of the well water tested by a California State-certified lab. If the analysis shows contamination, the applicant will be required to treat the well per County requirements and re-test the well. If the contamination cannot be cleared from the well, destruction under permit of this department may be required. Copies of all laboratory results must be submitted to the Project Review Health Specialist.
3. The applicant shall work with the County to apply for any needed modifications to the water supply permit from the State Department of Public Health, Office of Drinking. Prior to the issuance of building permits, documentation of compliance must be submitted to the Project Review Health Specialist, or the Office of Drinking Water may e-mail clearance directly to PRMD.
4. If a Water Supply Permit is required, then the water supply well is required to have a 50-foot annular seal prior to vesting the Use Permit. Annular seals are installed at the time of construction of the water well, and are very difficult (and sometimes impossible) to retro-fit in an economic manner. If documentation of a 50-foot annular seal cannot be obtained, then a new water well may be required.

Septic:

5. Prior to building permit issuance and vesting the Use Permit, the applicant shall have a capacity/wastewater flow analysis and proper functioning of the wastewater system inspection completed by a Registered Civil Engineer or Registered Environmental Health Specialist

regarding the existing septic system's ability to accommodate the peak flows from all sources granted in the Use Permit and any additional sources from the parcel where the septic system lacks sufficient design capacity consistent with PRMD Policy 9-2-31.

Any necessary system expansion or modifications, and demonstration of reserve areas, shall be done under permit and the current standards from the PRMD Well and Septic Section and may require both soils analysis and groundwater and percolation testing. If a permit for a standard, innovative or experimental sewage disposal system sized to meet all peak flows cannot be issued, then the applicant shall revise the project (fees apply and a hearing may be required) to amend the Use Permit to a reduced size, not to exceed the on-site disposal capabilities of the project site and attendant easements. The Project Review Health Specialist shall receive a final clearance from the Well and Septic Section that all required septic system testing and design elements have been met.

6. Toilet facilities shall be provided for patrons and employees prior to vesting the Use Permit.

OPERATIONAL REQUIREMENTS:

Water:

7. A safe, potable water supply shall be provided and maintained. The applicant shall offset a minimum of 750 gallons of well water use per day by one or more methods, including, but not limited to, using water from the Central Disposal Site sedimentation ponds for dust suppression at the Central Disposal Site.

Septic:

8. Maintain the Annual Operating Permit for any alternative (mound or pressure distribution) or experimental sewage disposal system installed per Sonoma County Code 24-32, and all applicable Waste Discharge Requirements set by the Regional Water Quality Control Board.
9. Use of the on-site wastewater disposal system shall be in accordance with the design and approval of the system.
10. All future sewage disposal system repairs shall be completed in the Designated Reserve areas and shall meet Class I Standards. Alternate reserve areas may be designated if soil evaluation and testing demonstrate that the alternative reserve area meets or exceeds all of the requirements that would have been met by the original reserve area. If wastewater ponds or a package treatment plant are needed, then a modification of the Use Permit may be required, as determined by PRMD.
11. When accessory portable toilets (portable toilets above the required bathroom/septic system capacity) are provided, they shall meet the following minimum requirements:
 - a. An adequate number of portable toilets shall be provided, but in no case shall the number of portable toilets be less than one toilet per one hundred (100) employees and visitors per day for day use.
 - b. Portable hand washing facilities shall be provided with all portable toilets used for serving visitors or the public.
 - c. Portable toilets shall be serviced as needed, but in no case less than once every seven days.
 - d. The applicant shall provide an accessible portable restroom on the job site where required by Federal, State or local law, including but not limited to, requirements imposed under OSHA, the Americans with Disabilities Act or Fair Employment and Housing Act.

- e. If complaints are received by PRMD regarding the number of available portable toilets that PRMD deems a valid complaint, the applicant or current operator of the Use Permit shall increase the number of portable toilets and/or increase the frequency of maintenance of the portable toilets as directed by PRMD based on County standards. The property owner and/or his agent(s) are expected to maintain portable toilets and hand washing units so that:
 - i) The holding tank does not leak or overflow.
 - ii) Toilet paper is promptly replaced when the dispenser runs out.
 - iii) Water, paper towels and soap are promptly replaced when the hand washing units run out.
 - iv) The wait to use a portable toilet shall not be so long that people use alternatives to sanitary restroom facilities.
 - v) Reliance upon portable toilets shall not create a public nuisance.

Hazardous Materials:

- 12. Comply with applicable hazardous waste generator and AB2185 (Hazardous Materials Handling) requirements and maintain any applicable permits for these programs from the Hazardous Materials Division of Sonoma County Department of Emergency Services. The existing operations in the Public Tipping Building shall continue, including a load checking program designed to detect, remove and deter attempts to dispose of prohibited wastes, including hazardous materials, and details employee training on how loads are checked for prohibited waste, and waste handling procedures. All operations personnel (i.e. scale house attendant, spotters, equipment operators, etc.) are given a minimum of eight hours of annual training on the recognition of hazardous waste. Waste is screened at the site entrance, when a vehicle dumps the load at the load checking area, and finally by heavy equipment operators moving the material on the tipping floor for loading to move to the landfill. In addition, the operations must follow all applicable OSHA and Cal OSHA workplace safety regulations, regarding the handling of hazardous materials, and exposure to toxic substances, including lead and asbestos.

Noise:

- 13. Noise shall be controlled in accordance with Table NE-2 (or an adjusted Table NE-2 with respect to ambient noise as described in General Plan 2020, Policy NE-1c,) as measured pursuant to General Plan standards:

TABLE NE-2: Maximum Allowable Exterior Noise Exposures

Hourly Noise Metric ¹ , dBA	Daytime (7 a.m. to 10 p.m.)	Nighttime (10 p.m. to 7 a.m.)
L50 (30 minutes in any hour)	50	45
L25 (15 minutes in any hour)	55	50
L08 (4 minutes 48 seconds in any hour)	60	55
L02 (72 seconds in any hour)	65	60
¹ The sound level exceeded n% of the time in any hour. For example, the L50 is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L02 is the sound level exceeded 1 minute in any hour.		

- 14. If noise complaints are received from nearby residents that PRMD deems valid based on County

standards, then the applicant shall conduct noise monitoring to determine if the current operations meet noise standards and identify any additional noise reduction measures necessary. A copy of the noise monitoring report shall be submitted to the Project Review Health Specialist within sixty days of notification from PRMD that a valid noise complaint based on County standards has been received. The owner/operator shall implement any additional noise reduction measures needed to meet noise standards.

15. The applicant shall apply for, obtain, and meet all conditions of the required State Solid Waste Facilities Permit (SWFP) from the Local Enforcement Agency (County Health). The SWFP shall be maintained in good standing at all times.

Smoking:

16. Smoking is prohibited at any service area (including entry lines) and in any enclosed area that is a place of employment (Sonoma County Code 32-6). "No Smoking" signs shall be conspicuously posted at the point of entry into every building where smoking is prohibited by Chapter 32 of the Sonoma County Code. The California Health and Safety Code (section 113978) also requires the posting of "No Smoking" signs in all food preparation areas, all retail food storage areas, and all food utensil washing areas. Note that Health and Safety Code section 113781 definition of food includes any beverage intended for human consumption.
17. A "Designated Smoking Area" may be established in unenclosed areas consistent with Sonoma County Code section 32-3. Designated Smoking Areas must be at least 25 feet away from any building or area where smoking is prohibited, must be conspicuously identified by signs as a smoking area, and shall be equipped with ash trays or ash cans.

TRANSPORTATION AND PUBLIC WORKS:

"The conditions below have been satisfied BY _____ DATE _____

18. Prior to issuance of any building permit, which results from approval of this application, a development fee (Traffic Mitigation Fee) shall be paid to the County of Sonoma, as required by Section 26, Article 98 of the Sonoma County Code.

PLANNING:

"The conditions below have been satisfied BY _____ DATE _____

19. This Use Permit (UPE13-0065) is for a materials recovery and processing equipment operation/facility (a.k.a. recycling or MRF) for dry waste material inside the existing public tipping building at the County's Central Disposal Site (a.k.a. landfill), and adding doors to two open bays of the existing building, and an approximate 6,500 square foot roofed/canopy storage area addition to the same building (over an existing outdoor asphalt work area), on a portion of parcels totaling approximately 395 acres located at 500 Meacham Road, Cotati, Assessors Parcels 024-080-019 & 030, Supervisorial District 2.

Additional overhead misters at the north side building openings, and misters at localized points in the material processing system shall be installed to supplement the public tipping building's existing misting system for odor and dust control. The additional roof canopy structure being added to the Public Tipping Building shall have a roof line lower than the existing building, and be of the same architecture and color.

The MRF shall be limited to no more than ten (10) haul truck round trips per day delivering recyclables and other reuse materials to off site end use markets. The hours of operation for the MRF within the public tipping building shall be 7 am to 6:30 pm, 7 days per week. The MRF

operation shall be limited to 10 (ten) additional employees over the current numbers operating the tipping building. The two new roll up doors being added to the east end of the public tipping building shall be kept closed when the MRF slow speed auger/shredder is operating, except one door may be briefly opened to accept delivery of materials.

The MRF use shall be operated in accordance with the proposal statement and site plans located in file UPE13-0065 as modified by these conditions. Expansion of the MRF use beyond what is permitted by the proposal statement, plans and these conditions without obtaining an approved modification to this permit shall constitute a violation of this permit. Upon written request from the County or its designee, the applicant shall provide within ten work days written or electronic documentation of the actual uses on site for purposes of verifying compliance with this condition.

The approval of this application (UPE13-0065) is in addition to all existing entitlements at the Central Disposal Site and public tipping building.

20. **Mitigation Measure**

The applicant shall limit outbound truck trips related to transportation of recovered materials from the MRF operations to end-use markets during the am peak hours of 8am to 9 am to the following: Two (2) outbound truck trips up to the year 2025; and four (4) outbound truck trips between the years of 2025 and 2040.

Mitigation Monitoring:

The applicant shall keep a written or electronic record of the number of outbound truck trips during the hours of 8am to 9am related to transportation of recovered materials from the MRF operations to end-use markets. At the written request of PRMD, the applicant shall provide such records to the County within ten working days.

21. This "At Cost" entitlement is not vested until all permit processing costs are paid in full. Additionally, no grading or building permits shall be issued until all permit processing costs are paid in full.
22. The applicant shall pay all applicable development fees prior to issuance of building permits or beginning operation of the use.
23. Development on this parcel is subject to the Sonoma County Fire Safe Standards and shall be reviewed and approved by the County Fire Marshal/Local Fire Protection District. Said plan shall include, but not be limited to: emergency vehicle access and turn-around at the building site(s), addressing, water storage for fire fighting and fire break maintenance around all structures. Prior to occupancy, written approval that the required improvements have been installed shall be provided to the Permit and Resource Management Department from the County Fire Marshal/Local Fire Protection District.
24. The applicant shall pay within five (5) days after approval of this project to the Permit and Resource Management Department a mandatory Notice of Determination filing fee of \$50 for County Clerk processing (check shall be made payable to Sonoma County Clerk and submitted to the Permit and Resource Management Department), and
1. _____ No additional fee because the project is exempt from Fish and Game fee.
 2. _____ \$850 because an EIR was prepared, for a total of \$885.
 3. X \$2,156.25 (or latest fee in effect at time of payment) because a Subsequent Mitigated Negative Declaration was prepared, for a total of \$2,206.25

This fee must be paid or the approval of this project is not valid.

25. All recycled materials delivered to and stored on site shall be covered and enclosed within the MRF structure/canopy. Any containers provided for recyclable materials shall be of sturdy,

- rustproof construction, shall have sufficient capacity to accommodate materials collected, and shall be secure from unauthorized entry or removal of materials. Storage containers for flammable material shall be constructed of nonflammable material. Loose materials shall be baled, palletized or placed in containers or storage bunkers within 24 hours of delivery to the site. Any green or putrescible waste that enters tipping building related to the MRF shall be removed within 24 hours. Recycled materials being taken out of the building/canopy for pickup purposes shall be loaded as quickly as practical to minimize any potential exposure to rain.
26. The site shall be maintained free of litter and any other undesirable materials, will be cleaned of loose debris on a daily basis, and will be secured from unauthorized entry and removal of materials when attendants are not present.
 27. The facility will be clearly marked with the name and phone number of the facility operator and the hours of operation. All signage shall be subject to review and approval by the Sonoma County Permit and Resource Management Department.
 28. Prior to final of building permits or operation of the use, the tree planting program on the north side of the property shall be completed to the satisfaction of the Sonoma County Permit and Resource Management Department. A mixture of one to fifteen gallon tree sizes (including a evergreen trees) shall be used. Trees shall be maintained in a healthy state and replaced as necessary.
 29. Exterior lighting shall be low mounted, downward casting and fully shielded, utilize motion detection systems where applicable and not “wash out” onto adjacent properties or into the sky. Lighting shall not be mounted above the roofline of the building and lighting under the canopies shall be fully shielded and directed downward. Flood lights are not permitted.
 30. All emissions of fumes, smoke, dust, particulate matter or odor shall comply with the latest rules and regulations of the Bay Area Air Quality Management District. Any such violation, once verified by the County, shall constitute a violation of this permit.
 31. Any drainage water collected in the MRF building holding tanks shall be removed from the site and disposed of at a facility legally authorized to accept such liquids.
 32. The transport and spreading of the fines collected from the MRF operation shall be transported in covered containers and managed according to California Code of Regulation (CCR) Title 27 regulations and LEA (Local Enforcement Agency) requirements for this material, including dust control as needed. The sites existing Dust Control Plan shall continue to apply to the entire facility, including the spreading of the fines as ADC (Alternative Daily Cover), and the MRF.
 33. The current SWFP (Solid Waste Facilities Permit) for the tipping building includes conditions to reduce potential odor impacts, including complaint logging, restrictions on length of time waste can be stored, and restrictions on the maximum pile size. All conditions of the SWFP shall continue to be met.
 34. All mitigation measures and monitoring requirements of the 1998 EIR for the Central Disposal Site Improvement Program, which included the construction and operation of the public tipping building, shall continue to be met. If a conflict arises between interpretation of the 1998 EIR mitigations and the Conditions of Approval of this Use Permit, the more restrictive of the two shall apply.
 35. Any proposed modification, alteration, and/or expansion of the use authorized by this Use Permit shall require the prior review and approval of the Permit and Resource Management Department or the Board of Zoning Adjustments, as appropriate. Such changes may require a new or modified use permit and additional environmental review.
 36. In addition to any other remedy allowed by law or this permit and in the County's sole discretion,

this permit shall be subject to revocation or modification by the Board of Zoning Adjustments (BZA) if: (a) a Sonoma County Administrative Abatement Hearing Officer or the BZA finds that there has been noncompliance with any of the conditions or (b) the BZA finds that the use for which this permit is hereby granted constitutes a nuisance. Any such revocation shall be preceded by a public hearing noticed and heard pursuant to the applicable provisions of the Sonoma County Code.

In any case where a Use Permit has not been used within two (2) year after the date of the granting thereof, or for such additional period as may be specified in the permit, such permit shall become automatically void and of no further effect, provided however, that upon written request by the applicant prior to the expiration of the two year period the permit approval may be extended for not more than one (1) year by the authority which granted the original permit pursuant to Section 26-92-130 of the Sonoma County Code.

37. The Director of PRMD is hereby authorized to modify these conditions for minor adjustments to respond to unforeseen field constraints provided that the goals of these conditions can be safely achieved in some other manner. The Applicant must submit a written request to PRMD demonstrating that the condition(s) is infeasible due to specific constraints (e.g. lack of property rights) and shall include a proposed alternative measure or option to meet the goal or purpose of the condition. The director of PRMD shall consult with affected departments and agencies and may require an application for modification of the approved permit. Changes to conditions that may be authorized by the Director of PRMD are limited to those items that were not adopted as mitigation measures or that were not at issue during the public hearing process. Any modification of the permit conditions shall be documented with an approval letter from the Director, and shall not affect the original permit approval date or the term for expiration of the permit.

Exhibit B

Existing Mitigations from the 1998 EIR Related to the Public Tipping Building

Geology Mitigation Measure No.4. The Storm Water Pollution Prevention Plan will be revised to address all facilities existing and proposed for the Central Disposal Site. The plan will be submitted to the Regional Water Quality Control Board, and at the minimum will include:

- A. A description of the critical features of the erosion control system, including the sediment ponds, and drainage ways, along with a description and schedule for routine maintenance of these features.
- B. A construction schedule for the various components of the erosion control system. The critical components of the drainage ways and sediment ponds must be in place prior to constructing the East or West Canyon landfill expansions, and prior to constructing the household hazardous waste facility or other facilities proposed for the upper part of the East Canyon drainage.
- C. A requirement to vegetate side slopes and waste-fill slopes. Temporary and permanent vegetative cover will be established as soon as possible on side slopes and waste-fill slopes. To protect the slopes prior to vegetation establishment, a mulch, consisting of straw or wood fiber will be applied at the time of seeding. A tackifier shall be applied with the mulch as needed to prevent loss of the mulch due to wind or water movement. Sample specifications for revegetating disturbed areas shall be included, including a description of the types of areas to be revegetated, the equipment and procedures to be used, and the time of year the seeding is to be done. For areas where an erosion potential exists but it is not practical to establish vegetation, specifications for placing mulch or temporary covers shall be included.
- D. Specifications for construction features to reduce erosion. These shall include benches on slopes to intercept sheet flow and shorten drainage paths, protective linings (e.g. riprap, concrete, grass, erosion control mats) on interim and final drainage ways, and energy dissipaters at inlets and outlets of sediment ponds and outlets of culverts.
- E. Best Management Practices for construction and operation of the various facilities and the landfill expansion areas. This includes miscellaneous grading and removal of cover soil from all parts of the Central Disposal Site property.
- F. Specifications for watering roads, borrow areas, and construction areas to control wind erosion.
- G. An inspection and/or maintenance schedule for critical parts of the sediment control system, including the sediment ponds and drainage ways.
- H. A schedule for winterizing the site that will ensure that critical work is done prior to October 15 each year.

Water Resource Mitigation Measure No. 3. Prior to construction, a spill prevention plan will be prepared for each project component. The plan will identify procedures for refueling equipment, performing equipment maintenance and repair, and storing construction materials that will minimize the potential for spills. The plan will require that any explosives spilled during the loading of the blasting

holes be cleaned up prior to detonating the explosives. Equipment refueling areas will be designated and restricted to locations where spills could be contained. The plan will include contingency measures to be used to contain and clean up spills and procedures for disposal of used or spilled materials.

Air Quality Mitigation Measure No. 1. The Integrated Waste Division will revise its present dust control plan to reduce dust emissions from construction and operation of the new facilities at the Central Disposal Site. The plan will be in place prior to beginning construction of any of the facilities. At a minimum, the plan will contain the following features:

1. Construction areas will be watered as needed to control dust.
2. Water or other dust suppressants will be used on unpaved haul roads.
3. Watering will be done more frequently when wind speeds exceed 15 mph.
4. Dirt stockpiles will be watered or otherwise protected with a dust suppressant.
5. Vehicle speeds will be limited to 15 mph on unpaved haul roads
6. Integrated Waste Division staff will monitor the condition of the main access road to the site, including its intersection with Mecham Road. The pavement will be cleaned by washing or sweeping whenever it is apparent that sufficient soil has been tracked or spilled on the pavement to cause substantial dust.
7. To the extent possible, the contractor shall be required to remove all loose dirt and loose overburden material from the blasting area prior to drilling the blast holes.
8. As directed by the County engineer, the contractor shall spray water over blast areas prior to blasting.
9. The contractor shall be prohibited from loading explosives in blast holes and conducting a blast when the wind speed on the site exceeds 20 mph.
10. The rock crusher shall be equipped with a spray mister, or incorporate some other equally effective measure to control dust.

Air Quality Mitigation Measure No. 2a. Contracts for construction and operation of the landfill expansion and other facilities at the Central Disposal Site will require contractors to limit idling time of diesel equipment to 10 minutes when practical. Contracts will also require that equipment be serviced at regular intervals to keep engines operating within parameters that will prevent excessive emissions.

Air Quality Mitigation Measure No. 2b. Contracts for construction and operation of the various facilities at the Central Disposal Site will include incentives for using electric motors instead of internal combustion engines in stationary equipment. When the landfill gas fuel facility has been constructed, subsequent contracts for operations of the facilities will also include incentives for converting internal combustion engines to use natural gas fuel.

Public Health and Safety Mitigation Measure 4. Prior to construction of any new building on the Central Disposal Site, plans shall be reviewed for compliance with applicable fire codes by the Sonoma County Permit and Resource Management Department Building Inspection Division and the Rancho Adobe Fire District.

The Integrated Waste Division will consult with the Rancho Adobe Fire District and will revise the existing fire prevention plan to include the proposed new or expanded facilities. Upon approval of the fire prevention measure by the Rancho Adobe Fire District, the fire prevention plan will be included in the Joint Technical Document. At minimum the plan will include description of the following:

1. Amount of water storage available for fire fighting.
2. Numbers, locations, and description of all fire hydrants and fire fighting equipment on the site.
3. Procedures for fighting a fire on site, including operation of fire extinguishers, hoes, retardants, and use of water trucks and heavy equipment to extinguish garbage fires.
4. Responses to fire incidents, including procedures for denying entry, evacuating the site, notifying emergency responders, and notifying nearby residents.

Noise Mitigation Measure No. 2a. Construction activities at the sites for the household hazardous waste facility, gas fuel facility, public dumping area, and recycle/reuse facility will be restricted to the hours between 7 a.m. and 5 p.m. on weekdays, and 9 a.m. to 5 p.m. on weekends or holidays.

Noise Mitigation Measure No. 2b. The integrated Waste Division will require that all construction vehicles and equipment be equipped with functioning and properly maintained muffler systems, including intake silencers where necessary.

Noise Mitigation Measure No. 2c. Construction equipment or materials storage areas shall be located as far away as practicable from residences.

Noise Mitigation Measure No. 2d. The integrated Waste Division will include noise as an evaluation criterion during facility design and when purchasing new equipment and vehicles for use at the Central Disposal Site.

Planning Application

PJR-001

File#: UPE13-0065

Type of Application:

- | | | | |
|---|--|---|--------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Comm./Ind. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Compliance | <input type="checkbox"/> Design Review Signs | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Second Unit Permit | |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Specific/Area Plan Amendment | |
| <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Major Subdivision | <input checked="" type="checkbox"/> Use Permit | |

Applicant (Contact Person):

Republic Services of Sonoma County, Inc. - Rick Downey
Name
500 Mecham Road
Mailing Address
Petaluma CA 94952
City/Town State Zip
707-795-1693
Phone Fax
rdowney@republicservices.com
email
Signature *[Signature]* Date 9-5-13

Owner, if other than Applicant:

County of Sonoma - Susan Klassen
Name
2300 County Center Drive Suite B100
Mailing Address
Santa Rosa CA 95403
City/Town State Zip
707-565-2231
Phone Fax
Susan.Klassen@sonoma-county.org
email
Signature *[Signature]* Date 9/5/13

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

Project Information:

Address(es) Central Transfer/Processing Facility - 500 Mecham Road City/Town Petaluma 94952
Assessor's Parcel Number(s) APN's 024-080-019 and 024-080-030 Acreage 14.37

Project Description: (See Attached Proposal Statement & Project Description)
(Please attach additional sheet(s) if needed)

Site Served by Public Water? Yes No Site Served by Public Sewer? Yes No Number of new lots proposed N/A

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff
Planning Area: 8 Supervisorial District: 2 Current Zoning: PE, B7, LEA B6-160^{ac, 7} General Plan Land Use: PQA / LEA 1
Specific Plan: S.P. Land Use: Needs CEQA Review? yes no

Commercial/Industrial Uses: (Enter numbers where applicable)
Bldg. sq. ft. Existing: Proposed: Existing Employees: New Employees:
New Manufactured Homes: New Units For Sale: New Units For Rent: Density Bonus Units:

Violation? yes no; Application-resolve-planning-violation? yes no; Penalty applicable? yes no; Civil Penalty Factor N/A

Previous Files: none
Application accepted by KEN ELLISON Date 9/6/2013

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue * Santa Rosa, CA * (707) 565-1900 * Fax (707) 565-1103

Supplemental Application Information

Existing use of property: Solid waste tipping, transfer and material recovery facility for commercial, residential, construction & demolition, and public self-haul municipal solid waste and recyclable materials. Acreage: 14.37

Existing structures on property: Main transfer building and ancillary support structures (See attached drawings)

Proximity to creeks, waterways and impoundment areas: (See Attached Site Plan)

Vegetation on site: Native grasses

General topography: Rolling hills & open range land

Surrounding uses to (Note: An adjoining road is not a use.)
 North: Dairy Farm - Agricultural Land South: Dairy Farm - Agricultural Land
 East: Dairy Farm - Agricultural Land West: Dairy Farm & residential subdivision

New structures proposed (size, height, type): Building enclosure and addition of vehicle roll-up doors in two of the currently open bays on the North side of the transfer building. Addition of a roof canopy on the West side of the building. Addition of Recycling equipment inside the transfer building. (See attached drawings).

Number of employees: Full time: see project description Part time: see project description Seasonal: _____

Operating days: Public-(Mon-Sat) Operations-(Mon-Sun) Hours of operation: Public-(7am-3pm) Operations-(6am-6:30pm)

Number of vehicles per day: Passenger: see project description Trucks: see project description

Water source: Individual Well - PWS NO. 4901212 Sewage disposal: Septic system

Provider, if applicable: Well owner - County of Sonoma Provider, if applicable: _____

New noise sources (compressors, power tools, music, etc.): New recycling processing equipment to be installed inside the transfer building (See attached drawings and equipment specifications).

Grading proposed: Amount of cut (cu. yds.): N/A Amount of fill (cu. yds.): N/A Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes _____ No X If Yes, indicate area of disturbance(acres): N/A

Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.):
 (Please refer to the 2012 Storm Water Pollution Prevention Plan (SWPPP) for the Central Disposal Site for a complete description)

Vegetation to be removed: N/A

Will proposal require annexation to a district in order to obtain public services: Yes _____ No X

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes X No _____

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes X No _____

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): Existing- Two-100,000 gallon water storage tanks, fire hydrants, wet fire suppression system in main building and proposed in bale storage addition- heat activated sprinklers, hand extinguishers, emergency access, fire prevention and evacuation plans in place

**Central Transfer/Processing Facility
Use Permit Application
Proposal Statement and Project Description**

Introduction

The County Board of Supervisors has approved a long-term agreement referred to as the Master Operations Agreement (MOA) for a minimum of 20 years for the operations of the Central Disposal Site (CDS) and the network of County-owned transfer stations, including the Central Transfer/Processing Facility (CTPF), with Republic Services of Sonoma County Inc. (Contractor). This long-term agreement is essentially a transfer of many of the functions and permits related to the operation of the County's solid waste system from the County to the Contractor, with the County retaining ownership of all underlying property. The MOA is the product of the three-year Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. As part of this process, the SWAG set public policy goals to increase diversion of material from landfills. These policies are consistent with the diversion (recycling) mandates of California law. In support of these public policies, the MOA includes requirements for the Contractor to meet specific recycling and diversion volume goals and to fund and pursue the final design, permitting, installation and operation of material recovery and processing equipment within the existing building structure of the CTPF. The permitting process will include the appropriate level of review and analysis as required by the California Environmental Quality Act (CEQA).

The purpose of this application submittal is to comply with the requirements of the MOA, which call for the Contractor to pursue the modifications at the CTPF necessary to develop, install and operate the material recovery and processing equipment within the existing building. The MOA contained a general equipment description and preliminary layout for the material recovery and processing equipment. Additional design work and operational analysis has been completed since that time. This Use Permit application package represents the refinement of those preliminary MOA concepts into a submittal that includes a complete set of permit level site and building drawings, project descriptions and supporting documents, as required by Sonoma County Permit and Resource Management Department (PRMD). This package identifies existing conditions along with the proposed building improvements, processing equipment layout and specifications as well as the operational changes that are proposed to occur on an ongoing basis. The following Site and Architectural plans (Drawings Package) have been included in this submittal:

- Site Plan with Vicinity Map
- Floor Plan with Equipment Layout
- Facility Elevations
- Facility Roof Plan
- Landscape Plan for Tree Planting Buffer

Existing Conditions

The CTPF is an existing fully permitted large volume solid waste transfer and waste processing facility currently owned and operated by the County of Sonoma through the County's Transportation and Public Works Department. The CTPF is located on approximately 14.4 acres within the 398.5 acres boundaries of the CDS, also owned by the County, located at 500 Mecham Road in Petaluma California. The 14.4 acres lies within portions of two parcels, APN's 024-080-019 and 024-080-030. (Legal boundary description attached – EXHIBIT "A")

The CTPF is located on the north side of the main CDS access road, and north of the County administration office (See Drawing Package). There are two additional ancillary facilities, a recycling/reuse area and a household toxics facility, that are also located on the 14.4 acres and share the entry and exit roadways that are used by the public customers to access the CTPF. The operations of these ancillary facilities will not change if this application is approved. In January 2012, the County obtained a separate Solid Waste Facility Permit (SWFP) for the CTPF as a large-volume transfer/processing facility under the state's tiered permitting program (SWFP No. 49-AA-0404). Prior to this, the CTPF was entitled and regulated through a combined SWFP with the CDS Landfill (SWFP No. 49-AA-0001). The CTPF building consists of an approximately 43,000 square foot steel-frame structure enclosed on three sides. The maximum combined throughput for the CTPF and landfill is 2,500 tons per day with permitted traffic volume of 900 vehicles per day. The SWFP also places a specific maximum limit on material processed through the CTPF at 1,500 tons per day.

The CTPF is open to the public from 7:00 a.m. to 3:00 p.m., six days a week, Monday through Saturday. The facility is closed every Sunday and the following six holidays: New Year's Day, Easter, Labor Day, Independence Day, Thanksgiving, and Christmas. County and Contractor facility operating hours are allowed from 6:00 am to 6:30 pm, 7 days per week.

The CTPF is permitted to accept the full range of Class III municipal solid waste (MSW) including putrescible and non-putrescible commercial, residential, construction and demolition (C&D), industrial and other non-hazardous waste. The CTPF is also permitted to accept source separated green and wood waste material for separate delivery to the compost facility. Activities at the CTPF include unloading of collection and self haul vehicles, moving, sorting, compacting, loading, load checking, and transporting MSW from the CTPF in transfer vans. Other currently permitted activities include sorting, removing and storing for transport, C&D material, salvaged material, and diverted materials such as metals, dirt, concrete, porcelain, cardboard, tires, carpet and padding, and appliances.

A variety of vehicle types deliver material to the CTPF including, public self-haul vehicles such as pick up trucks, trailers, and other passenger vehicles, large commercial and residential franchise hauler collection vehicles, (C&D) debris box vehicles and others. Customers are directed to various unloading bays depending on the material they are delivering. Loads are dumped by collection vehicles or self haul vehicles onto a concrete tip floor. Incoming loads are screened for hazardous and recyclable materials and some recyclable materials are removed from the waste piles before they are compacted. A track loader is then used to compact MSW prior to transfer. Rubber-tired front-end loaders are used to push material from the tipping floor into large-volume open-top transfer truck/trailers. The transfer/trailer vehicle access is from the below-grade loading bays. From there, refuse is transferred to the active face of the CDS landfill, or outhauled to other alternate permitted disposal sites located outside of Sonoma County. Recovered recyclable materials are consolidated and transported off-site to end use markets.

Transfer trailers delivering MSW and green and wood waste to the CDS landfill from other County-owned transfer stations (located at Annapolis, Guerneville, Healdsburg and Sonoma) do not currently deliver material to the CTPF building. These transfer loads either tip MSW at the landfill working face at the CDS or are directly outhauled to other alternate permitted disposal sites located outside of Sonoma County. Transfer loads of green and wood waste are also delivered to the Compost facility located at the CDS from the remote transfer facilities. With the resumption of 100% in-County disposal, all of the transfer loads from the remote facilities will be delivered to the CDS.

The current SWFP for the CTPF was issued as a temporary permit with a five-year term. The proposed facility modifications and installation of material recovery equipment in the existing building, if approved, will also require the processing of a subsequent SWFP application supported by the appropriate level of review and analysis as required by CEQA.

Proposed Modifications

As mentioned above, the CTPF is currently fully permitted to accept all of the types and volumes of waste, recyclables and organic materials that are projected to be received for processing on the proposed material recovery and processing equipment. The proposed facility and operational modifications related to the installation of the material recovery and processing equipment within the CTPF are described below. Since the CTPF is an existing fully permitted facility, this application seeks approval to: 1) continue the use of the CTPF with all its current entitlements, 2) authorize the proposed physical and operational modifications which are needed for the installation of the material recovery and processing equipment and 3) to identify Republic Services of Sonoma County, Inc. (Contractor) as the operator of the CTPF. Attached as part of this Use Permit application (Appendix A), is a list of documents that further describe and/or control the current operations of the CTPF. As acknowledged in the MOA, it is the intent of the Contractor and the County, that unless otherwise stated, all the operational obligations related to the CTPF outlined in the listed documents (Appendix A) would transfer to the Contractor upon the Effective Date of the MOA and would be incorporated by reference in the Use Permit.

Facility Modifications

The proposed facility modifications include the installation of the material recovery and processing equipment within the existing CTPF building. The material recovery and processing equipment would be installed in the east side of the building and is designed to allow for the current transfer functions of the CTPF to continue. The material recovery and processing equipment will be designed to recover, for recycling and other beneficial reuse, material from the following three subsets of the municipal waste stream:

- Selected self-haul materials
- C&D material
- Commercial dry route material

These three streams represent relatively dry mostly non-putrescible fractions of the MSW stream and are well suited for recovery of recyclables and other beneficial reuse material. The processing system design is illustrated in the Drawing Package. The system has been designed for efficient recovery of these dry fractions of the waste stream. The primary materials targeted for recovery by the system design include, but are not limited to: wood, cardboard, mixed paper, concrete and other inert material, roofing, metal, gypsum, aluminum, ferrous, plastic and glass containers, film plastic, fines suitable for use as alternative daily cover (ADC), carpet and padding, mattresses and yard waste.

The material recovery and processing equipment will include two material in-feed options: 1) a below grade in-feed conveyor for material that will not require size reduction such as the commercial dry route stream, and 2) a hopper-fed slow speed auger shredder for size reduction of bulky material like wooden pallets or other C&D material. C&D material will be screened to remove fines for beneficial reuse. All material will be elevated to the main sorting line where material will be conveyed past sorting stations where employees will hand pick various recyclable materials for placement in storage bunkers located below the elevated main platform.

After the manual-sorting stations, material will proceed to one of two additional sorting options. One option is intended for paper fiber rich loads and includes mechanical sorting and final clean up of the mixed paper fraction before the material is baled for shipment to end-use markets. The other option, intended primarily for C&D material, provides mechanical separation of any remaining fines suitable for ADC before the residual trash is deposited back on the tipping floor for transfer to the landfill. The system includes a baler for packaging recyclable materials such as cardboard mixed paper and containers. Other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

In addition to the installation of the material recovery and processing equipment, the project proposes to make some modifications and additions to the existing CTPF site and building to mitigate potential impacts from the processing equipment operations. These modifications are shown in the Drawing Package. The proposed modifications include the following:

- Enclosure of a portion of the north side of the building to reduce off-site noise from the operation of the material processing system. This enclosure will also aid in the control of dust and odor.
- Installation of a dust control system at localized points in the material processing system.
- Installation of additional misting system at the north side building openings for odor and dust control.
- Addition of a roof canopy structure at the west side of the existing CTPF building for bale storage and loading for transport to market.
- The addition of a row of trees along a portion of the north property boundary for visual screening and for reduction of off-site noise impacts.

The design, construction, installation and operation of the material processing system and the proposed building modifications will be accomplished in accordance with all applicable local, state and federal codes, permits and regulations.

Operational Modifications

The basic purpose of the material recovery and processing equipment is to divert additional materials from the waste stream that would otherwise be destined for landfill disposal. The three material streams of, self-haul, C&D and commercial dry waste, identified for processing on the material recovery and processing equipment are subsets of the overall MSW that is currently received, processed and transferred at the CTPF. Because of this, the functions related to vehicle ingress, weighing, unloading, and vehicle egress from the facility, would remain basically the same as the current operations. Once unloaded on the tip floor, the dry fractions of the waste stream would be directed to the material recovery and processing equipment for processing as described above. Any primarily putrescible mixed MSW delivered to the facility would be transferred for disposal, as it is currently, and not processed on the material recovery and processing equipment.

The proposed material recovery and processing equipment has been designed to target recovery of material from the existing waste stream, as opposed to new sources of material. Based on this design, the current and projected overall volumes of material and traffic managed at the CDS, as a whole, are not expected to change by any significant degree. With that said, some minor increase in vehicle trips related to transportation of recovered materials, both loose and baled, to off-site markets may occur. The projected increase is expected to remain well within the current permitted traffic volume for the site. (Quantification of potential additional vehicle trips is discussed below).

A primary operational change would occur related to how various loads are directed within the CDS when they arrive. Transfer vehicles from the remote transfer facilities would deliver loads of C&D and selected self-haul material to the CTPF building for processing on the material recovery and processing equipment instead of to the working face of the landfill for direct disposal. This would also occur for commercial dry waste material to be delivered in commercial route collection vehicles. In addition, some of the "wet" primarily putrescible waste from residential and commercial franchise hauling vehicles may be diverted from tipping at the CTPF to unloading directly at the working face of the landfill for disposal. The existing self-haul customers and C&D loads arriving at the CDS would continue to be directed to the CTPF as they are currently.

Another proposed operational change relates to handling, storage, loading and transportation of baled recyclables. Recovered materials suitable for baling, such as, cardboard, paper, containers, film plastic, etc., would be separated and stored loose in bins or in the bulk bunkers. Each commodity would be directed to the baler individually. The baled material would be moved by forklift to the proposed bale

storage area on the west side of the CTPF building. The baled material would be staked in rows under the roof area to ensure protection from the weather and, in particular, to remain dry prior to shipment. As shown in the Drawing Package, the roof canopy structure would be enclosed on its' east wall (existing), the south wall and partially on the west wall. This will provide for architectural consistency with the existing facility and control wind blown material. A portion of the west wall and the entire north wall would be open for forklift access and for loading of transport vehicles for shipment of recyclables to end use markets. A combination of flatbed, enclosed vans and/or intermodal container trucks would typically be utilized for loading and transport of baled recyclables to market.

Also, as mentioned previously, other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

The operation of the material recovery and processing equipment would also result in increased employment at the CTPF. Currently, the County has four floor worker positions and three equipment operator positions related to running the CTPF for a total of seven. The material recovery and processing equipment operations would require the addition of positions for working on the sort line and operating the baler and folk lift. This has the potential to add up to a total of 10 employees at the CTPF once the material recovery and processing equipment is fully operational. It is expected that this potential increase in employee vehicle trips would remain well within the current permitted traffic volume for the site. Sufficient employee parking exists at the site to accommodate this increase.

Potential Issue Areas

As an existing fully permitted solid waste facility, many of the issues of concern from an environmental impact perspective have been reviewed, analyzed and addressed previously through the public permitting and entitlement process that has taken place for both the CTPF and the CDS to secure their existing permits. An environmental review in accordance with CEQA requirements will be performed as part of this Use Permit application process to identify any potential impacts from this proposed action and possible mitigation measures that may be required. The focus of this section is to discuss and quantify potential areas that may be of concern as a result of the proposed facility and operational modifications and to highlight some of the design features that have been proposed to address these potential concerns.

Additional Vehicle Trips

As mentioned previously, the primary function of the proposed material recovery and processing equipment to be installed at the CTPF is to process, for diversion, subsets of the existing waste stream destined for disposal at the CDS. Based on this, the vehicle trips associated with delivery of material to the site would not be expected to increase over those already projected. The implementation of the commercial wet/dry route collection system will involve the reconfiguration of commercial collection truck routes to better segregate dry commercial waste loads from wet or putrescible commercial waste loads; however, the total commercial waste volume collected by these wet/dry commercial route vehicles will remain the same. That is, collection trucks designated to serve dry routes will collect from those commercial establishments that do not produce significant quantities of wet or putrescible waste and the "wet" commercial route vehicles will collect from establishments that produce a higher volume of putrescible waste that can contaminate dry commercial waste and make it harder to recycle. But nevertheless, the total number of trucks collecting waste from commercial establishments on a given day after this rerouting is expected to be the same, as the volume of waste to be collected from commercial establishments on that day will be the same.

The enhanced recycling and diversion activities contemplated as part of the installation and operation of the material recovery and processing equipment could have the potential to create a minor increase in vehicle trips in two other areas:

- Passenger vehicle trips related to increased employment from operations related to the material recovery and processing equipment
- Truck trips related to transportation of recyclables and other beneficial reuse material to end use markets

Related to increased employment, the material recovery and processing equipment when fully operational has the potential to add up to 10 employees over current conditions. This projected minor increase is expected to remain well within the current permitted traffic volume for the site and sufficient employee parking exists to accommodate this increase.

A minor increase in truck trips could occur based on the fact that some of the diverted material would now leave the site instead of being buried in the landfill. However, not all of the diverted material would leave the site. Some of the diverted material would be used on site as ADC or other approved beneficial reuse. The MOA calls for the Contractor to divert an additional 55,000 tons of material per year over current activities. Conservatively assuming that all of this newly diverted material would be transported off site to end use markets would equate to approximately 10 additional vehicles per day. This projected minor increase is expected to remain well within the current permitted traffic volume for the site.

Noise

Previous environmental review determined that the current permitted activities at the CTPF would not have a significant impact related to noise. Two of the contributing factors included the large distance to the nearest receptor and the existence of an intervening ridgeline between the facility and off site receptors. The proposed material recovery and processing equipment will be powered by all electric motors and the receiving and tipping operations will remain basically the same as currently practiced at the CTPF. While it is not expected to be significant, the operational change associated with the handling of dry waste material on the proposed material recovery and processing equipment may have the potential to increase noise levels within the building. To aid in the reduction of potential off-site noise impacts the proposed modifications include:

- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment
- The addition of a row of trees atop the intervening ridgeline along a portion of the north property boundary for both added noise reduction and visual screening

As stated previously, the design, construction, installation and operation of the material recovery and processing equipment and the proposed building modifications will be accomplished in accordance with all applicable local, state and federal codes, permits and regulations. This specifically includes any applicable County noise standards including those identified in Table NE-2 of the Sonoma County General Plan 2020. While there may be some increase in noise generated from the operation of material recovery and processing equipment, it is not expected to exceed any level of significance or offsite noise level regulations.

Odor

The CTPF is currently permitted to accept the full MSW stream including putrescible waste. Odor management procedures required through the SWFP, and other applicable operating permits, will continue to be adhered to by the Contractor. The proposed addition of material recovery and processing equipment is designed to process the dry mainly non-putrescible fractions of waste stream including, C&D, dry commercial, and selected self haul material. Adding the processing of these dry fractions of the waste stream to the CTPF is not expected to increase odor emissions on or off site. In fact, it is likely odor will be reduced at the CTPF based on the plan to handle less putrescible waste material in the building. Although odor is not expected to increase and would likely decrease, the following odor control measures have been proposed as part of the project:

- Installation of additional misting system at the north side building openings for odor and dust

control.

- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment.

Again, it is not expected that odor emissions would increase as a result of the proposed facility and operational modifications.

Dust

The CTPF currently is equipped with an integrated misting system in the roof of the building to control dust from current operations. The processing of the dry fractions of the waste stream on the proposed material recovery and processing equipment may have the potential to increase dust to a minor degree. To address this potential the following additional dust control measures have been proposed to supplement the existing system and operational practices at the CTPF:

- Installation of a dust control system at localized points in the material processing system.
- Installation of additional misting system at the north side building openings for dust and odor control.
- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment

With the implementation of the proposed control measures, dust emissions from the operation of the material recovery and processing equipment are not expected to exceed any threshold of significance.

Conclusion

The overarching purpose of this Use Permit application submittal is to provide enhanced recycling and diversion of waste to the Sonoma County community through the installation and operation of material recovery and processing equipment at the existing fully permitted CTPF as required by the MOA. The project has the potential of providing significant environmental benefits in terms of increased recycling, greenhouse gas reduction, and extension of our local landfill life. As previously stated, Since the CTPF is an existing fully permitted facility, this application seeks approval to; 1) continue the use of the CTPF with all its current entitlements, 2) authorize the proposed physical and operational modifications which are needed for the installation of the material recovery and processing equipment and 3) to identify Republic Services of Sonoma County, Inc. (Contractor) as the operator of the CTPF.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 11/26/2013

Re: Use Permit Application UPE13-0065 - Hours of Operation

Dear Mr. Ellison,

Republic Services is revising our Proposal Statement and Project Description as follows: The current hours of operation for the CTPF are from 6:00 AM to 6:30 PM, 7 days per week. While those hours will remain the same for existing activities, we are clarifying that with regard to the specific operation of the material recovery and processing equipment within the CTPF we will limit operating this equipment to between 7:00 AM to 6:30 PM.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Water Conservation

Dear Mr. Ellison,

Republic Services is revising our Proposal Statement and Project Description as follows: Republic Services will offset the potential increase in the well water system usage at the Site anticipated from the projected increase in employees and the additional misting for dust control inside the CTPF. Up to an additional 10 employees are projected to increase water consumption by approximately 150 gallons per day and the additional misting for dust control is projected to increase water use by approximately 600 gallons per day. While more than one water conservation measure may be employed, the primary method to accomplish this reduction will be using water from the site's sedimentation ponds for onsite dust suppression to replace the use of well water currently used for this application. On average, two 4,000-gallon water truck loads per week will use pond water to replace well water for dust control. This conservation measure has the potential to reduce well water consumption by approximately 1,100 gallons per day at the Site.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Construction Information

Dear Mr. Ellison,

As a supplement to Republic Services of Sonoma County, Inc.'s Use Permit Proposal Statement and Project Description we are providing information related to construction activities for the proposed material recovery and processing equipment as well as the addition of the bale storage roof canopy structure at the existing CTPF.

It is anticipated that the installation of the material recovery equipment within the existing CTPF building will involve a work crew of between 6-8 people over a 4 to 6 week period. The processing equipment to be installed is estimated to be delivered to the site by up to 20 trucks total spread out over a portion of this timeframe.

The construction of the bale storage roof canopy structure is anticipated to involve a crew of between 4-10 people on a given day depending on the phase of the project. The construction is estimated to take between 3 to 4 months to complete. The materials and supplies required for construction of the roof canopy structure and supporting systems such as electrical, fire protection, concrete, etc. are estimated to be delivered by up to 15 trucks spread over the 3 to 4 month timeframe.

Construction of the roof canopy and the installation of the material recovery equipment can take place concurrently so the total construction activities are expected to take place for between 3 to 4 months.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Traffic Mitigation Agreement

Dear Mr. Ellison,

This letter is to serve as Republic Services of Sonoma County Inc.'s acknowledgement of and agreement to accept the proposed Traffic Mitigation identified in italics below.

The applicant shall limit outbound truck trips related to transportation of recovered materials from the MRF operations to end-use markets during the am peak hours of 8am to 9 am to the following: Two (2) outbound truck trips up to the year 2025; and four (4) outbound truck trips between the years of 2025 and 2040.

Mitigation Monitoring: The applicant shall keep a written or electronic record of the number of outbound truck trips during the hours of 8am to 9am related to transportation of recovered materials from the MRF operations to end-use markets. At the written request of PRMD, the applicant shall provide such records to the County within ten working days.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.

**Central Transfer/Processing Facility
Use Permit Application
Proposal Statement and Project Description**

Appendix A

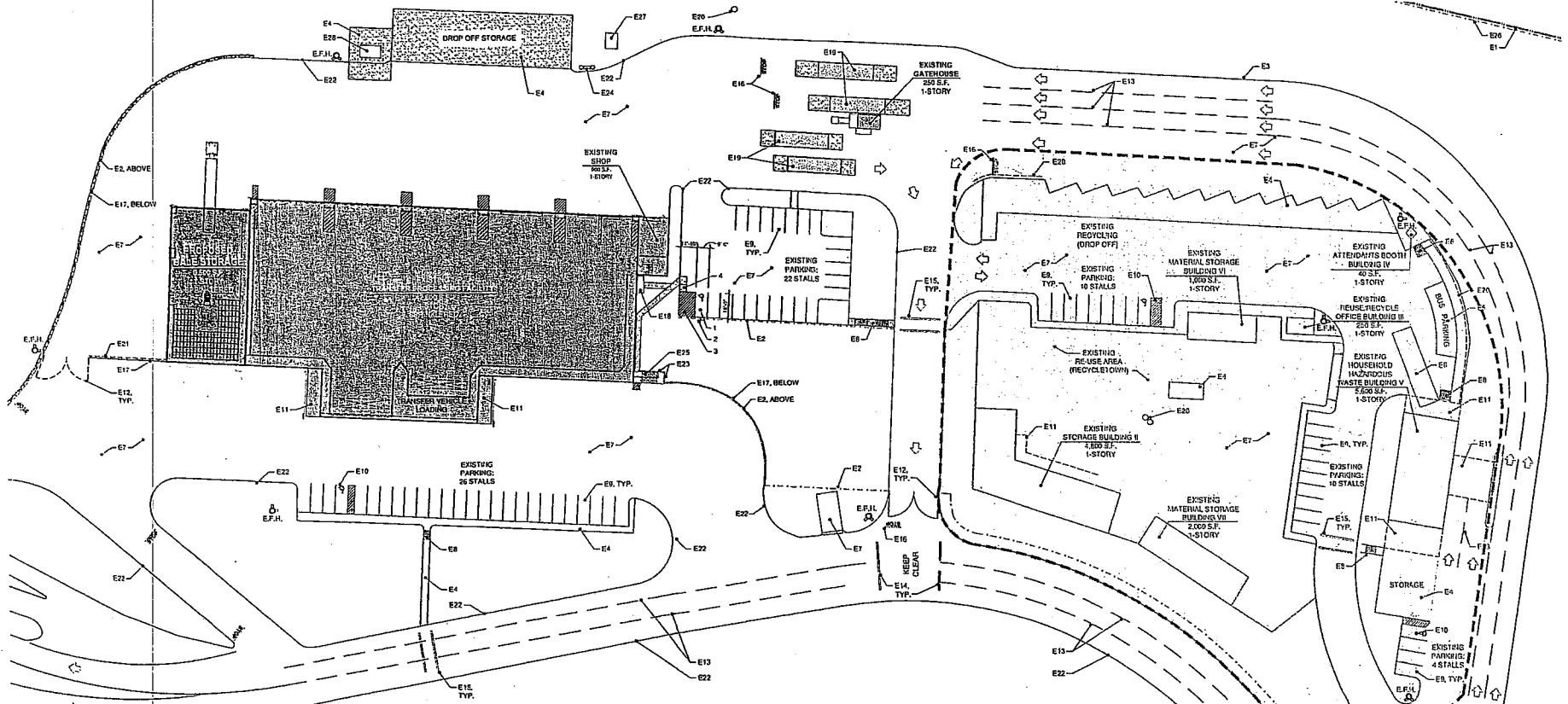
The following is a list of documents that further describe and/or control the current operations of the CTPF. As acknowledged in the MOA, it is the intent of the Contractor and the County, that unless otherwise stated, all the operational obligations related to the CTPF outlined in the listed documents below would transfer to the Contractor upon the Effective Date of the MOA and would be incorporated by reference in the Use Permit:

1. Central Transfer/Processing Facility Solid Waste Facility Permit (SWFP No. 49-AA-0404) – January 2012
2. Transfer/Processing Report (TPR) for the Sonoma County Central Transfer and Processing Facility – June 2011 - Includes:
 - a. Load Checking Program
 - b. Emergency Response and Evacuation Plan
 - c. Spill Prevention, Control and Countermeasure Plan
3. Storm Water Pollution Prevention Plan (SWPPP) Sonoma County Central Disposal Site – October 2012
4. Agreement for Operation of the Central Landfill and County Transfer Stations Between County of Sonoma and Republic Services of Sonoma County, Inc. (MOA) – April 2013
5. Fire Prevention Plan for Central Disposal Site – June 2012

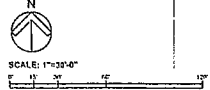
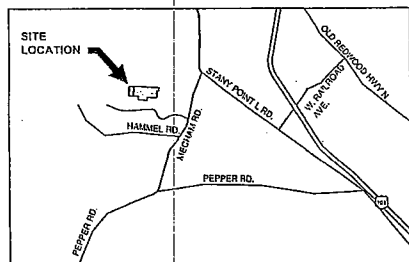
Sonoma County CTPF
Material Recovery and Processing Equipment
Estimated Electrical Usage
October, 2013

Utility Service - Electrical	Connected Load		
	Horsepower (hp)	Kilowatts (kW)	Amps
A. Conveyors & Screens (21 motors total • 3-10 hp each)	105	78.3	94
B. Baler - Main Motor	100	74.6	90
C. Auger Shredder	300	223.8	269
D. Misc. (Roll-up doors, air compressor, wire-tie, etc)	30	22.4	27
E. Contingency - 10%		39.9	48
Electrical - Total	535	439.0	528

All processing equipment motors 480 volts 3 phase service



VICINITY MAP
NOT TO SCALE



KEYNOTES (EXISTING)

- E1. PROPERTY LINE
- E2. CHAIN-LINK FENCE
- E3. CURB AND GUTTER
- E4. CONCRETE PAVING
- E5. BUS PARKING
- E6. LOADING DOCK
- E7. ASPHALT PAVING
- E8. CONCRETE STAIRS
- E9. PARKING
- E10. ADA PARKING
- E11. CANOPY
- E12. GATE
- E13. LAKE LINE STRIPING
- E14. PAVEMENT MARKING LIMIT LINE

KEYNOTES (EXISTING CONT'D)

- E15. CROSSWALK LIMIT LINE
- E16. STOP BAR PAVEMENT MARKING
- E17. CONCRETE RETAINING WALL
- E18. MAIN ELECTRICAL PANEL
- E19. SCALES
- E20. MONITORING WELL
- E21. GUARDRAIL
- E22. EDGE OF PAVEMENT
- E23. STAIR PIPE GUARDRAIL
- E24. FIRE BACKFLOW DEVICE
- E25. STEEL STAIRS
- E26. FENCE
- E27. EQUIPMENT SHED
- E28. FUEL TANK

KEYNOTES (PROPOSED)

- 1. VAN ACCESSIBLE SPACE
- 2. VAN ACCESSIBLE SIGNAGE
- 3. ACCESSIBLE STRIPING
- 4. CURB RAMP

BUILDING AREA SUMMARY

EXISTING:	
TRANSFER STATION (INCLUDING TUNNEL)	42,800 S.F.
SHOP	900 S.F.
PROPOSED:	
BALE STORAGE	6,500 S.F.
TOTAL	50,200 S.F.

LEGEND

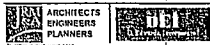
- PROPOSED BUILDINGS
- EXISTING BUILDINGS
- EXISTING WALKWAYS/SIDEWALKS
- EXISTING ASPHALT PAVING
- EXISTING PROPERTY LINE
- NOT PART OF CUP APPLICATION
- EXISTING FENCE
- EXISTING FIRE HYDRANT
- F.F. - FINISH FLOOR
- S.F. - SQUARE FEET
- TYP. - TYPICAL

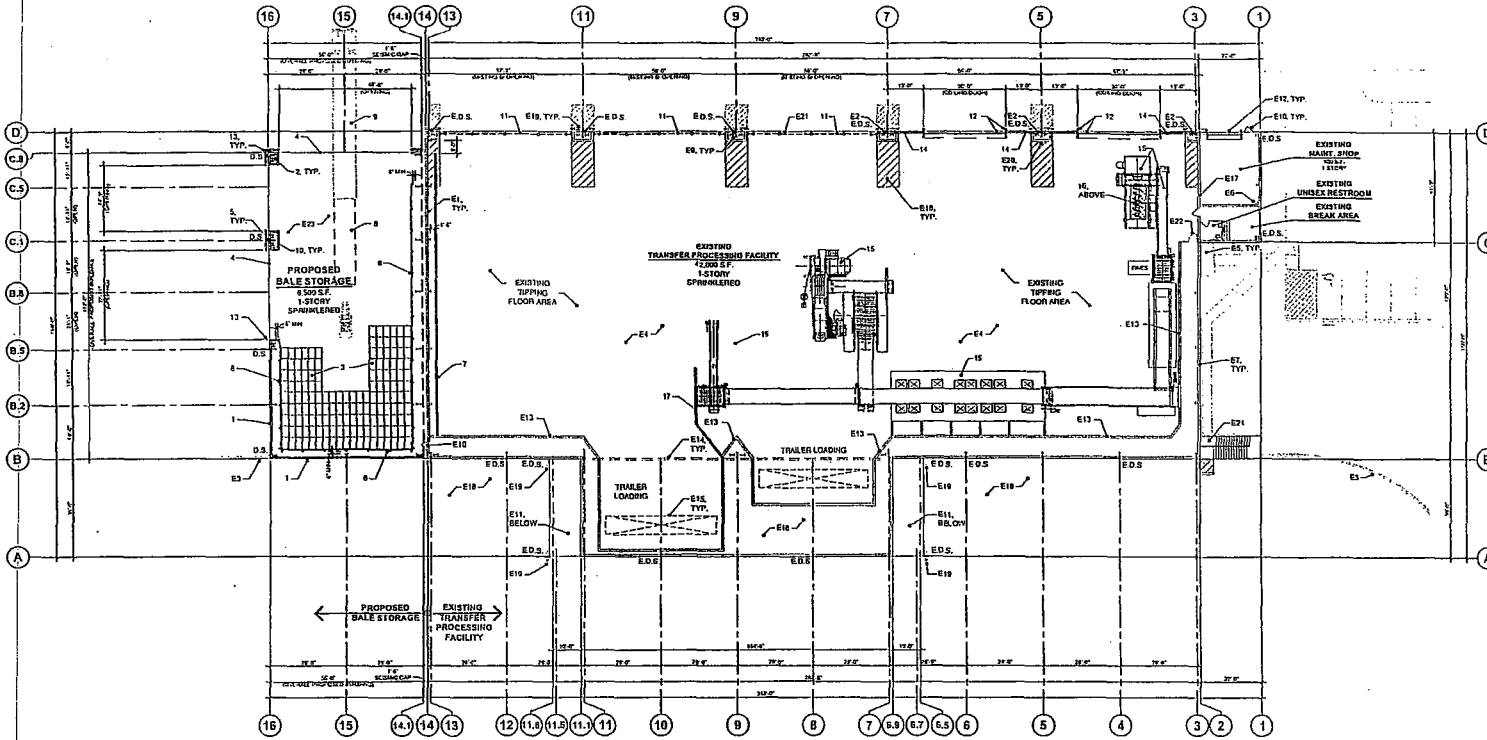
FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

A1.1
SITE PLAN

JOB #4693 30 AUGUST 2013





KEYNOTES (PROPOSED)

1. METAL WALL PANEL
2. RIGID FRAME COLUMN
3. BALES
4. EDGE OF BUILDING AREA
5. DOWNSPOUT
6. 8'-0" INCH STEEL POST & METAL PLATE BARRIER WALL
7. CONCRETE PUSH WALL TO MATCH EXISTING
8. PORTABLE PUMP, BY OWNER
9. TRUCK, BY OWNER
10. 5'-0" INCH 1" WIDE CONCRETE BARRIER WALL
11. EXISTING SYSTEM @ HEADERS & JAMBS, CONNECT TO EXISTING SYSTEM
12. COLLING DOOR WICKLARDS ON EACH SIDE

KEYNOTES (PROPOSED CONT'D)

13. STEEL PIPE BOLLARDS
14. METAL WALL PANEL ALIGNED W/ EXISTING ABOVE
15. RECYCLING EQUIPMENT
16. EXISTING SYSTEM
17. CONCRETE PUSH WALL ALIGNED WITH EQUIPMENT, HEIGHT APPROXIMATELY 17 FEET TALL

KEYNOTES (EXISTING)

- E1. 4" CONCRETE SIFB WALL W/ GIRTS & PANEL ABOVE
- E2. DOWNSPOUT TO BE PROTECTED DURING METAL WALL PANEL INSTALLATION
- E3. CONCRETE RETAINING WALL
- E4. CONCRETE FLOOR
- E5. ELECTRICAL PANEL
- E6. SPRINKLER RISER
- E7. METAL WALL PANEL
- E8. CONCRETE STAIRS
- E9. STEEL COLUMN
- E10. MAN DOOR
- E11. CANOPY
- E12. ROLL-UP DOOR

KEYNOTES (EXISTING CONT'D)

- E13. 16" CONCRETE PUSH WALL
- E14. LINE OF TUNNEL WALL BELOW
- E15. LOADOUT PORTS
- E16. CONCRETE TUNNEL RAMP BELOW
- E17. CONCRETE BLOCK WALL
- E18. 4" WIDE "SAFETY YELLOW" STRIPING
- E19. STEEL PIPE BOLLARDS
- E20. 8'-0", 6" WIDE CONCRETE BARRIER WALL
- E21. EDGE OF SLAB
- E22. CHAIN LINK FENCE & ACCESS DOOR
- E23. SURFACING
- E24. STEEL STAIRS

LEGEND

- EXISTING CHAINLINK FENCE
- E.D.S. EXISTING DOWNSPOUT
- D.S. PROPOSED DOWNSPOUT
- F.F. FINISH FLOOR
- S.F. SQUARE FEET
- TYP. TYPICAL



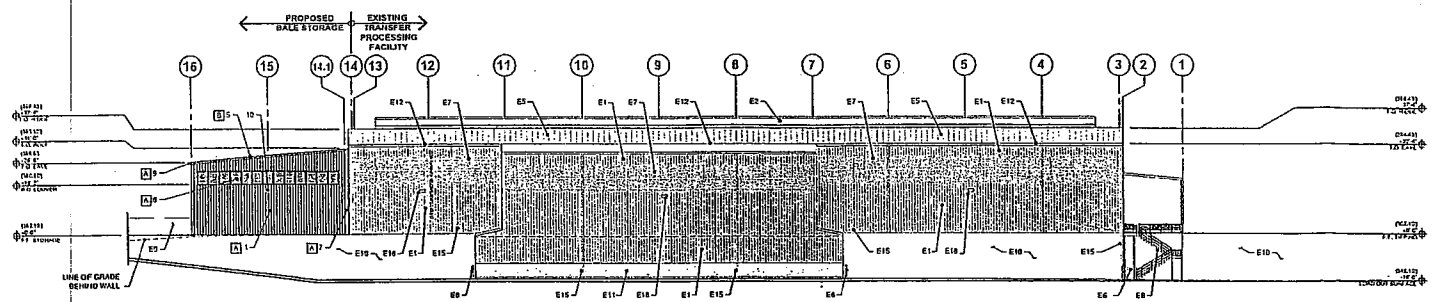
SCALE: 1/4" = 1'-0"

**FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
PETALUMA, CALIFORNIA**

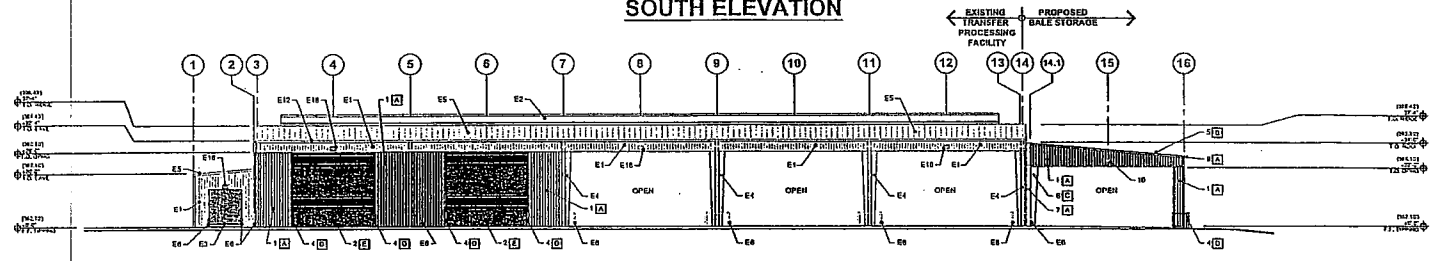
**A2.1
FLOOR PLAN**

JOB #4151 20 AUGUST 2013

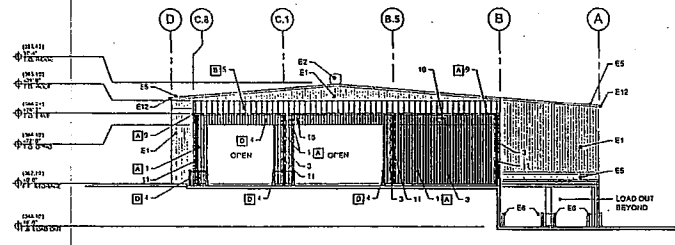




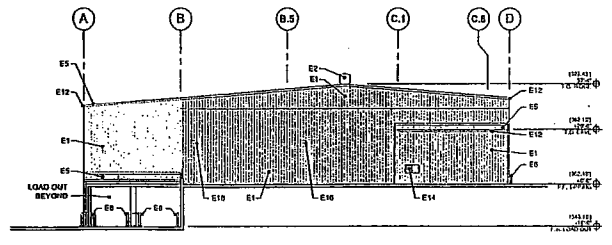
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

KEYNOTES (PROPOSED)

- 1 METAL WALL PANEL
- 2 COILING DOOR
- 3 COLUMN BEHIND PANEL
- 4 STEEL BOLLARD
- 5 METAL ROOF PANEL
- 6 VENT/OVERLAP MATCH EXISTING
- 7 SHINY/ALUMINUM MATCH EXISTING
- 8 RIGID FRAME COLUMN
- 9 GUTTER
- 10 LIGHT FIXTURE, TO MATCH EXISTING
- 11 DOWNSPOUT

FINISH NOTES

- [A] VARIO PRIMER / SP "CLASSIC BEIGE"
- [B] VARIO PRIMER / SP "ANTIC WHITE"
- [C] SHERWIN WILLIAMS, TO MATCH EXISTING "SCORPION ROOF"
- [D] SHERWIN WILLIAMS, TO MATCH "SAFETY YELLOW"
- [E] SHERWIN WILLIAMS, TO MATCH "CLASSIC BEIGE"

KEYNOTES (EXISTING)

- E1 METAL WALL PANEL
- E2 RIDGE VENT
- E3 COILING DOOR
- E4 RIGID FRAME COLUMN
- E5 METAL ROOF PANEL
- E6 ISLAND
- E7 VENT/OVERLAP
- E8 STAIRS
- E9 CHAIN LINK GUARDRAIL
- E10 CONCRETE RETAINING WALL
- E11 CONCRETE WALL
- E12 GUTTER
- E13 MASCHRY
- E14 WINDOW
- E15 DOWNSPOUT
- E16 LIGHT FIXTURE



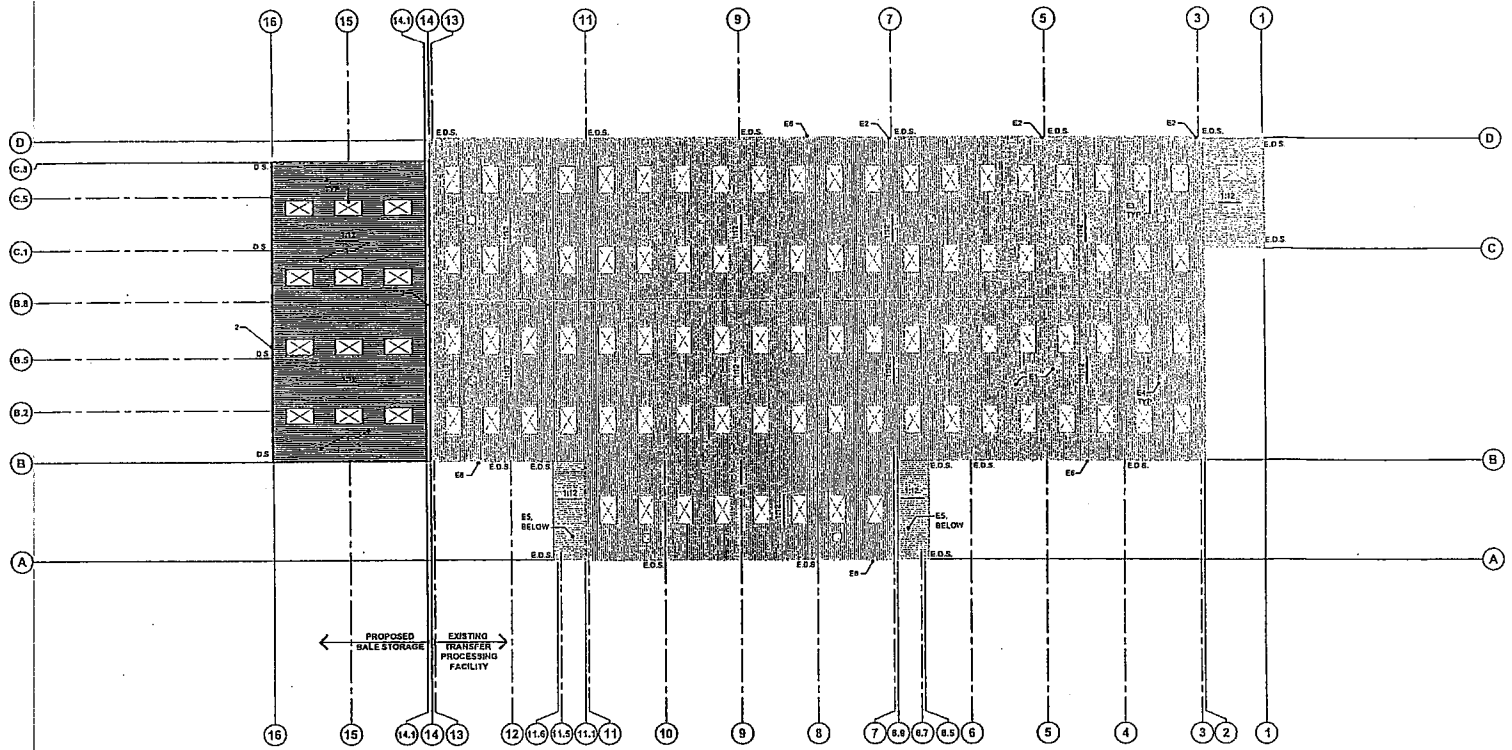
SCALE: 1/4" = 1'-0"

FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
 PETALUMA, CALIFORNIA

A4.1
ELEVATIONS

JOB #4623 30 AUGUST 2013





KEYNOTES (PROPOSED)

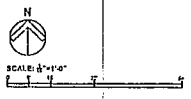
- 1. METAL ROOF PANEL
- 2. GUTTER
- 3. SEISING GAP
- 4. TRANSLUCENT PANEL WITH FALL PROTECTION

KEYNOTES (EXISTING)

- E1. METAL ROOF PANEL
- E2. DOWNSPOUT TO BE PROTECTED DURING METAL PANEL INSTALLATION
- E3. TRANSLUCENT PANEL
- E4. MECHANICAL UNIT
- E5. CANOPY
- E6. GUTTER

LEGEND

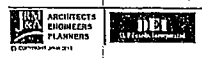
- E.D.S. EXISTING DOWNSPOUT
- D.S. PROPOSED DOWNSPOUT
- N.T.S. NOT TO SCALE
- TYP. TYPICAL



FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
 PETALUMA, CALIFORNIA

A3.1
 ROOF PLAN

JOB #403 30 AUGUST 2013







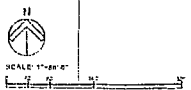


KEYNOTES

- 1 EXISTING FENCE
- 2 EXISTING TREE PLANTING
- 3 EXISTING BUILDING
- 4 EXISTING RETENTION POND
- 5 EXISTING ROAD
- 6 EXISTING DRIVE PARK
- 7 EXISTING DRIVE
- 8 EXISTING ADJACENT WASTE BUILDINGS

LEGEND

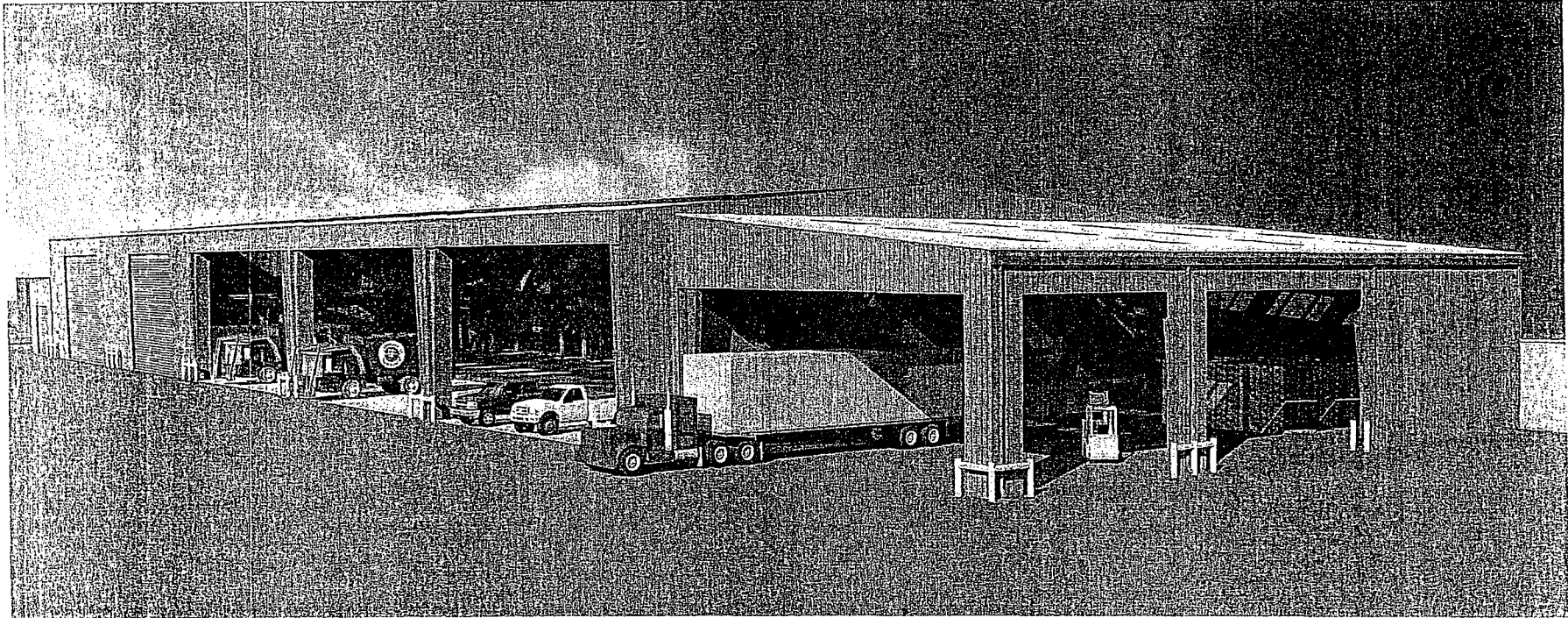
-  PROPOSED BATTERED SHED BUILDING
-  EXISTING PROPERTY LINE
-  EXISTING FENCE
-  PROPOSED TREE SPECIES TO BE PLANTED



FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
 PETALUMA, CALIFORNIA

A1.2
CONCEPT LANDSCAPE PLAN
 JOB #4913 26 AUGUST 2013



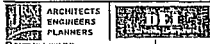


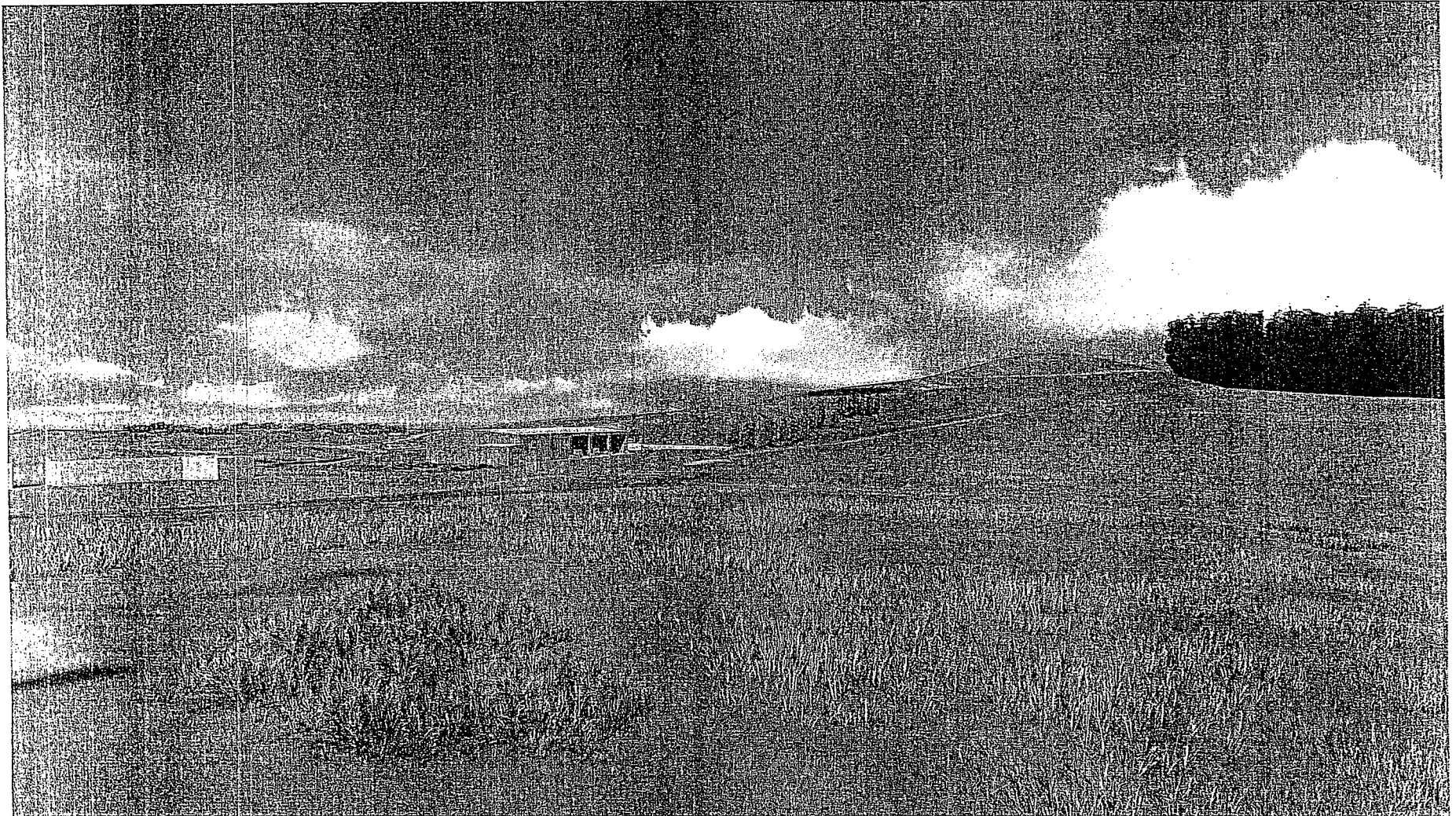
FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

NORTHWEST CTPF VIEW
PERSPECTIVE ILLUSTRATION

JOB #4453 17 SEPTEMBER 2011



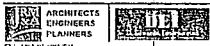


FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

PROPOSED TREE BUFFER
PERSPECTIVE ILLUSTRATION - BEFORE

JOB #4693 12 SEPTEMBER 2017





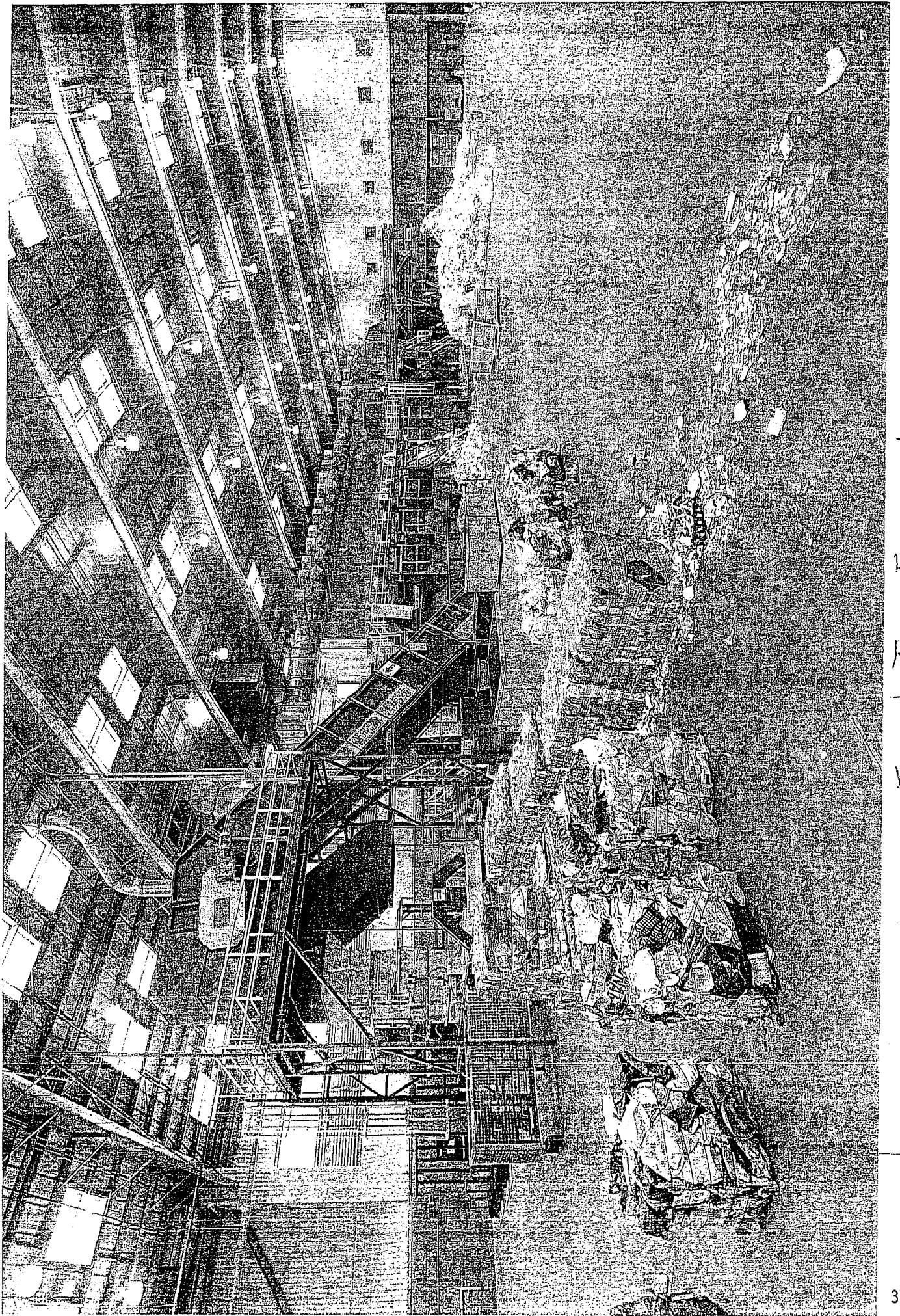
FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

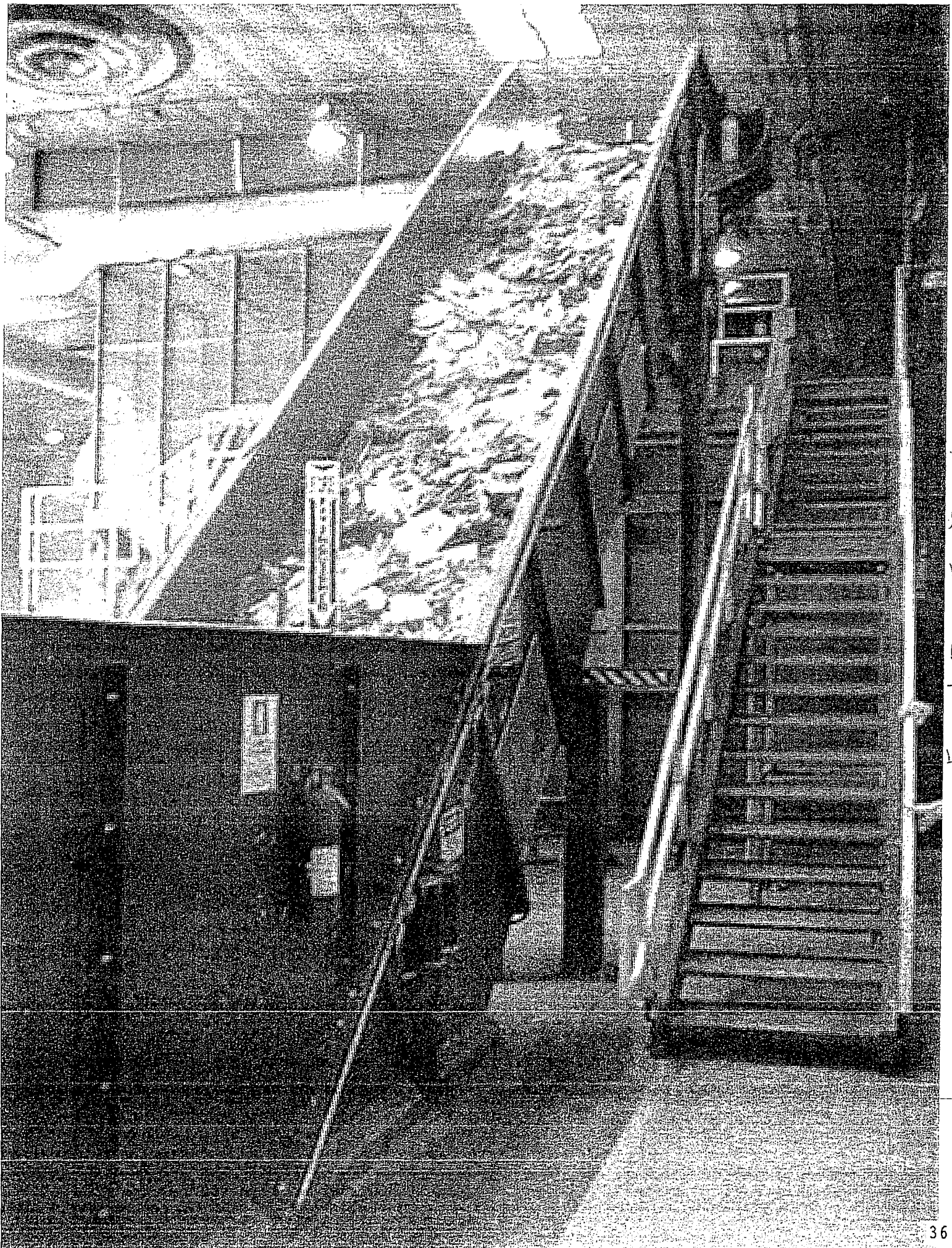
PROPOSED TREE BUFFER
PERSPECTIVE ILLUSTRATION - AFTER

JOB #4433 11 SEPTEMBER 1997



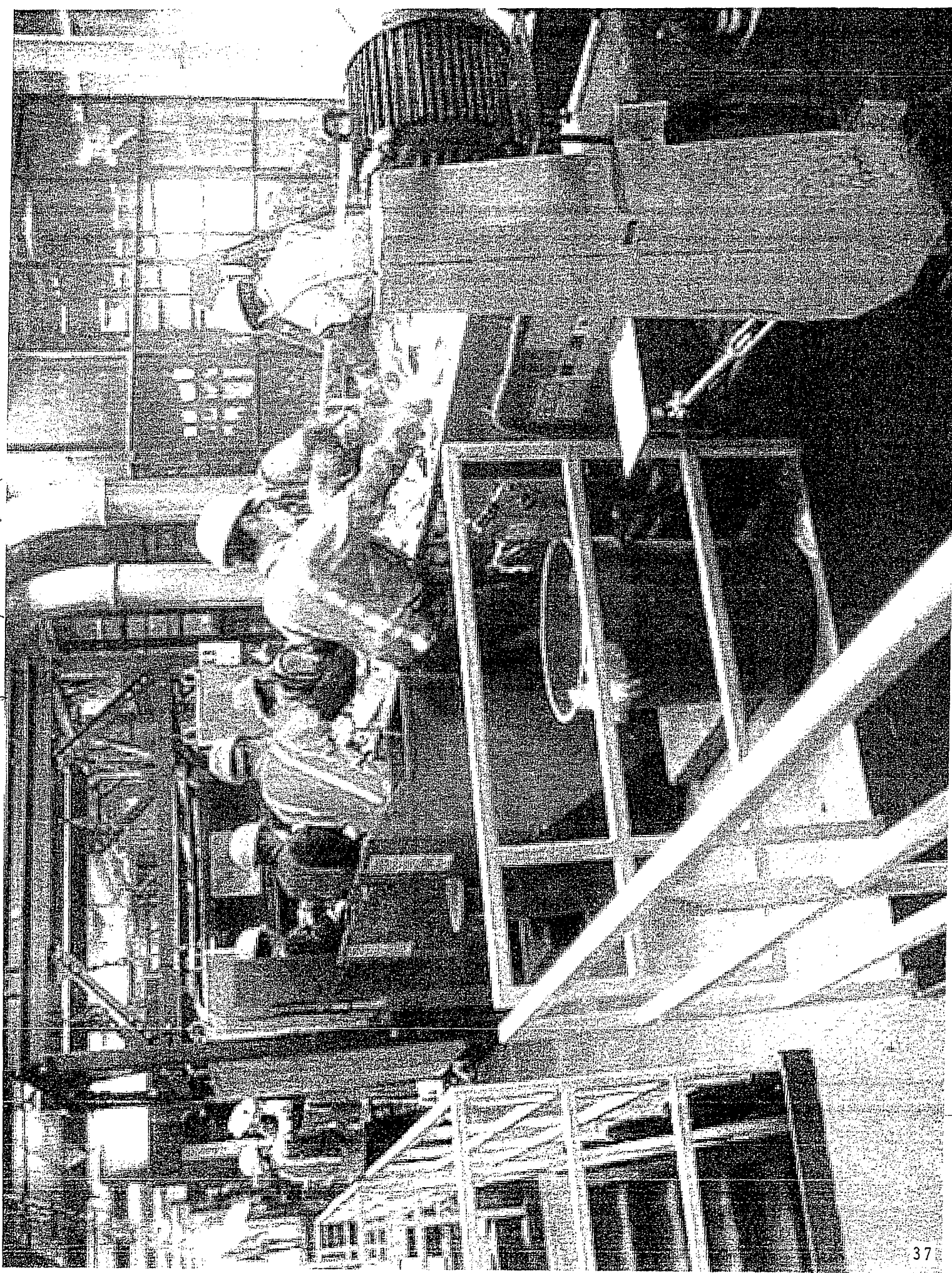


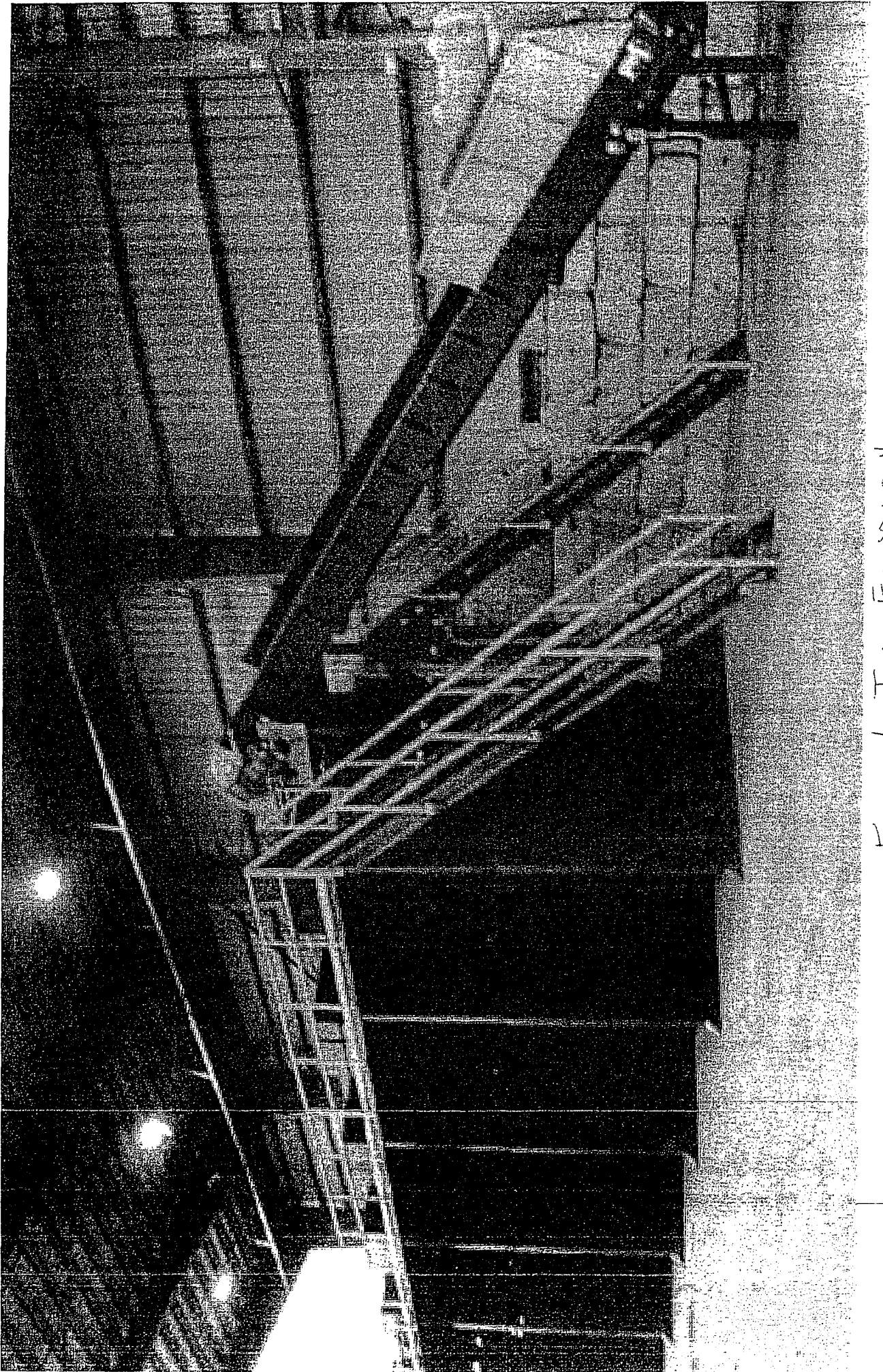
Example Type Equipment



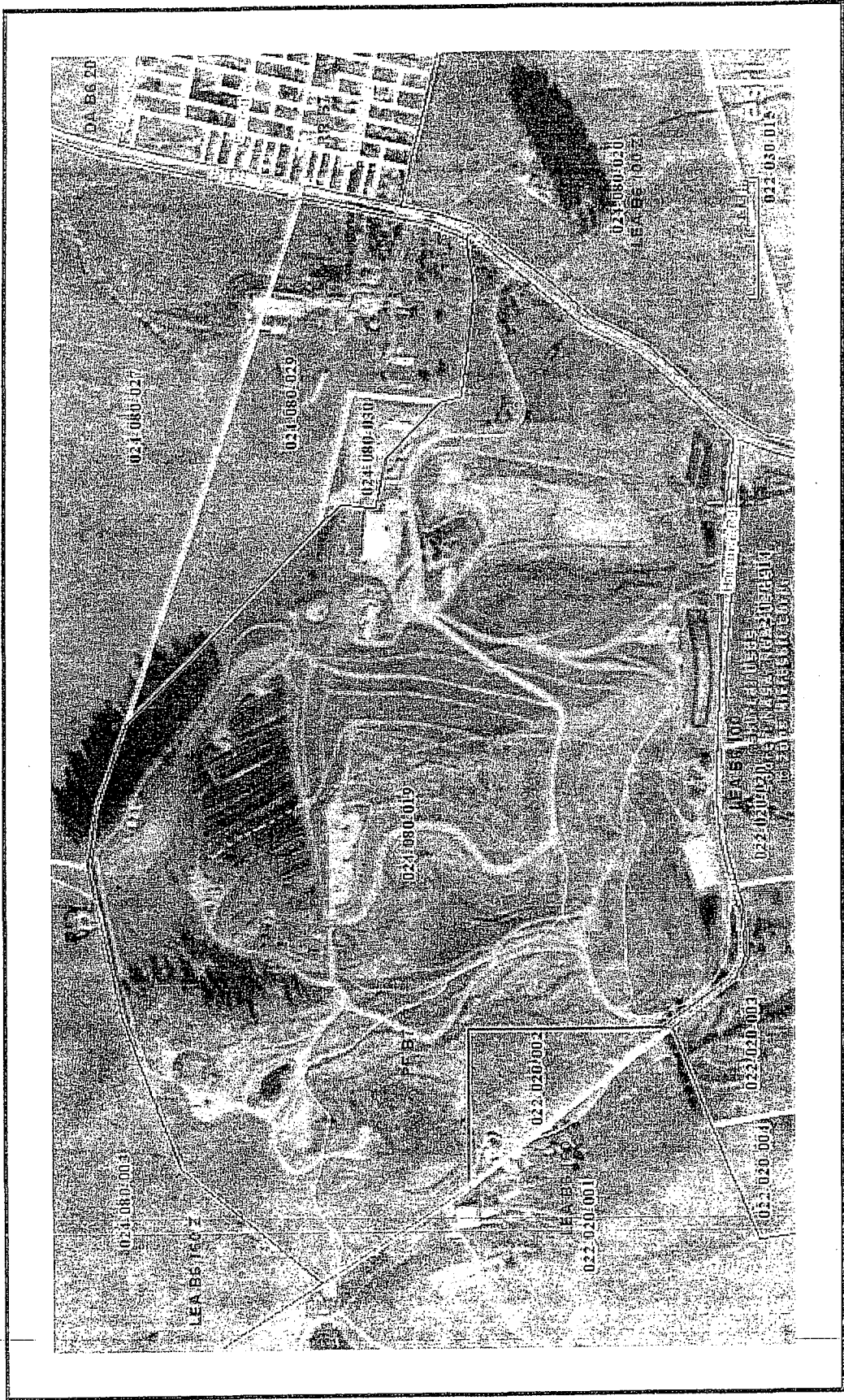
Example Tube Equipment

Example Type Equipment





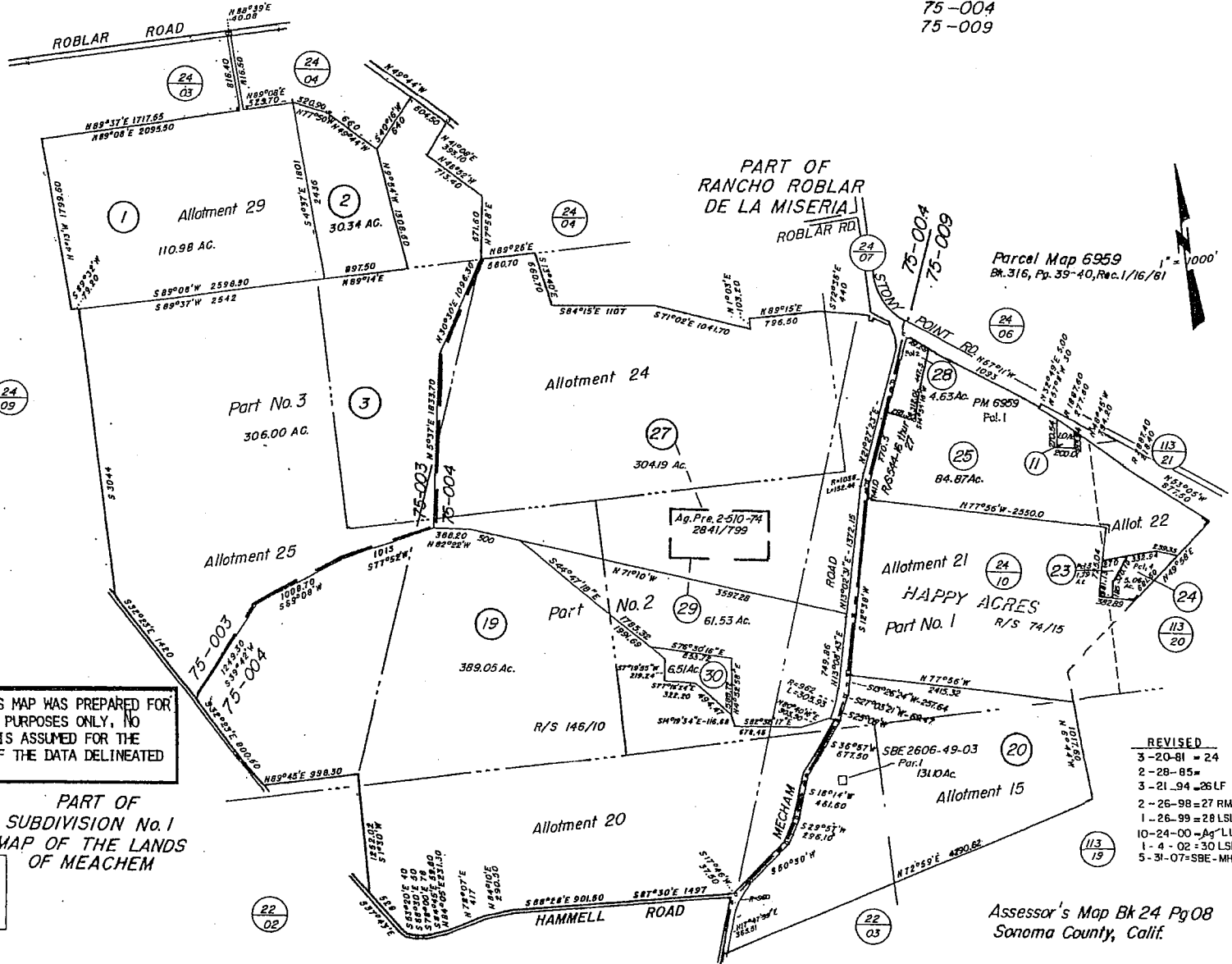
Example Type Equipment



COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
75-003
75-004
75-009

24-08



Parcel Map 6959 1" = 1000'
Bk. 316, Pg. 39-40, Rec. 1/16/81

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

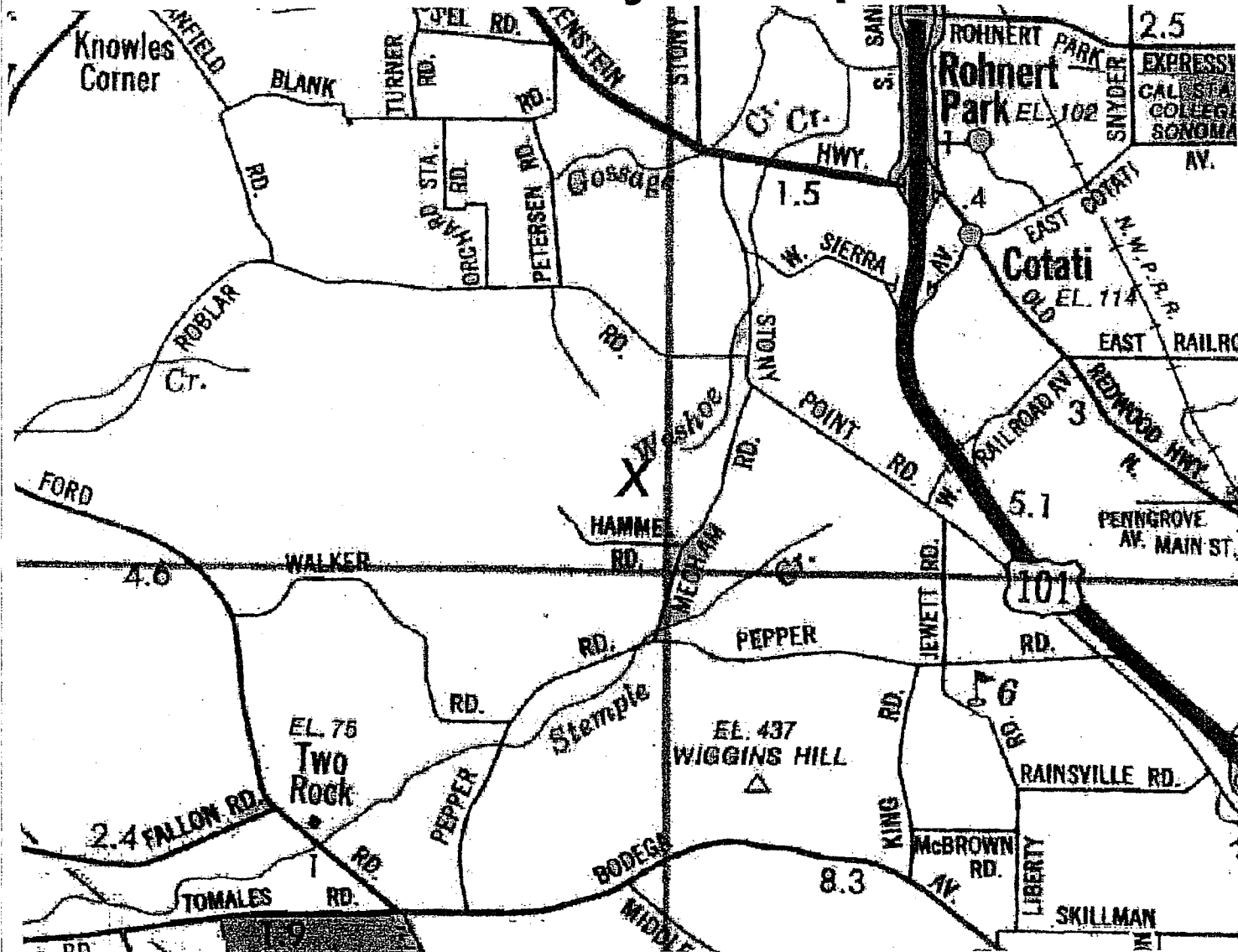
PART OF
SUBDIVISION No. 1
MAP OF THE LANDS
OF MEACHEM

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

- REVISED
- 3-20-81 = 24
 - 2-28-85 =
 - 3-21-94 = 26 LF
 - 2-26-98 = 27 RM
 - 1-26-99 = 28 LSL
 - 10-24-00 = Ag LLL
 - 1-4-02 = 30 LSL
 - 5-31-07 = SBE-MH

Assessor's Map Bk 24 Pg 08
Sonoma County, Calif.

Vicinity Map



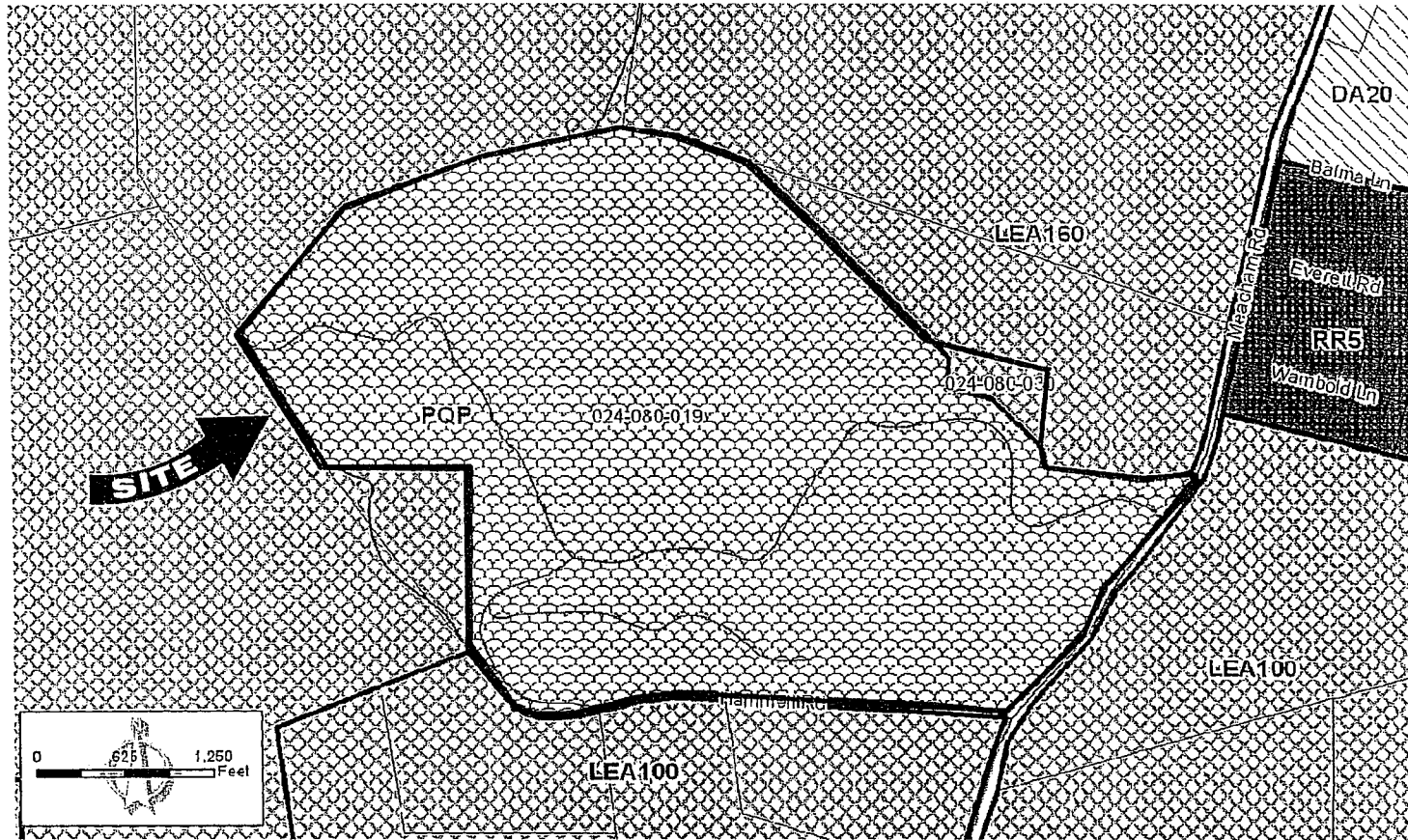
PRMD

UPE13-0065

EXHIBIT D

General Plan Land Use

EXHIBIT E



General Plan Land Use

- | | |
|---|-------------------------------------|
| Diverse Agriculture | General Commercial |
| Land Extensive Agriculture | Limited Commercial |
| Land Intensive Agriculture | Limited Commercial Traffic Servitve |
| Resource and Rural Development | General Industrial |
| Rural Residential | Limited Industrial |
| Urban Residential | Public / Quasi Public |
| Recreation / Visitor-Serving Commercial | |

Base Map Data

- | | |
|----------------------|-----------------------------|
| Planning Area Policy | Coastal Commission Boundary |
| Affordable Housing | Urban Service Area Boundary |
| City | Highways |
| | Perennial Streams |
| | Intermittent Streams |

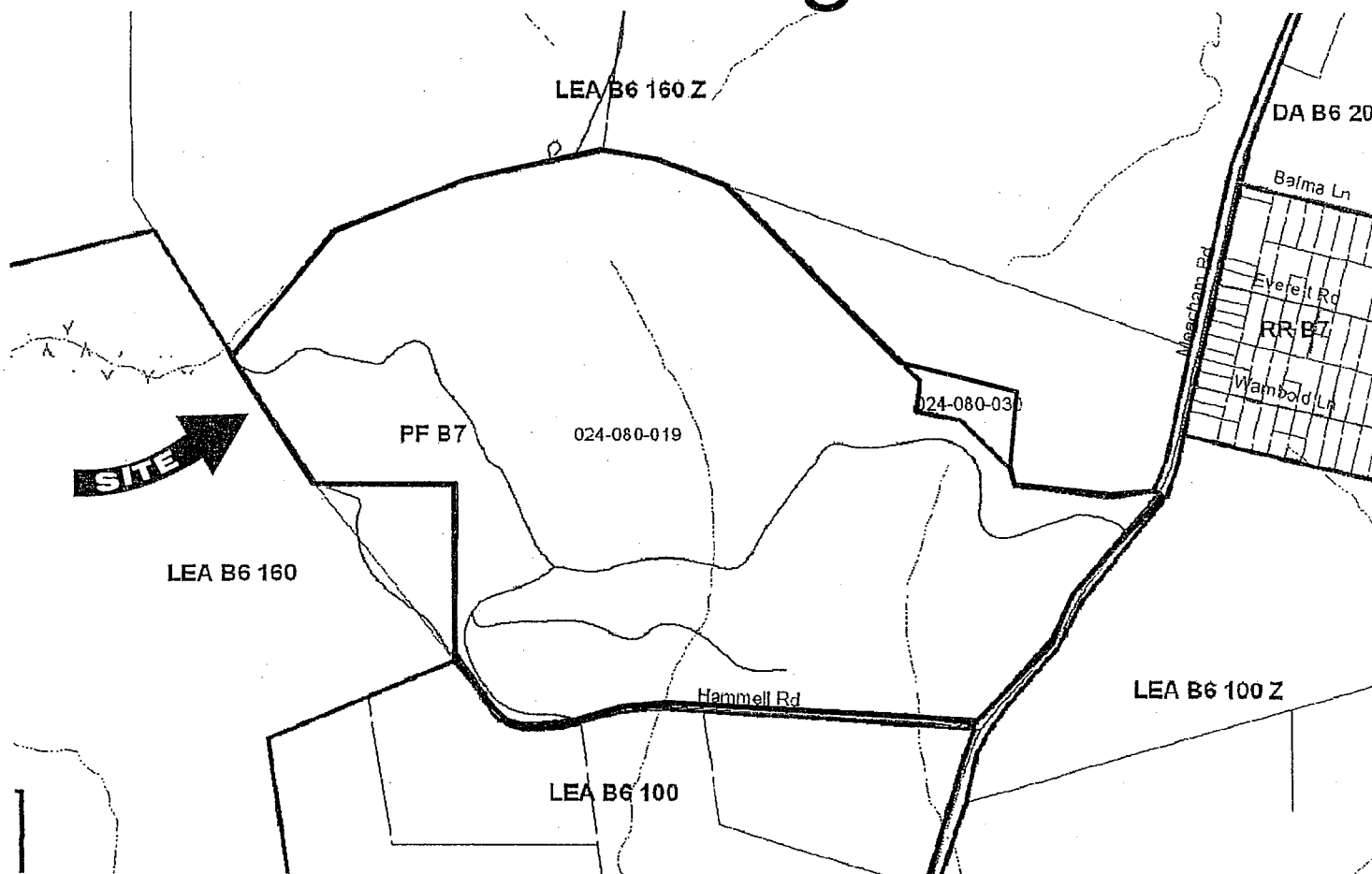
Numbers on map indicate maximum density in Acres/Lot, except Urban Residential where numbers indicate Units/Acres.



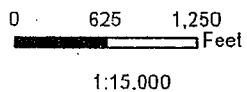
PRMD

UPE13-0065

Zoning



Zoning and Combining Districts



City Limit	SD Scenic Design	MR Mineral Resource
AH Affordable Housing	SR Scenic Resource	G Geologic Hazard
LU Policy	VOH Valley Oak Habitat	F1 Floodway
HD Historic District	BR Biotic Resource	F2 Floodplain



PRMD

UPE13-0065

EXHIBIT F

Subsequent Mitigated Negative Declaration

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

Publication Date:	December 12, 2013
Adoption Date:	
State Clearinghouse:	1995073068

This statement and attachments constitute the **Subsequent Mitigated Negative Declaration** as proposed for or adopted by the Sonoma County decision-making body for the project described below.

File No.: UPE13-0065

Planner: Ken Ellison

Project Name Material Recovery Facility

Project Location: 500 Mecham Road, Petaluma, APN 024-080-019 & 030
See Vicinity Map - Attached

Project Description: The County of Sonoma has prepared this Subsequent Mitigated Negative Declaration for the proposed Materials Recovery Facility (MRF) to be located within the existing public tipping building (referred to as the Public Tipping Building, Public Tipping Facility, Central Transfer/Processing Facility, or CTPF) at the County Central Disposal Site (CDS). Construction and operation of this MRF was a requirement of the Master Operations Agreement (MOA) entered into between the County and Republic Services of Sonoma County, Inc. The applicant is requesting a Use Permit to authorize the proposed physical and operational modifications which are needed for the installation and operation of the material recovery and processing equipment (MRF). The physical improvements include adding two doors to two of the open bays of the existing Public Tipping Building, and adding an approximately 6,500 square foot roofed/canopy storage area addition to the west side of the same building (over an existing asphalt area). The Public Tipping Building would otherwise continue to operate under its current entitlements.

Physical Area That The Use Permit Addresses: The proposed Use Permit boundaries consist of the entire Public Tipping Building, and the area to the west needed for the bale storage area. It also includes the immediately adjacent driveways/parking area, and a planting area to the north of the Public Tipping Building.

Background and Purpose of the Supplemental Mitigated Negative Declaration: In 1998, the County certified the Central Disposal Site Improvement Program EIR (1998 EIR), and described various improvements to be made at the Central Disposal Site within the County's waste management system, including the construction of a Public Tipping Building that is now proposed to be modified with MRF equipment.

In April of 2013, the County approved a Master Operations Agreement (MOA) with Republic Services of Sonoma County, Inc. (Republic). The MOA with the County includes long-term management, development, environmental compliance, and operations of the Central Landfill and transfer stations. The County will retain ownership of all underlying property. Republic's obligations under the MOA include various capitalization and development responsibilities. As relevant here, subject to obtaining all required Permits and approvals from the County, the MOA requires Republic to fund and construct Materials Recovery Facility processing lines and equipment (MRF) at the Public Tipping Building in order to process

dry commercial waste, Construction and Demolition material (C&D) and selected Self-Haul materials. Section 6.2 of the MOA makes Republic's obligations to implement the MRF "expressly conditioned upon County's project-level compliance with CEQA for the MRF based on detailed design plans in connection with the County's use permit for the MRF."

An Addendum to the 1998 EIR was prepared for the MOA as a whole (*Revised Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH# 1995073068) for the Master Operations Agreement*, April 17, 2013). One component of this Addendum discussed the potential for Republic Services to install and operate MRF equipment in the Public Tipping Building. Impacts were analyzed in this Addendum based on available information, but details of the proposed MRF were not available at the time of the Addendum preparation. The Addendum discussed potential issues associated with the proposed MRF, including noise, odor, hazardous materials, fire risk, and dust emissions. The Addendum made clear that construction and operation of the MRF will require a Use Permit from the County, including a more detailed CEQA review.

Pursuant to the California Environmental Quality Act (CEQA), the Sonoma County Permit and Resource Management Department (PRMD) prepared this Subsequent Mitigated Negative Declaration to address potential environmental impacts associated with the MRF addition to the Public Tipping Building.

CEQA embodies a strong presumption that once an EIR has been prepared for a project, no subsequent environmental review is required unless conditions or circumstances present themselves which would trigger the need for such additional environmental review. Public Resources Code section 21166 and Section 15162 of the CEQA Guidelines define the conditions that would require further environmental review, in the form of a Subsequent EIR or a Negative Declaration, for a project. These conditions are listed below:

Pursuant to State CEQA Guidelines Section 15162:

"(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted."

The County has reviewed and considered the 1998 EIR, including the MOA Addendum, and determined that a subsequent MND is required to address minor changes in the project. None of the conditions described in subdivision (a) of Section 15162 have occurred, and therefore a subsequent EIR is not required. The addition of the material recovery and processing equipment within the existing tipping building is a minor change in the project and requires only minor additions or changes to the previous EIR to make it adequate for the project as revised. Accordingly, a subsequent MND (SMND) is the appropriate environmental document.

PRMD staff has also required additional reports and documentation regarding potential noise, air quality, toxic contaminants, and GHG impacts. These additional studies support the conclusions that the potential impacts from the changes in the project will be less than significant or will be reduced to a less than significant level with identified conditions of approval and mitigation measures agreed to by the project applicant. The additional studies are listed below and attached to this document, and are discussed in the appropriate environmental issue area of this SMND.

Environmental Finding:

Although the proposed addition of MRF equipment within the existing Public Tipping Building, and addition of a canopy to the Public Tipping Building, requires some changes to the analysis in the 1998 EIR, none of the conditions requiring preparation of a subsequent EIR have occurred. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects as identified in the 1998 EIR, MOA Addendum, and SMND. Those changes or alterations are within the responsibility and jurisdiction of the County. Such changes have been agreed to by the applicant. All impacts associated with installation and operation of the MRF can be mitigated to less than significant with the adoption of the mitigation measures identified herein. Therefore, the adoption of a Subsequent Mitigated Negative Declaration is appropriate. The Subsequent Mitigated Negative Declaration has been completed in compliance with CEQA, the State CEQA Guidelines and County guidelines and the information contained therein will be reviewed and considered by the County decision making body prior to making a decision on the changes in the project.

Environmental Analysis: Attached

Other Attachments:

1. Application form and project description, figures and graphics, and hours of operation letter from

applicant, construction data letter from applicant, water conservation letter from applicant, mitigation acceptance letter from applicant

2. Supplemental Noise Analysis (*Environmental Noise Assessment Central Transfer Processing Facility improvements Project*) prepared by Illingworth and Rodkin, Inc., November 8, 2013

3. Supplemental Air Quality Analysis (*Focused Air Quality Impact Analysis for the Central Transfer Station/Processing Facility*), SCS Engineers, December 2013

4. Vicinity Map, General Plan Map, Zoning Map

Decision-making Body: Sonoma County Board of Supervisors

Public Circulation Period: December 12, 2013 to January 13, 2014

COUNTY OF SONOMA
PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403
(707) 565-1900 FAX (707) 565-1103

ENVIRONMENTAL ANALYSIS

FILE #: UPE13-0065

PROJECT: Material Recovery Facility

PLANNER: Ken Ellison

DATE: December 12, 2013

LEAD AGENCY: Sonoma County

PROJECT LOCATION: 500 Mecham Road APN 024-080-019 and 030

APPLICANT NAME: Republic Services of Sonoma County, Inc. Rick Downey

APPLICANT ADDRESS: 500 Mecham Road, Petaluma, CA 94952

GENERAL PLAN DESIGNATION: APN 024-080-019 – PQP; APN 024-080-030 – LEA 160

AREA PLAN: Petaluma Dairy Belt

ZONING: APN 024-080-019 – PF B7; APN 024-080-030 – LEA B6 160Z

BACKGROUND AND ENVIRONMENTAL REVIEW:

In 1998, the County certified the Central Disposal Site Improvement Program EIR (1998 EIR), and approved various improvements to be made at the Central Disposal Site within the County's waste management system, including the construction of a Public Tipping Building that is now proposed to be modified with MRF equipment.

In April of 2013, the County approved a Master Operations Agreement (MOA) with Republic Services of Sonoma County, Inc. (Republic). Republic's obligations under the MOA include various capitalization and development responsibilities. As relevant here, subject to obtaining all required Permits and approvals from the County, the MOA requires Republic to fund and construct Materials Recovery Facility processing lines and equipment (MRF) at the Public Tipping Building in order to process dry commercial waste, Construction and Demolition material (C&D) and selected Self-Haul materials. Section 6.2 of the MOA makes Republic's obligations to implement the MRF "expressly conditioned upon County's project-level compliance with CEQA for the MRF based on detailed design plans in connection with the County's use permit for the MRF."

An Addendum to the 1998 EIR was prepared for the MOA as a whole (*Revised Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH# 1995073068) for the Master Operations Agreement, April 17, 2013*). One component of this Addendum discussed the potential for Republic to install and operate MRF equipment in the Public Tipping Building. Impacts were analyzed based on available information, but details of the proposed MRF were not available at the time of the Addendum preparation. The Addendum discussed potential issues associated with the proposed MRF, including noise, odor, hazardous materials, fire risk, and dust emissions. The Addendum made clear that construction and operation of the MRF will require a Use Permit from the County, including a more detailed CEQA review. Additional design work and operational analysis has been completed and has been submitted to the PRMD in Republic's Use Permit application package including a complete set of permit level site and building drawings, project descriptions and supporting

documents.

Pursuant to the California Environmental Quality Act (CEQA), the Sonoma County Permit and Resource Management Department (PRMD) prepared this Subsequent Mitigated Negative Declaration to address potential environmental impacts associated with the modified project.

CEQA embodies a strong presumption that once an EIR has been prepared for a project, no subsequent environmental review is required unless conditions or circumstances present themselves which would trigger the need for such additional environmental review. Public Resources Code section 21166 and Section 15162 of the CEQA Guidelines define the conditions that would require further environmental review, in the form of a Subsequent EIR or a Negative Declaration, for a project. These conditions are listed below:

Pursuant to State CEQA Guidelines Section 15162:

"(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted."

In considering this discretionary modification to the project, the County has reviewed and considered the prior EIR and Addendum for the Central Disposal Site, including the MOA Addendum, and has determined that a subsequent MND is required to address minor changes in the project. None of the conditions described in subdivision (a) of Section 15162 have occurred, and therefore a subsequent EIR is not required. The addition of the MRF inside the existing Public Tipping Building is a minor change in the project that requires only minor additions or changes to the previous EIR to make it adequate for the project as revised. Accordingly, a subsequent MND (SMND) is the appropriate environmental document.

PRMD staff has also required additional reports and documentation regarding potential noise, air quality, toxic contaminants, and GHG impacts. These additional studies support the conclusions that the potential impacts from the changes in the project will be less than significant or will be reduced to a less than significant level with identified conditions of approval and mitigation measures agreed to by the project applicant. The additional studies are listed below and attached to this document, and are discussed in the appropriate environmental issue area of this SMND. The additional studies are listed below and attached to this document, and are discussed in the appropriate environmental issue area of the SMND.

ENVIRONMENTAL FINDING:

Although the proposed addition of MRF equipment within the existing Public Tipping Building, and addition of a canopy to the Public Tipping Building, requires some changes to the analysis in the 1998 EIR, none of the conditions requiring preparation of a subsequent EIR have occurred. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effects as identified in the 1998 EIR, MOA Addendum, and SMND. Those changes or alterations are within the responsibility and jurisdiction of the County. Such changes have been agreed to by the applicant. All impacts associated with installation and operation of the MRF can be mitigated to less than significant with the adoption of the mitigation measures identified herein. Therefore, the adoption of a Subsequent Mitigated Negative Declaration is appropriate. The Subsequent Mitigated Negative Declaration has been completed in compliance with CEQA, the State CEQA Guidelines and County guidelines and the information contained therein will be reviewed and considered by the County decision making body prior to making a decision on the changes in the project.

DESCRIPTION OF PROJECT:

In 1998, the County certified the Central Disposal Site Improvement Program EIR (1998 EIR). The 1998 EIR described various improvements to be made at the Central Disposal Site within the County's waste management system, including the construction of a Public Tipping Building. Pursuant to the MOA, the Public Tipping Building is now proposed to be modified with MRF equipment and expanded with a canopy for storage.

The applicant is requesting a Use Permit to authorize the proposed physical and operational modifications which are needed for the installation and operation of the material recovery and processing equipment (MRF). The Public Tipping Building would otherwise continue to operate under its current entitlements. The physical improvements including adding two doors to two of the open bays of the existing Public Tipping Building, and adding an approximately 6,500 square foot roofed/canopy storage area addition to the west side of the same building (over an existing asphalt area). See the project application for graphics depicting items discussed below.

The material recovery and processing equipment (MRF) would be installed in the east side of the Public Tipping Building and is designed to allow for the current transfer functions of the Public Tipping Building to continue. The 1998 EIR analyzed expanding the Public Tipping Building with an additional bay, which has not been added (1998 EIR, Figure 2-10). Instead of building an additional bay, the applicant proposes a canopy of approximately the same size in the same location.

The material recovery and processing equipment will be designed to recover, for recycling and other beneficial reuse, material from the following three subsets of the municipal waste stream: 1) Selected self-haul materials; 2) C&D material (construction and demolition); and 3) Commercial dry route material.

These three streams represent relatively dry, primarily non-putrescible fractions of the municipal solid waste (MSW) stream, and are well suited for recovery of recyclables and other beneficial reuse materials. The system has been designed for efficient recovery of these dry fractions of the waste stream. The primary materials targeted for recovery by the system design include, but are not limited to: wood, cardboard, mixed paper, concrete and other inert material, roofing, metal, gypsum, aluminum, ferrous, plastic and glass containers, film plastic, fines suitable for use as alternative daily cover (ADC) at the landfill, carpet and padding, mattresses and yard waste.

The material recovery and processing equipment will include two material in-feed options: 1) a below grade in-feed conveyor for material that will not require size reduction such as the commercial dry route stream, and 2) a hopper-fed slow speed auger shredder for size reduction of bulky material like wooden pallets or other C&D material. C&D material will be screened to remove fines for beneficial reuse. All material will be elevated to the main sorting line where material will be conveyed past sorting stations where employees will hand pick various recyclable materials for placement in storage bunkers located below the elevated main platform.

After the manual-sorting stations, material will proceed to one of two additional sorting options. One option is intended for paper fiber rich loads and includes mechanical sorting and final clean up of the mixed paper fraction before the material is baled for shipment to end-use markets. The other option, intended primarily for construction and demolition (C&D) material, provides mechanical separation of any remaining fines suitable for ADC before the residual trash is deposited back on the tipping floor for transfer to the landfill. The system includes a baler for packaging recyclable materials such as cardboard mixed paper and containers. Other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications. All vehicles transferring the various recovered materials, including loads of fines, will be covered.

In addition to the installation of the material recovery and processing equipment, the applicant proposes to make some modifications and additions to the existing Public Tipping Building site and building. Drawings of these modifications are shown in the attached application. The proposed modifications include the following: 1) enclosure of a portion of the north side of the building to reduce off-site noise from the operation of the material processing system. This enclosure will also aid in the control of potential dust and odor. 2) Installation of a dust control system consisting of misters at localized points in the material processing system, and the installation of additional overhead misting to supplement the Public Tipping Building's existing system located at the north side building openings for odor and dust control. 3) Addition of a roof canopy structure at the west side of the existing Public Tipping Building for bale storage and loading for transport to market. 4) The addition of a row of trees along a portion of the north property boundary.

The purpose of the material recovery and processing equipment is to divert additional materials from the waste stream that would otherwise be destined for landfill disposal. The three material streams - self-haul, C&D and commercial dry waste - identified for processing on the material recovery and processing equipment, are subsets of the overall MSW that is currently received, processed and transferred at the Public Tipping Building. Because of this, the functions related to vehicle ingress, weighing, unloading, and vehicle egress from the facility, would remain essentially the same as the current operations. Once unloaded on the tipping floor, the dry fractions of the waste stream would be directed to the material recovery and processing equipment for processing as described above. Any putrescible mixed MSW delivered to the facility would be transferred for disposal, as it is currently, and not be processed on the material recovery and processing equipment.

The proposed material recovery and processing equipment has been designed to target recovery of material from the existing waste stream, as opposed to new sources of material. Based on this design, the current and projected overall volumes of material at the CDS are not expected to change. Some minor increase in vehicle trips related to transportation of recovered materials, both loose and baled, to off-site markets may occur.

A primary operational change would occur related to how various loads are directed within the CDS when

they arrive. Transfer vehicles from the outlying transfer stations would deliver loads of C&D and selected self-haul material to the Public Tipping Building for processing on the material recovery and processing equipment instead of to the working face of the landfill for direct disposal. This would also occur for commercial dry waste material to be delivered in commercial route collection vehicles. In addition, some of the "wet" primarily putrescible waste from residential and commercial franchise hauling vehicles may be diverted from tipping at the Public Tipping Building to unloading directly at the working face of the landfill for disposal. The existing self-haul customers and C&D loads arriving at the CDS would continue to be directed to the Public Tipping Building as they are currently.

Another proposed operational change relates to handling, storage, loading and transportation of baled recyclables. Recovered materials suitable for baling, such as cardboard, paper, containers, film plastic, etc., would be separated and stored loose in bins or in the bulk bunkers. Each commodity would be directed to the baler individually. The baled material would be moved by forklift to the proposed bale storage area on the west side of the Public Tipping Building. The baled material would be staked in rows under the roof area to ensure protection from the weather and, in particular, to remain dry prior to shipment. As shown in the attached application, the roof canopy structure would be enclosed on its' east wall (existing), the south wall and partially on the west wall. This will provide for architectural consistency with the existing facility and control windblown material. A portion of the west wall and the entire north wall would be open for forklift access and for loading of transport vehicles for shipment of recyclables to end use markets. A combination of flatbed, enclosed vans and/or intermodal container trucks would typically be utilized for loading and transport of baled recyclables to market.

Also, as mentioned previously, other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

The operation of the material recovery and processing equipment would also result in increased employment at the Public Tipping Building. Currently, the County has four floor worker positions and three equipment operator positions related to running the Public Tipping Building for a total of seven. The material recovery and processing equipment operations would require the addition of positions for working on the sort line and operating the baler and folk lift. This has the potential to add up to a total of 10 employees at the Public Tipping Building once the material recovery and processing equipment is fully operational. Sufficient employee parking exists at the site to accommodate this increase.

The 1998 EIR described the public tipping building, and noted that it was designed to add an additional bay at some point in the future. The 1998 EIR analyzed the potential impacts of expanding the building by adding the additional bay. The applicant proposes to replace the bay with a canopy. Construction of the MRF and the canopy structure would require vehicle trips for workers and truck trips for supplies and equipment. All of these trips and activities are temporary in nature. The applicant has estimated, in a letter to the County, the following relating to each component:

MRF Construction: estimated to take place over 4 – 6 weeks; require 6 – 8 workers; and require up to 20 truck trips to deliver the equipment and supplies.

Canopy Construction: estimated to take place over 3 – 4 months; require 4 – 10 workers; and require up to 15 truck trips to deliver the structure components and supplies.

As is the case for the entire site, in addition to being subject to regulatory enforcement, pursuant to the MOA the applicant would be contractually obligated to operate the MRF in compliance with all applicable environmental laws, which is broadly defined.

SURROUNDING LAND USES AND SETTING: Briefly describe the project's surroundings:

North: LEA designated land use – primarily grazing

East: LEA designated land use – primarily grazing and a dairy

South: LEA, DA, and RR land use, including the Happy Acres subdivision

West: LEA designated land use – primarily grazing

Other Public Agencies whose approval is required (e.g. permits, financing approval, or participation agreement): County of Sonoma Department of Health (Acting as the solid waste Local Enforcement Agency) responded to the referral notice stating the proposed MRF will require a new Solid Waste Facility permit.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project modification:

- | | | |
|---|--|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural & Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emission | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Service Systems | |
| <input type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed addition of MRF equipment within the existing Public Tipping Building, and modifications to the Public Tipping Building, and associated operational changes requires some changes to the analysis in the 1998 EIR, none of the conditions requiring preparation of a subsequent EIR have occurred. The proposed changes to the project could have a significant effect on the environment, however, there will not be a significant effect in this case because any potential impacts have been mitigated to a less than significant level. Only minor modification of the analysis in the prior 1998 EIR is required to address the changes in the project, and a SUBSEQUENT MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed by in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- Although the proposed project could have a significant effect on the environment, all potentially significant effects were previously analyzed in an earlier EIR or Negative Declaration pursuant to applicable standards and potential impacts have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project. There are no changes in the project, no new information related to potential impacts, and no changes in circumstances that would require further analysis pursuant to Section 15162 of CEQA Guidelines, therefore no further environmental review is required.

Incorporated Source Documents

In preparation of the Initial Study checklist, the following documents were referenced/developed, and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

- Project Application and Description
- Sonoma County General Plan and Associated EIR
- Sonoma County Zoning Ordinance
- Petaluma Dairy Belt Area Plan
- State and Local Environmental Quality Acts (CEQA)
- 1998 Central Disposal Site Improvement Program EIR, December, 1998
- Revised Addendum to the Sonoma County Central Disposal Site improvement Program Final Environmental Impact Report for the Master Operations Agreement, April, 2013.
- Correspondence received on project.
- Other technical reports including:

1. Supplemental Environmental Noise Assessment prepared by Illingworth and Rodkin, Inc, November 8, 2013
2. Supplemental Air Quality Study prepared by SCS Engineers, December, 2013

EVALUATION OF ENVIRONMENTAL IMPACTS:

The following discussion considers all the Initial Study environmental checklist questions as they relate to the proposed MRF that have changed since adoption of the previous environmental documents. The analysis addresses whether any of the changes would result in significant new or substantially more severe impacts than previously analyzed, such that the preparation of a Subsequent EIR or Negative Declaration would be required.

1. Aesthetics

The 1998 EIR described the landscape context of the project site, the project viewshed, and visual character of the area. The 1998 EIR analyzed the potential impacts of the Public Tipping Building and other structures in this area of the CDS (household hazardous waste facility, recycle/reuse facility, and the gas fuel facility that has not been constructed). The 1998 EIR found that the none of these structures would be visible from Highway 101, however, it stated that the roof of the tipping building may extend above the adjacent ridge line to the north, and be visible in the vicinity of the intersection of Stony Point Road and Mecham Road. Mitigation was implemented to reduce the impact of seeing the Public Tipping Building, including: painting the building earth tones, using unobtrusive lighting, and planting screening trees.

The proposed MRF will add two doors to the existing tipping building, in addition to a new roof canopy on the west side of the building (see Figure A4.1 of the application). This roof canopy will have a roof line lower than the existing building, be of the same architecture and color, and thus, would not result in a new visual impact not previously identified in the 1998 EIR.

Although there will be no new visual impact with implementation of the changes in the project, the applicant has proposed, as part of the Use Permit application, to plant a row of trees along a portion of the northern property boundary (see Figure A1.2 of the application for a conceptual tree planting plan). These trees will provide additional visual screening of the existing tipping building.

For these reasons, the proposed Use Permit would not result in a new significant aesthetics effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

2. Agricultural Resources

The CDS, which includes the Public Tipping Building, and adjacent areas, have no agricultural resources present.

For this reason, the proposed Use Permit would not result in any new significant agricultural effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

3. Air Quality

The regional air quality setting is discussed in the 1998 EIR, which also included a description of applicable laws relating to air emissions, including the Bay Area Air Quality Management District regulations relating to criteria air pollutants. The 1998 EIR addressed air quality impacts of constructing and operating expansion of the Central Landfill and the other improvements proposed as part of the project. The 1998 EIR found all air emissions to be less than significant, with the exception of nitrogen oxides (NOx) and reactive organic gases (ROG) emissions from the landfill expansion component for the

years 2005 to 2014.

To determine if the proposed MRF installation and operation would result in any potential changes to air quality, the applicant prepared an air quality study (*Focused Air Quality Impact Analysis for Central Transfer/Processing Facility, Petaluma, California*, SCS Engineers, December, 2013)(AQIA). The following discusses four air quality issues: 1) dust emissions, 2) hazardous materials and dust emissions from hazardous materials, 3) dust emissions from the use of MRF fines as alternative daily cover (ADC), and 4) odors. Additional detailed discussion of these issues is included in the AQIA.

Dust Emissions

The AQIA considered dust emitted from operation of the MRF by the handling of the dry waste, in addition to the increased road dust associated with the new vehicle traffic from the changes in the project, and the use of fines from the MRF operation as Alternative Daily Cover (ADC) on the landfill. The emissions modeled in the study are PM₁₀ and PM_{2.5}. The modeling assumed a very conservative reduction in dust emissions from the spray emitters on the MRF of 50%. In addition, the existing spray emitters in tipping building will further reduce the potential dust impact. The AQIA found that the proposed changes in the project, using a conservative dust reduction by the emitters, would result in 0.034 tons per year (tpy) of PM₁₀ (68 pounds), and 0.005 tpy of PM_{2.5} (10.3 pounds). This is substantially lower than the BAAQMD thresholds of significance for PM₁₀ of 15 tpy, and a threshold for PM_{2.5} of 10 tpy, and thus not a significant impact, nor would it be considered significant on a cumulative basis.

Hazardous Materials and Dust Emissions Associated with Hazardous Materials

The current policies and procedures at the facility are designed to address the possibility that small amounts of hazardous or other prohibited materials may be present in the waste stream could enter the Public Tipping Building undetected, even though they are not allowed. These materials could include paint, aerosol cans of various materials, cleaning solvents and supplies, oil, pesticides, herbicides, glues, mercury from switches and lights, small amounts of medical waste, insulation (potential asbestos), or other prohibited material a typical household or business might dispose of. The existing operations in the Public Tipping Building include a Load Checking Program designed to detect and remove these types of materials. The Program is designed to detect and deter attempts to dispose of prohibited wastes, including hazardous materials, and details employee training on how loads are checked for prohibited waste, and waste handling procedures. All operations personnel (i.e. scale house attendant, spotters, equipment operators, etc.) are given a minimum of eight hours of annual training on the recognition of hazardous waste. Waste is screened at the site entrance, when a vehicle dumps the load at the load checking area, and finally by heavy equipment operators moving the material on the tipping floor for loading to move to the landfill. In addition, the current operations must follow all applicable OSHA and Cal OSHA workplace safety regulations, regarding the handling of hazardous materials, and exposure to toxic substances, including lead and asbestos. This program would continue with the proposed changes in the project.

The material streams of C&D, commercial dry waste and selected self haul that are proposed to be processed through the MRF are subsets of the existing MSW stream that is currently received at the Public Tipping Building and as such will be subject to the same potential impacts related to prohibited waste that exist currently at the site. While potential prohibited material in C&D loads may tend to be more construction oriented in nature, such as paint, mercury from switches and lights, treated wood, insulation (potential asbestos), oil, and solvents, these loads of C&D materials are also typically pre-screened through the demolition and building permit process, which have code requirements for proper plancheck, inspection, and disposal of hazardous materials. C&D loads are also easier to trace back to a commercial operation in the event that a contaminated load is found, and halt or correct future loads from that source.

In addition to other air quality considerations, the AQIA provided focused information regarding two potential hazardous materials that could enter the waste stream and be processed by the proposed MRF, lead, and asbestos containing materials. Waste is screened for asbestos containing materials as described above in the Load Checking Program, in addition to any additional screening that may occur off-site.

The Load Checking Program will limit the potential for significant amounts of lead or lead-based paint to enter the Public Tipping Building. As a conservative approach, the AQIA assumed that one percent of the dust was lead. This is a very conservative assumption, as the paint itself likely accounts for less than one percent of the weight of the processed material. Using the USEPA's screening level dispersion model, SCREEN3, the movement of the dust was modeled at the nearest receptor. The resulting concentration 1,000 feet from the Public Tipping Building, 0.0051 $\mu\text{g}/\text{m}^3$, is well under the NAAQS for lead, 0.15 $\mu\text{g}/\text{m}^3$.

The potential impacts of the materials handled at the Public Tipping Building are also regulated by OSHA and Cal-OSHA, which have enforceable limits on worker exposure to toxic substances, including both lead and asbestos. Republic Services, Inc. requires all their facilities to comply with OSHA regulations including the provision of Personal Protective Equipment (PPE) and respiratory protection if necessary. Republic will provide its workers with all PPE required by OSHA and Cal-OSHA, and/or implement any other required control measures to reduce the risks of respiration of particulates. The site maintains a Health and Safety Program and requires personnel training. The Public Tipping Building evaluates the use of PPE and other safety issues as part of the existing Health and Safety Program. OSHA and Cal-OSHA have established safe workplace environment standards and have enforceable workplace regulations to require a safe workplace environment.

Cal-OSHA has an established permissible exposure limit (PEL) for lead of 50 $\mu\text{g}/\text{m}^3$ averaged over eight (8) hours. This limit is enforceable by Cal-OSHA and constitutes an enforceable condition for the purposes of CEQA.

OSHA has established an action level of 30 $\mu\text{g}/\text{m}^3$ for lead. If a worker would be exposed to lead concentrations above the action level, averaged over eight hours, lead exposure monitoring is required. If lead concentrations exceed the PEL, the Republic is required to make respirators available to employees at no cost to the employee.

OSHA requires that employers establish "regulated areas" if asbestos exceeds concentrations of 0.1 fiber per cubic centimeter averaged over eight hours or 1 fiber per cubic centimeter averaged over 30 minutes. If asbestos concentrations reach those trigger levels, employers must establish regulated areas, demarcate those areas, and provide respirators to employees for use in the regulated areas.

Under the MOA, all of these OSHA requirements are also contractually enforceable "applicable laws" by the County.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) seeks to identify and evaluate risk from air toxics sources; however, AB 2588 does not directly regulate or limit air toxics emissions. Toxic Air Contaminants (TAC) emissions from individual facilities are quantified and prioritized. Under AB 2588, "high priority" facilities are required to perform a health risk assessment (HRA) and, if specific thresholds are violated, are required to communicate the results to the public in the form of notices and public meetings. Depending on the risk levels, emitting facilities are required to implement varying levels of risk reduction measures. The BAAQMD implements AB 2588 and is responsible for prioritizing facilities that emit air toxics in the San Francisco Bay Area Air Basin through its permitting program. The Public Tipping Building has not been categorized by BAAQMD as a "high-priority" facility and is unlikely to emit TACs in quantity sufficient to significantly impact off-site receptors. The BAAQMD recently permitted a similar C&D waste processing facility at the Redwood Landfill in Marin County. The BAAQMD required calculation of the dust emissions, but did not require any calculation of off-site impacts from TACs in that dust. The BAAQMD has the authority to regulate TAC sources and require that they demonstrate that the emissions do not pose significant risk to off-site receptors. Similarly, the BAAQMD regulates odor sources, as further discussed below, and they did not require an odor analysis from the Redwood MRF. In its permitting actions for the Redwood MRF, the BAAQMD indicated that it does not see C&D material processing and recovery as a source that would result in off-site impacts from TACs or odors. This permitting supports the conclusions of the AQIA that the proposed changes in the project will not create significant impacts due to toxic or odorous emissions.

Dust from Fines Used as ADC

During operation of the MRF, smaller sized material suitable for use as Alternative Daily Cover (ADC) screened from the processing equipment (referred to as fines) will be collected, stored and transported to the working face of the CDS. The transport and spreading of these fines on the landfill may result in dust emissions, however, the fines will be transported in covered containers and managed according to California Code of Regulation (CCR) Title 27 regulations and LEA requirements for this material, including dust control as needed. This practice of using fines from a material recovery facility is allowed per regulations, and is a current practice at the landfill. The 1998 EIR included a mitigation requiring a revision of the sites Dust Control Plan designed to reduce dust emissions from construction and operation of the new facilities at the Central Disposal Site. This measure will continue to apply to the entire facility, including the MRF operations as proposed within the Public Tipping Building.

Odors

The April 2013 MOA Addendum determined that odor impacts from the proposed changes in the project would be less than significant, based on the fact that the site would have to comply with BAAQMD Regulation 1-301, which prohibits Public Nuisance, and Regulation 7, which establishes limitations on odorous substances on certain odorous compounds, as well as the fact that the waste stream processed in the MRF is primarily non-putrescible. Self-haul materials containing putrescible waste are not deemed appropriate for the material recovery process. The current SWFP (Solid Waste Facilities Permit) for the tipping building includes conditions to reduce potential odor impacts, including complaint logging, restrictions on length of time waste can be stored, and restrictions on the maximum pile size. These waste handling practices are industry standard Best Management Practices (BMPs), and are known to be effective in preventing waste-related odors. These conditions limit the potential for anaerobic decomposition of putrescible waste and therefore the potential for odor impacts.

If a project is considered a new source of odor, BAAQMD CEQA guidance recommends completing a three-step evaluation for the potential of an odor impact. As a conservative measure, the proposed changes in the project were evaluated using the three steps. The AQIA applied the BAAQMD odor evaluation process to the proposed changes in the project to determine the potential for a new odor impact with Use Permit implementation. This analysis showed neither the existing tipping building operation, nor the proposed addition of a MRF, would result in any new significant odor impacts based on the BAAQMD guidance.

Based on the above, and the fact that the putrescible waste streams processed by the existing operations within the tipping building will be reduced as a result of the proposed changes in the project, new odor sources are not expected, and odor impacts would be less than significant. The existing conditions as part of the SWFP, and BMP's related to odor minimization, will continue with implementation of the proposed changes in the project to reduce any potential for odor concerns. In addition, the project applicant has proposed the enclosure of a portion of the building and has proposed to install additional misters.

For the reasons above, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

4. Biological Resources

The 1998 EIR discussed the biological setting, existing plant communities, wetlands, and wildlife in the project area. The section also includes a discussion of biological definitions and the regulatory setting.

The proposed changes in the project would not impact any natural areas, other than the minor disturbance associated with the planting of trees along a portion of the northern property line.

For this reason, the proposed Use Permit would not result in any new significant biological effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

5. Cultural Resources

The 1998 EIR addressed cultural resources for the entire CDS, including the location of the existing Public Tipping Building. The proposed changes in the project would not impact any native soils, other than the minor disturbance associated with the planting of trees along a portion of the northern property.

A referral response was received from the California Historical Resources Information System at Sonoma State (Northwest Information Center) stating that the proposed project area (not defined in the referral response) contains or is adjacent to a known archaeological site and recommended that a qualified professional assess the status of the resources and provide specific recommendations. In addition, the letter recommended the County contact the local Native American tribes regarding traditional, cultural, and religious heritage values. Although the referral response included these recommendations, because the proposed changes in the project will not involve excavating in any native soil, no further study is warranted.

For this reason, the proposed Use Permit would not result in any new significant agricultural effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

6. Geology and Soils

The 1998 EIR considered any potential geologic issues as it related to constructing the Public Tipping Building, and concluded that there would be none, provided applicable building standards were followed. The addition of the roof canopy structure on the west end of the building would not give rise to any new geologic concerns related to the design, as all applicable building codes will be followed.

For this reason, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

7. Greenhouse Gas Emissions

Although GHG emissions were not discussed in the 1998 EIR, the effect and science of GHG emissions was generally known at that time, and as a result does not constitute new information within the meaning of Public Resources Code section 21166 and CEQA Guidelines section 15162. The January 2005 "Green House Gas Emissions Inventory for all sectors of Sonoma County" prepared by the Climate Protection Campaign determined that the Solid Waste Sector in Sonoma County has a net positive impact on the countywide generation of GHG emissions, reducing emissions by 78.8 thousand tons in 2000. This report describes the amount of GHG sequestered by the solid waste sector as only a fraction of the GHG produced when the same materials which are disposed, are manufactured. The GHG emission reductions achieved through increasing recycling through the proposed MRF will significantly contribute to greater GHG reductions in an economy-wide inventory, as discussed below.

The project will add up to an additional 10 haul truck round trips per day delivering the recyclables and other beneficial reuse materials to end use markets, and 10 worker round trips per day. In addition, the

use of electricity for the MRF equipment will result in an indirect increase in GHG emissions from the production of the electricity.

Although no trigger for further analysis of GHG impacts is present, the applicant undertook a GHG analysis, as presented in the AQIA, in order to address the potential GHG emissions with these additional trips resulting from the project, and the indirect benefits from waste diversion.

The AQIA concluded that the changes in the project would result in an increase in direct GHG emissions from increased truck trips transporting diverted materials to off-site markets and worker commutes to the Public Tipping Building, and indirectly from the use of electricity. The GHG emissions were quantified and are less than the 10,000 MTC_{O₂e} (metric ton CO₂ equivalence) threshold of significance proposed by the BAAQMD for stationary sources, and the much more conservative 1,100 MTC_{O₂e} for non-stationary sources. The changes in the project will also have a GHG emission benefit from diverting waste from the landfill to end uses. The projected net GHG benefit of this waste diversion is equivalent to removing 10,879 passenger vehicles from the road annually. Furthermore, the direct and indirect emissions from the changes are dwarfed by the indirect GHG benefit from increased waste diversion, which result in significant GHG reductions from the proposed changes in the project overall.

For this reason, the proposed Use Permit would not result in any new significant environmental effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

8. Hazards and Hazardous Materials

The 1998 EIR considered hazards and hazardous waste issues under the Public Health and Safety section of the EIR and identified no impacts that rose to a level of significance related to the Public Tipping Building.

The Public Tipping Building is permitted to accept Class III municipal solid waste (MSW), including putrescible and non-putrescible commercial, residential, construction and demolition (C&D), industrial and other non-hazardous waste. As discussed in the 1998 EIR, the facility does not accept hazardous waste and this will continue to be enforced with the implementation of the changes in the project. The Public Tipping Building has an existing Load Checking Program to screen out prohibited wastes, including flammable, corrosive, reactive, toxic, and infectious materials. Prohibited waste includes hazardous waste includes toxic substances such as lead and asbestos. Wastes containing these properties are not permitted at the CDS or the Public Tipping Building, and the proposed change in the project also does not allow the acceptance of prohibited wastes. When prohibited wastes are encountered at the Public Tipping Building, personnel follow established procedures to remove the hazardous wastes. The Load Checking Program details public education efforts to provide information regarding prohibited wastes to facility users as well as employee training on how loads are checked for prohibited waste, and waste handling procedures. All operations personnel (i.e. scale house attendant, spotters, equipment operators, etc.) are given a minimum of eight hours of annual training on the recognition of hazardous waste. Waste is screened at the site entrance, then when a vehicle dumps the load at the load checking area. Equipment operators operate as an additional chance to identify prohibited wastes. If inbound material contains prohibited material or hazardous material, then such material is separated, using procedures and methods outlined in the Load Checking Program to ensure employee safety, to segregate material by class, and temporarily store it in hazardous waste lockers provided at the Public Tipping Building. Only employees with proper training will handle hazardous waste. Prohibited waste is removed from storage at least every 90 days and transported by a licensed hauler to an approved disposal or recycling facility in accordance with regulatory approved procedures.

The changes in the project will also add an additional opportunity for screening of prohibited material through the employees stationed on the material recovery sort lines. These employees will be included in all training regarding the identification and proper handling of hazardous and other prohibited material.

For this reason, the proposed Use Permit would not result in any new significant environmental effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

9. Hydrology and Water Quality

The existing drainage at the Public Tipping Building consists of two systems: 1) within the building, all drainage is collected into tanks and treated as leachate, and then transported to the Santa Rosa Laguna Treatment Plant for treatment and disposal; 2) outside the Public Tipping Building, runoff is collected in a stormdrain system that discharges to a sedimentation pond off of Hammel Road, which discharges to a tributary to Stemple Creek.

The changes in the project would not result in any new ground disturbance. All of the MRF components are within the existing public, and not result in any additional runoff, as the material to be processed by the MRF currently enters the building. The proposed roof canopy structure on the west side of the building will not change runoff rates, volumes, or drainage patterns, as it will simply be covering an area that is already paved.

The changes in the project will not result in any water quality impacts, as the current water collection system, as described above, collects any potential contaminated water within the tipping building. The processing of material that already enters via a different method would not result in any water quality impacts. The proposed roof canopy structure would cover the bales of recyclables that are awaiting transport off site, and thus no potential for impacting water quality.

For this reason, the proposed Use Permit would not result in any new significant environmental effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

10. Land Use and Planning

The 1998 EIR found that the location of the Public Tipping Building is on the landfill parcel, which has a land use designation of PQP (Public/Quasi-Public) and is zoned PF (Public Facilities). The proposed addition of a MRF within this Public Tipping Building is not a significant change from the current operations, which are allowed in this land use designation.

For this reason, the proposed Use Permit would not result in any new significant environmental effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

11. Mineral Resources

The changes in the project would not impact any natural areas, other than the minor disturbance associated with the planting of trees along a portion of the northern property line.

For this reason, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

12. Noise

The 1998 EIR considered the noise impacts from the operations at the Public Tipping Building, and found them to be less than significant due to the distance to the nearest receptor, and an intervening ridgeline.

The MRF equipment, all of which is powered by electric motors, include - a below grade in-feed conveyor system, and a hopper fed slow speed auger shredder for size reduction of bulky material, such as wooden pallets or other C&D material. The proposed changes in the project will not add any additional mobile equipment for the operation of the MRF. The existing or comparable equipment will be utilized to move material onto the MRF conveyor system. The proposed MRF represents a new source of noise within the Public Tipping Building. To aid in the reduction of potential off-site noise the proposed change in the project includes enclosing a portion of the north side of the tipping building.

To determine if the proposed MRF operations would result in any potential changes in noise levels, the applicant prepared a noise study (*Environmental Noise Assessment, Central Transfer Processing Facility, Facility Improvements Project, Sonoma County, California*, Illingworth and Rodkin, November 8, 2013).

The current hours, per the Solid Waste Facility Permit for the Public Tipping Building are as follows: receipt of refuse from 7am to 3pm Monday – Saturday; ancillary operations/facility operating hours are from 6am to 6:30 pm, seven days a week. The noise study analyzed the noise levels during the proposed MRF operational hours of 7 am to 6:30 pm. (Note the application stated hours of operation for the MRF as 6 am to 6:30 pm, however, the applicant, in a letter to the County, revised the hours of operation of the MRF to 7 am to 6:30 pm). The study assumed all the MRF equipment was operated continuously during these hours (a conservative assumption). In addition, the study assumed that a forklift would be operating and generating additional noise compared to existing conditions (again, a conservative approach, given this forklift is currently operating at the facility). Although there will be a very minor increase in noise levels with operation of the MRF, the increase will not exceed the Sonoma County General Plan noise thresholds (Note: General Plan noise standards are based on a sliding scale measured within a one hour time period – the louder the noise, the shorter period of time it may be produced).

Construction of the MRF and the canopy structure will generate a small amount of temporary noise from construction activities. The 1998 EIR found that construction of the Public Tipping Building would not result in a noise impact to the nearest receptor. Given that the proposed minor addition is substantially less than that analyzed in the 1998 EIR, which analyzed construction of the entire Public Tipping Building, and the short term duration of the work, the construction of these two components would not result in any noise impacts.

Given the above, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

13. Population and Housing

The changes in the project would add up to 10 new employees. This very minor increase would not impact population or housing in Sonoma County.

For this reason, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

14. Public Services

The 1998 EIR found that the project would not place an unreasonable demand on public services. The changes in the project would add 10 additional employees, which would not result in a significant impact on police and fire services in the area.

The current Public Tipping Building (and the entire CDS) has a Fire Prevention Plan. This plan includes measures such as an automatic sprinkler system, a fire alarm system, nearby fire hydrants, emergency lighting, and hand held fire extinguishers. The existing tipping building is fully sprinkled for fire prevention. The proposed roof canopy on the west side of the building for bale storage, will also be sprinklered.

The addition of a MRF may result in an increased fire risk. However, the increased risk would not be significant. The material streams of C&D, commercial dry waste and selected self haul that are proposed to be processed through the MRF are subsets of the existing MSW stream that is currently received at the Public Tipping Building and as such will be subject to the same potential impacts related to fire safety that exist currently at the site. The project will be conditioned to comply with all existing regulations relating to fire issues prior to issuance of building permits for the project.

The same material that currently enters the Public Tipping Building will simply be processed in the MRF instead of landfilled. The project will be conditioned to have the Fire Prevention Plan updated as necessary, and approved by the County. In addition, the Public Tipping Building itself is a simple metal structure with open bays on one side and a concrete floor. The MRF will process some materials that can burn, such as cardboard, paper, wood products and plastic, however, these materials would be sorted and stored in metal bins or bulk bunkers until baled. Once baled, the bales would be stored under the proposed sprinklered roof canopy structure, until shipped offsite.

Given the above, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified

15. Recreation

The changes in the project do not involve any housing units or demand for new recreational facilities. The proposed Use Permit would not significantly change the character of the use, expand it physically, or alter the need for recreation in any way.

For this reason, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

16. Transportation/Traffic

The 1998 EIR analyzed traffic impacts of the various operational improvements at the Central Disposal Site (CDS) to a horizon year of 2014, as well as the cumulative traffic impacts associated with an additional 8 months of landfilling capacity achieved through the Rock Extraction Project (i.e., extending the horizon year until 2015). This study considered intersections and roadway segments in the vicinity of the landfill, and analyzed the a.m. peak hour traffic impacts at these locations (when traffic in the vicinity of the CDS is heaviest), as was done in the traffic study for the 1998 EIR. The study updated the traffic counts for the a.m. peak hour on affected roads, traffic projections into the future on affected roadways, and also used revised projected trip generation information into and out of the facility during the a.m. peak hour (with traffic counts for vehicles entering the landfill conservatively adjusted to reflect the peak season). Given the horizon year of the proposed MOA of approximately 2033, a new traffic study was

undertaken (*Traffic Impact Study for the Master Operations Agreement for the Central Disposal Site*, Crane Transportation Group, March 18, 2013). The traffic study included the traffic generated during the am peak hour by the proposed MRF. This included two new outbound trucks during the am peak hour in 2025, and four new outbound truck trips during the same hour by 2040. The traffic study concluded that, with implementation of the MOA (which includes the MRF), the minor increase in traffic would not trigger any significant additional delay at these intersections, nor result in any new significant impacts on any study intersections or roadway segments.

The primary function of the proposed MRF is to process, for diversion, subsets of the existing waste stream currently disposed of at the CDS. Because of this, the vehicle trips associated with delivery of material to the MRF would not be expected to increase. The implementation of the commercial wet/dry route collection system will involve the reconfiguration of commercial collection truck routes to better segregate dry commercial waste loads from wet or putrescible commercial waste loads; however, the total commercial waste volume collected by these wet/dry commercial route vehicles will remain the same. That is, collection trucks designated to serve dry routes will collect from those commercial establishments that do not produce significant quantities of wet or putrescible waste and the "wet" commercial route vehicles will collect from establishments that produce a higher volume of putrescible waste that can contaminate dry commercial waste and make it harder to recycle. Based on this, the total number of trucks collecting waste from commercial establishments on a given day after this rerouting is expected to be the same, as the volume of waste to be collected from commercial establishments on that day will be the same.

The applicant states, based on a requirement in the MOA, that Republic will divert an additional 55,000 tons of material per year over what is occurring today. This would generate up to 10 new truck round trips from the MRF daily, to deliver the recyclable materials to end-use markets. These trips would leave the facility at varying hours throughout the day, since the traffic study analyzed the am peak hour, and analyzed a specific number of outbound trucks related to the MRF. If more truck trips left the facility during the am peak hour than analyzed in the traffic study, there could be an impact on study intersections. In order to eliminate a potential traffic impact from increased truck trips leaving the MRF during the am peak hour than analyzed, the following mitigation will be implemented.

Mitigation Measure 1

The applicant shall limit outbound truck trips related to transportation of recovered materials from the MRF operations to end-use markets during the am peak hours of 8am to 9 am to the following: Two (2) outbound truck trips up to the year 2025; and four (4) outbound truck trips between the years of 2025 and 2040.

Mitigation Monitoring:

The applicant shall keep a written or electronic record of the number of outbound truck trips during the hours of 8am to 9am related to transportation of recovered materials from the MRF operations to end-use markets. At the written request of PRMD, the applicant shall provide such records to the County within ten working days.

The proposed change in the project also includes the addition of approximately 10 new employees to operate the MRF. These employee trips to the facility will not impact the am peak hour, as they will arrive prior to the peak.

Construction of the MRF and the canopy structure will generate a small amount of temporary additional traffic to the facility as discussed in the Project Description above. The 1998 EIR found that construction of all of the project elements, other than the landfill expansion, would not give rise to any traffic impacts. This is because the trips from the construction workers will arrive prior to the am peak hour, and the truck trips delivering supplies would be less than one truck round trip per hour. In addition, one mitigation was required (Traffic Mitigation Measure No. 2a), and will be followed for this project, which restricts truck traffic subject to County control, from travelling through the intersection of Stony Point Road and Roblar Road between the hours of 7 am – 8:30 am, until a signal is installed at this location.

Construction of the MRF and the canopy structure will have substantially less impacts than the bay addition analyzed in the 1998 EIR. In addition, the applicable 1998 EIR mitigation must be followed.

Given the above, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified

17. Utilities and Service Systems

The 1998 EIR found that the all projects related to the improvement program at the CDS would not result in a significant impact to groundwater resources.

The CDS facility is supplied water from a County well located near the intersection of Stony Point Road and Mecham Road. The proposed MRF has the potential to increase water use for the additional misting system (as a dust suppressant), and will also use water for up to the 10 additional employees in the restrooms. This has the potential to result in an increased use in water from the well of approximately 150 gallons per day for employees, and approximately 600 gallons per day for the additional misting systems. The applicant has proposed a number of methods to offset this use in a letter to the County, including but not limited to a primary conservation method of using water from the CDS sedimentation ponds for dust suppression at the CDS. The project changes will include a condition to require the offset of a minimum of 750 gallons of well water use per day.

The CDS has two separate septic systems: one system provides service for the administration building (which was expanded prior to certification of the 1998 EIR); and another system that provides service for the Public Tipping Building, the household hazardous waste facility and the recycling area, and is designed to accommodate approximately 50 employees. In addition, in the vicinity of the Public Tipping Building, there are a number of port-a-potties available. With installation and operation of the MRF, the total number of employees using the system will be 34. Because the system has adequate capacity, there will be no need to upgrade the septic system with implementation of the changes in the project.

Given the above, the proposed Use Permit would not result in any new significant environmental effects or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the 1998 EIR was certified.

17. Mandatory Findings of Significance

The proposed Use Permit would not significantly change the character of the Public Tipping Building, substantially expand it physically, or significantly alter any of the necessary facilities needed to service it. There are no identified long-term or cumulative unmitigated impacts.

Given the above, the proposed Use Permit would not result in a new significant environmental effect or a substantial increase in the severity of a previously identified significant effect related to mandatory findings of significance or long term or cumulative impacts due to substantial changes proposed in the project, substantial changes with respect to project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of certification of the 1998 EIR.

V. CONCLUSION

For the reasons stated above, approval of the Use Permit would not meet any of the standards identified in CEQA Guidelines Section 15162 requiring preparation of a new Supplemental Environmental Impact

Report, nor do the modifications to the existing facility rise to the level of being an all new project which would require an entirely new CEQA document.

V. LIST OF ATTACHMENTS

Exhibit 'A' Use Permit Application including plans and hours of operation letter from applicant, construction data letter from applicant, water conservation letter from applicant, mitigation acceptance letter from applicant, noise study and air quality study.

EXHIBIT 'B' Vicinity map, General Plan map, zoning map

Planning Application

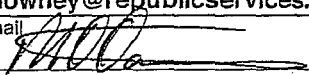
PJR-001

File#: UPE13-0065

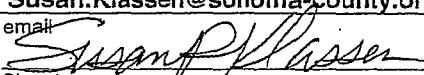
Type of Application:

- | | | | |
|---|--|---|--------------------------------------|
| <input type="checkbox"/> Admin Cert. Compliance | <input type="checkbox"/> Design Review Comm./Ind. | <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Ag./Timber Preserve/Contract | <input type="checkbox"/> Design Review Residential | <input type="checkbox"/> Mobile Home Zoning Permit | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Cert. of Compliance | <input type="checkbox"/> Design Review Signs | <input type="checkbox"/> Ordinance Interpretation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cert. of Modification | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Second Unit Permit | |
| <input type="checkbox"/> Coastal Permit | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Specific/Area Plan Amendment | |
| <input type="checkbox"/> Design Review Admin. | <input type="checkbox"/> Major Subdivision | <input checked="" type="checkbox"/> Use Permit | |

Applicant (Contact Person):

Republic Services of Sonoma County, Inc. - Rick Downey
 Name
500 Mecham Road
 Mailing Address
Petaluma CA 94952
 City/Town State Zip
707-795-1693
 Phone Fax
rdowney@republicservices.com
 email

 Signature Date **9-5-13**

Owner, if other than Applicant:

County of Sonoma - Susan Klassen
 Name
2300 County Center Drive Suite B100
 Mailing Address
Santa Rosa CA 95403
 City/Town State Zip
707-565-2231
 Phone Fax
Susan.Klassen@sonoma-county.org
 email

 Signature Date **9/5/13**

Other Persons to be Notified: (Specify: Other Owner(s), Agent, Lender, Architect, Engineer, Surveyor)

Name	Name	Name
Mailing Address	Mailing Address	Mailing Address
City/Town State Zip	City/Town State Zip	City/Town State Zip
Title	Title	Title
Phone Fax	Phone Fax	Phone Fax
email	email	email

Project Information:

Address(es) **Central Transfer/Processing Facility - 500 Mecham Road** City/Town **Petaluma 94952**
 Assessor's Parcel Number(s) **APN's 024-080-019 and 024-080-030** Acreage **14.37**

Project Description: **(See Attached Proposal Statement & Project Description)**
 (Please attach additional sheet(s) if needed)
 Site Served by Public Water? Yes No Site Served by Public Sewer? Yes No Number of new lots proposed **N/A**

----- DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff -----

Planning Area: **8** Supervisorial District: **2** Current Zoning: **PF, B7, LEA B6-1604, 2** General Plan Land Use: **PQP / LEA I**
 Specific Plan: _____ S.P. Land Use: _____ Needs CEQA Review? yes no

Commercial/Industrial Uses: (Enter numbers where applicable)
 Bldg. sq. ft. Existing: _____ Proposed: _____ Existing Employees: _____ New Employees: _____
 New Manufactured Homes: _____ New Units For Sale: _____ New Units For Rent: _____ Density Bonus Units: **N/A**
 Violation? yes no; Application resolve planning violation? yes no; Penalty applicable? yes no; Civil-Penalty-Factor: **N/A**

Previous Files: **none**
 Application accepted by **KEN ELLISON** Date **9/6/2013**

Sonoma County Permit and Resource Management Department
 2550 Ventura Avenue * Santa Rosa, CA * 95403-2829 * (707) 565-1900 * Fax (707) 565-1103

Supplemental Application Information

Existing use of property: Solid waste tipping, transfer and material recovery facility for commercial, residential, construction & demolition, and public self-haul municipal solid waste and recyclable materials. Acreage: 14.37

Existing structures on property: Main transfer building and ancillary support structures (See attached drawings)

Proximity to creeks, waterways and impoundment areas: (See Attached Site Plan)

Vegetation on site: Native grasses

General topography: Rolling hills & open range land

Surrounding uses to (Note: An adjoining road is not a use.) North: Dairy Farm - Agricultural Land South: Dairy Farm - Agricultural Land
East: Dairy Farm - Agricultural Land West: Dairy Farm & residential subdivision

New structures proposed (size, height, type): Building enclosure and addition of vehicle roll-up doors in two of the currently open bays on the North side of the transfer building. Addition of a roof canopy on the West side of the building. Addition of Recycling equipment inside the transfer building. (See attached drawings).

Number of employees: Full time: see project description Part time: see project description Seasonal: _____

Operating days: Public-(Mon-Sat) Operations-(Mon-Sun) Hours of operation: Public-(7am-3pm) Operations-(6am-6:30pm)

Number of vehicles per day: Passenger: see project description Trucks: see project description

Water source: Individual Well - PWS NO. 4901212 Sewage disposal: Septic system

Provider, if applicable: Well owner - County of Sonoma Provider, if applicable: _____

New noise sources (compressors, power tools, music, etc.): New recycling processing equipment to be installed inside the transfer building (See attached drawings and equipment specifications).

Grading proposed: Amount of cut (cu. yds.): N/A Amount of fill (cu. yds.): N/A Will more than one acre be disturbed by construction of access roads, site preparation and clearing, fill or excavation, building removal, building construction, equipment staging and maintenance, or other activities? Yes _____ No X If Yes, indicate area of disturbance(acres): N/A
Identify method of site drainage (sheet flow, storm drain, outflow to creek or ditch, detention area, etc.):
(Please refer to the 2012 Storm Water Pollution Prevention Plan (SWPPP) for the Central Disposal Site for a complete description)

Vegetation to be removed: N/A

Will proposal require annexation to a district in order to obtain public services: Yes _____ No X

Are there currently any hazardous materials (chemicals, oils, gasoline, etc.) stored, used or processed on this site? Yes X No _____

Will the use, storage, or processing of hazardous materials occur on this site in the future if this project is authorized? Yes X No _____

Fire safety information (existing/proposed water tanks, hydrants, emergency access and turnaround, building materials, etc): Existing- Two-100,000 gallon water storage tanks, fire hydrants, wet fire suppression system in main building and proposed in bale storage addition- heat activated sprinklers, hand extinguishers, emergency access, fire prevention and evacuation plans in place

**Central Transfer/Processing Facility
Use Permit Application
Proposal Statement and Project Description**

Introduction

The County Board of Supervisors has approved a long-term agreement referred to as the Master Operations Agreement (MOA) for a minimum of 20 years for the operations of the Central Disposal Site (CDS) and the network of County-owned transfer stations, including the Central Transfer/Processing Facility (CTPF), with Republic Services of Sonoma County Inc. (Contractor). This long-term agreement is essentially a transfer of many of the functions and permits related to the operation of the County's solid waste system from the County to the Contractor, with the County retaining ownership of all underlying property. The MOA is the product of the three-year Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. As part of this process, the SWAG set public policy goals to increase diversion of material from landfills. These policies are consistent with the diversion (recycling) mandates of California law. In support of these public policies, the MOA includes requirements for the Contractor to meet specific recycling and diversion volume goals and to fund and pursue the final design, permitting, installation and operation of material recovery and processing equipment within the existing building structure of the CTPF. The permitting process will include the appropriate level of review and analysis as required by the California Environmental Quality Act (CEQA).

The purpose of this application submittal is to comply with the requirements of the MOA, which call for the Contractor to pursue the modifications at the CTPF necessary to develop, install and operate the material recovery and processing equipment within the existing building. The MOA contained a general equipment description and preliminary layout for the material recovery and processing equipment. Additional design work and operational analysis has been completed since that time. This Use Permit application package represents the refinement of those preliminary MOA concepts into a submittal that includes a complete set of permit level site and building drawings, project descriptions and supporting documents, as required by Sonoma County Permit and Resource Management Department (PRMD). This package identifies existing conditions along with the proposed building improvements, processing equipment layout and specifications as well as the operational changes that are proposed to occur on an ongoing basis. The following Site and Architectural plans (Drawings Package) have been included in this submittal:

- Site Plan with Vicinity Map
- Floor Plan with Equipment Layout
- Facility Elevations
- Facility Roof Plan
- Landscape Plan for Tree Planting Buffer

Existing Conditions

The CTPF is an existing fully permitted large volume solid waste transfer and waste processing facility currently owned and operated by the County of Sonoma through the County's Transportation and Public Works Department. The CTPF is located on approximately 14.4 acres within the 398.5 acres boundaries of the CDS, also owned by the County, located at 500 Mecham Road in Petaluma California. The 14.4 acres lies within portions of two parcels, APN's 024-080-019 and 024-080-030. (Legal boundary description attached – EXHIBIT "A")

The CTPF is located on the north side of the main CDS access road, and north of the County administration office (See Drawing Package). There are two additional ancillary facilities, a recycling/reuse area and a household toxics facility, that are also located on the 14.4 acres and share the entry and exit roadways that are used by the public customers to access the CTPF. The operations of these ancillary facilities will not change if this application is approved. In January 2012, the County obtained a separate Solid Waste Facility Permit (SWFP) for the CTPF as a large-volume transfer/processing facility under the state's tiered permitting program (SWFP No. 49-AA-0404). Prior to this, the CTPF was entitled and regulated through a combined SWFP with the CDS Landfill (SWFP No. 49-AA-0001). The CTPF building consists of an approximately 43,000 square foot steel-frame structure enclosed on three sides. The maximum combined throughput for the CTPF and landfill is 2,500 tons per day with permitted traffic volume of 900 vehicles per day. The SWFP also places a specific maximum limit on material processed through the CTPF at 1,500 tons per day.

The CTPF is open to the public from 7:00 a.m. to 3:00 p.m., six days a week, Monday through Saturday. The facility is closed every Sunday and the following six holidays: New Year's Day, Easter, Labor Day, Independence Day, Thanksgiving, and Christmas. County and Contractor facility operating hours are allowed from 6:00 am to 6:30 pm, 7 days per week.

The CTPF is permitted to accept the full range of Class III municipal solid waste (MSW) including putrescible and non-putrescible commercial, residential, construction and demolition (C&D), industrial and other non-hazardous waste. The CTPF is also permitted to accept source separated green and wood waste material for separate delivery to the compost facility. Activities at the CTPF include unloading of collection and self haul vehicles, moving, sorting, compacting, loading, load checking, and transporting MSW from the CTPF in transfer vans. Other currently permitted activities include sorting, removing and storing for transport, C&D material, salvaged material, and diverted materials such as metals, dirt, concrete, porcelain, cardboard, tires, carpet and padding, and appliances.

A variety of vehicle types deliver material to the CTPF including, public self-haul vehicles such as pick up trucks, trailers, and other passenger vehicles, large commercial and residential franchise hauler collection vehicles, (C&D) debris box vehicles and others. Customers are directed to various unloading bays depending on the material they are delivering. Loads are dumped by collection vehicles or self haul vehicles onto a concrete tip floor. Incoming loads are screened for hazardous and recyclable materials and some recyclable materials are removed from the waste piles before they are compacted. A track loader is then used to compact MSW prior to transfer. Rubber-tired front-end loaders are used to push material from the tipping floor into large-volume open-top transfer truck/trailers. The transfer/trailer vehicle access is from the below-grade loading bays. From there, refuse is transferred to the active face of the CDS landfill, or outhauled to other alternate permitted disposal sites located outside of Sonoma County. Recovered recyclable materials are consolidated and transported off-site to end use markets.

Transfer trailers delivering MSW and green and wood waste to the CDS landfill from other County-owned transfer stations (located at Annapolis, Guerneville, Healdsburg and Sonoma) do not currently deliver material to the CTPF building. These transfer loads either tip MSW at the landfill working face at the CDS or are directly outhauled to other alternate permitted disposal sites located outside of Sonoma County. Transfer loads of green and wood waste are also delivered to the Compost facility located at the CDS from the remote transfer facilities. With the resumption of 100% in-County disposal, all of the transfer loads from the remote facilities will be delivered to the CDS.

The current SWFP for the CTPF was issued as a temporary permit with a five-year term. The proposed facility modifications and installation of material recovery equipment in the existing building, if approved, will also require the processing of a subsequent SWFP application supported by the appropriate level of review and analysis as required by CEQA.

Proposed Modifications

As mentioned above, the CTPF is currently fully permitted to accept all of the types and volumes of waste, recyclables and organic materials that are projected to be received for processing on the proposed material recovery and processing equipment. The proposed facility and operational modifications related to the installation of the material recovery and processing equipment within the CTPF are described below. Since the CTPF is an existing fully permitted facility, this application seeks approval to: 1) continue the use of the CTPF with all its current entitlements, 2) authorize the proposed physical and operational modifications which are needed for the installation of the material recovery and processing equipment and 3) to identify Republic Services of Sonoma County, Inc. (Contractor) as the operator of the CTPF. Attached as part of this Use Permit application (Appendix A), is a list of documents that further describe and/or control the current operations of the CTPF. As acknowledged in the MOA, it is the intent of the Contractor and the County, that unless otherwise stated, all the operational obligations related to the CTPF outlined in the listed documents (Appendix A) would transfer to the Contractor upon the Effective Date of the MOA and would be incorporated by reference in the Use Permit.

Facility Modifications

The proposed facility modifications include the installation of the material recovery and processing equipment within the existing CTPF building. The material recovery and processing equipment would be installed in the east side of the building and is designed to allow for the current transfer functions of the CTPF to continue. The material recovery and processing equipment will be designed to recover, for recycling and other beneficial reuse, material from the following three subsets of the municipal waste stream:

- Selected self-haul materials
- C&D material
- Commercial dry route material

These three streams represent relatively dry mostly non-putrescible fractions of the MSW stream and are well suited for recovery of recyclables and other beneficial reuse material. The processing system design is illustrated in the Drawing Package. The system has been designed for efficient recovery of these dry fractions of the waste stream. The primary materials targeted for recovery by the system design include, but are not limited to: wood, cardboard, mixed paper, concrete and other inert material, roofing, metal, gypsum, aluminum, ferrous, plastic and glass containers, film plastic, fines suitable for use as alternative daily cover (ADC), carpet and padding, mattresses and yard waste.

The material recovery and processing equipment will include two material in-feed options: 1) a below grade in-feed conveyor for material that will not require size reduction such as the commercial dry route stream, and 2) a hopper-fed slow speed auger shredder for size reduction of bulky material like wooden pallets or other C&D material. C&D material will be screened to remove fines for beneficial reuse. All material will be elevated to the main sorting line where material will be conveyed past sorting stations where employees will hand pick various recyclable materials for placement in storage bunkers located below the elevated main platform.

After the manual-sorting stations, material will proceed to one of two additional sorting options. One option is intended for paper fiber rich loads and includes mechanical sorting and final clean up of the mixed paper fraction before the material is baled for shipment to end-use markets. The other option, intended primarily for C&D material, provides mechanical separation of any remaining fines suitable for ADC before the residual trash is deposited back on the tipping floor for transfer to the landfill. The system includes a baler for packaging recyclable materials such as cardboard mixed paper and containers. Other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

In addition to the installation of the material recovery and processing equipment, the project proposes to make some modifications and additions to the existing CTPF site and building to mitigate potential impacts from the processing equipment operations. These modifications are shown in the Drawing Package. The proposed modifications include the following:

- Enclosure of a portion of the north side of the building to reduce off-site noise from the operation of the material processing system. This enclosure will also aid in the control of dust and odor.
- Installation of a dust control system at localized points in the material processing system.
- Installation of additional misting system at the north side building openings for odor and dust control.
- Addition of a roof canopy structure at the west side of the existing CTPF building for bale storage and loading for transport to market.
- The addition of a row of trees along a portion of the north property boundary for visual screening and for reduction of off-site noise impacts.

The design, construction, installation and operation of the material processing system and the proposed building modifications will be accomplished in accordance with all applicable local, state and federal codes, permits and regulations.

Operational Modifications

The basic purpose of the material recovery and processing equipment is to divert additional materials from the waste stream that would otherwise be destined for landfill disposal. The three material streams of, self-haul, C&D and commercial dry waste, identified for processing on the material recovery and processing equipment are subsets of the overall MSW that is currently received, processed and transferred at the CTPF. Because of this, the functions related to vehicle ingress, weighing, unloading, and vehicle egress from the facility, would remain basically the same as the current operations. Once unloaded on the tip floor, the dry fractions of the waste stream would be directed to the material recovery and processing equipment for processing as described above. Any primarily putrescible mixed MSW delivered to the facility would be transferred for disposal, as it is currently, and not processed on the material recovery and processing equipment.

The proposed material recovery and processing equipment has been designed to target recovery of material from the existing waste stream, as opposed to new sources of material. Based on this design, the current and projected overall volumes of material and traffic managed at the CDS, as a whole, are not expected to change by any significant degree. With that said, some minor increase in vehicle trips related to transportation of recovered materials, both loose and baled, to off-site markets may occur. The projected increase is expected to remain well within the current permitted traffic volume for the site. (Quantification of potential additional vehicle trips is discussed below).

A primary operational change would occur related to how various loads are directed within the CDS when they arrive. Transfer vehicles from the remote transfer facilities would deliver loads of C&D and selected self-haul material to the CTPF building for processing on the material recovery and processing equipment instead of to the working face of the landfill for direct disposal. This would also occur for commercial dry waste material to be delivered in commercial route collection vehicles. In addition, some of the "wet" primarily putrescible waste from residential and commercial franchise hauling vehicles may be diverted from tipping at the CTPF to unloading directly at the working face of the landfill for disposal. The existing self-haul customers and C&D loads arriving at the CDS would continue to be directed to the CTPF as they are currently.

Another proposed operational change relates to handling, storage, loading and transportation of baled recyclables. Recovered materials suitable for baling, such as, cardboard, paper, containers, film plastic, etc., would be separated and stored loose in bins or in the bulk bunkers. Each commodity would be directed to the baler individually. The baled material would be moved by forklift to the proposed bale

storage area on the west side of the CTPF building. The baled material would be staked in rows under the roof area to ensure protection from the weather and, in particular, to remain dry prior to shipment. As shown in the Drawing Package, the roof canopy structure would be enclosed on its' east wall (existing), the south wall and partially on the west wall. This will provide for architectural consistency with the existing facility and control wind blown material. A portion of the west wall and the entire north wall would be open for forklift access and for loading of transport vehicles for shipment of recyclables to end use markets. A combination of flatbed, enclosed vans and/or intermodal container trucks would typically be utilized for loading and transport of baled recyclables to market.

Also, as mentioned previously, other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

The operation of the material recovery and processing equipment would also result in increased employment at the CTPF. Currently, the County has four floor worker positions and three equipment operator positions related to running the CTPF for a total of seven. The material recovery and processing equipment operations would require the addition of positions for working on the sort line and operating the baler and folk lift. This has the potential to add up to a total of 10 employees at the CTPF once the material recovery and processing equipment is fully operational. It is expected that this potential increase in employee vehicle trips would remain well within the current permitted traffic volume for the site. Sufficient employee parking exists at the site to accommodate this increase.

Potential Issue Areas

As an existing fully permitted solid waste facility, many of the issues of concern from an environmental impact perspective have been reviewed, analyzed and addressed previously through the public permitting and entitlement process that has taken place for both the CTPF and the CDS to secure their existing permits. An environmental review in accordance with CEQA requirements will be performed as part of this Use Permit application process to identify any potential impacts from this proposed action and possible mitigation measures that may be required. The focus of this section is to discuss and quantify potential areas that may be of concern as a result of the proposed facility and operational modifications and to highlight some of the design features that have been proposed to address these potential concerns.

Additional Vehicle Trips

As mentioned previously, the primary function of the proposed material recovery and processing equipment to be installed at the CTPF is to process, for diversion, subsets of the existing waste stream destined for disposal at the CDS. Based on this, the vehicle trips associated with delivery of material to the site would not be expected to increase over those already projected. The implementation of the commercial wet/dry route collection system will involve the reconfiguration of commercial collection truck routes to better segregate dry commercial waste loads from wet or putrescible commercial waste loads; however, the total commercial waste volume collected by these wet/dry commercial route vehicles will remain the same. That is, collection trucks designated to serve dry routes will collect from those commercial establishments that do not produce significant quantities of wet or putrescible waste and the "wet" commercial route vehicles will collect from establishments that produce a higher volume of putrescible waste that can contaminate dry commercial waste and make it harder to recycle. But nevertheless, the total number of trucks collecting waste from commercial establishments on a given day after this rerouting is expected to be the same, as the volume of waste to be collected from commercial establishments on that day will be the same.

The enhanced recycling and diversion activities contemplated as part of the installation and operation of the material recovery and processing equipment could have the potential to create a minor increase in vehicle trips in two other areas:

- Passenger vehicle trips related to increased employment from operations related to the material recovery and processing equipment
- Truck trips related to transportation of recyclables and other beneficial reuse material to end use markets

Related to increased employment, the material recovery and processing equipment when fully operational has the potential to add up to 10 employees over current conditions. This projected minor increase is expected to remain well within the current permitted traffic volume for the site and sufficient employee parking exists to accommodate this increase.

A minor increase in truck trips could occur based on the fact that some of the diverted material would now leave the site instead of being buried in the landfill. However, not all of the diverted material would leave the site. Some of the diverted material would be used on site as ADC or other approved beneficial reuse. The MOA calls for the Contractor to divert an additional 55,000 tons of material per year over current activities. Conservatively assuming that all of this newly diverted material would be transported off site to end use markets would equate to approximately 10 additional vehicles per day. This projected minor increase is expected to remain well within the current permitted traffic volume for the site.

Noise

Previous environmental review determined that the current permitted activities at the CTPF would not have a significant impact related to noise. Two of the contributing factors included the large distance to the nearest receptor and the existence of an intervening ridgeline between the facility and off site receptors. The proposed material recovery and processing equipment will be powered by all electric motors and the receiving and tipping operations will remain basically the same as currently practiced at the CTPF. While it is not expected to be significant, the operational change associated with the handling of dry waste material on the proposed material recovery and processing equipment may have the potential to increase noise levels within the building. To aid in the reduction of potential off-site noise impacts the proposed modifications include:

- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment
- The addition of a row of trees atop the intervening ridgeline along a portion of the north property boundary for both added noise reduction and visual screening

As stated previously, the design, construction, installation and operation of the material recovery and processing equipment and the proposed building modifications will be accomplished in accordance with all applicable local, state and federal codes, permits and regulations. This specifically includes any applicable County noise standards including those identified in Table NE-2 of the Sonoma County General Plan 2020. While there may be some increase in noise generated from the operation of material recovery and processing equipment, it is not expected to exceed any level of significance or offsite noise level regulations.

Odor

The CTPF is currently permitted to accept the full MSW stream including putrescible waste. Odor management procedures required through the SWFP, and other applicable operating permits, will continue to be adhered to by the Contractor. The proposed addition of material recovery and processing equipment is designed to process the dry mainly non-putrescible fractions of waste stream including, C&D, dry commercial, and selected self haul material. Adding the processing of these dry fractions of the waste stream to the CTPF is not expected to increase odor emissions on or off site. In fact, it is likely odor will be reduced at the CTPF based on the plan to handle less putrescible waste material in the building. Although odor is not expected to increase and would likely decrease, the following odor control measures have been proposed as part of the project:

- Installation of additional misting system at the north side building openings for odor and dust

control.

- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment.

Again, it is not expected that odor emissions would increase as a result of the proposed facility and operational modifications.

Dust

The CTPF currently is equipped with an integrated misting system in the roof of the building to control dust from current operations. The processing of the dry fractions of the waste stream on the proposed material recovery and processing equipment may have the potential to increase dust to a minor degree. To address this potential the following additional dust control measures have been proposed to supplement the existing system and operational practices at the CTPF:

- Installation of a dust control system at localized points in the material processing system.
- Installation of additional misting system at the north side building openings for dust and odor control.
- Enclosure of a portion of the north side of the building adjacent to the proposed material recovery and processing equipment

With the implementation of the proposed control measures, dust emissions from the operation of the material recovery and processing equipment are not expected to exceed any threshold of significance.

Conclusion

The overarching purpose of this Use Permit application submittal is to provide enhanced recycling and diversion of waste to the Sonoma County community through the installation and operation of material recovery and processing equipment at the existing fully permitted CTPF as required by the MOA. The project has the potential of providing significant environmental benefits in terms of increased recycling, greenhouse gas reduction, and extension of our local landfill life. As previously stated, Since the CTPF is an existing fully permitted facility, this application seeks approval to; 1) continue the use of the CTPF with all its current entitlements, 2) authorize the proposed physical and operational modifications which are needed for the installation of the material recovery and processing equipment and 3) to identify Republic Services of Sonoma County, Inc. (Contractor) as the operator of the CTPF.

**Central Transfer/Processing Facility
Use Permit Application
Proposal Statement and Project Description**

Appendix A

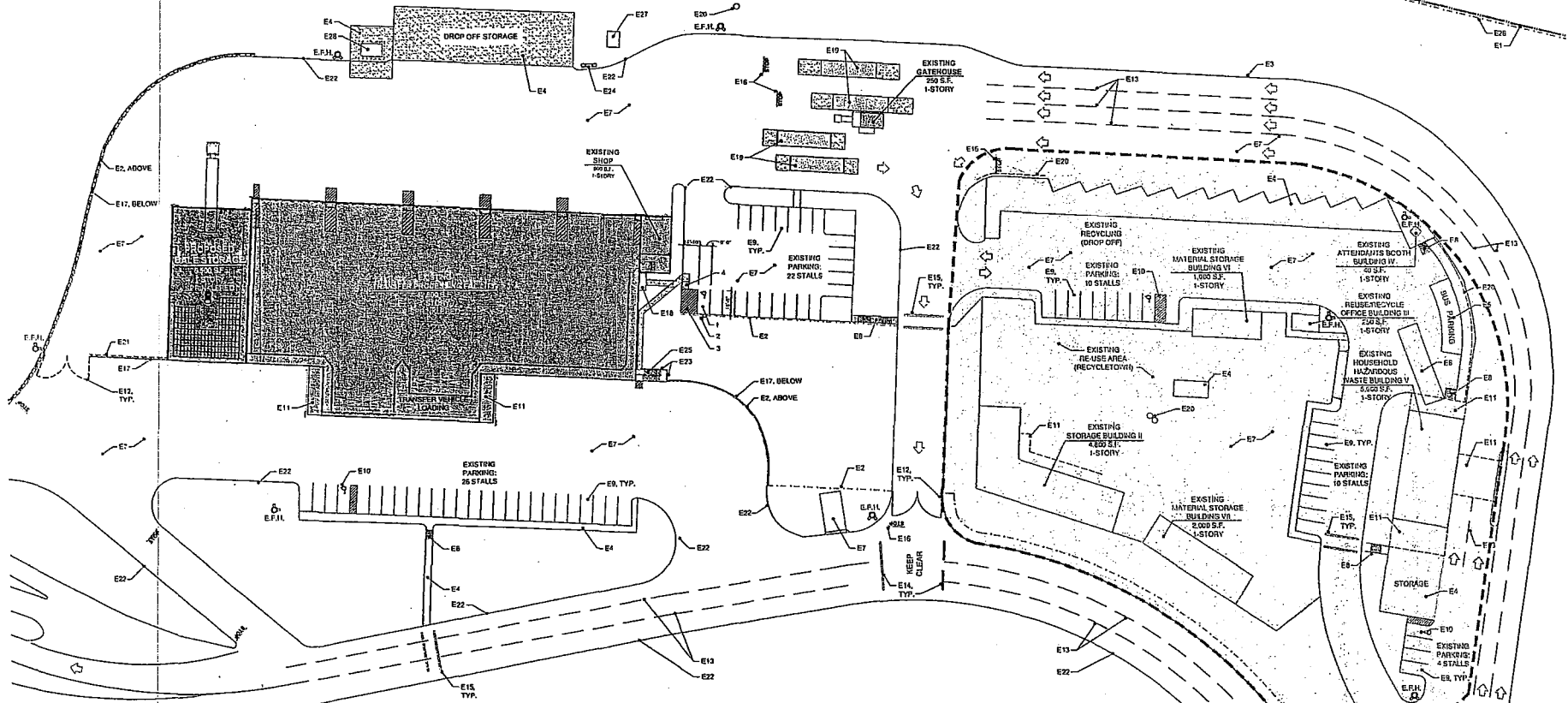
The following is a list of documents that further describe and/or control the current operations of the CTPF. As acknowledged in the MOA, it is the intent of the Contractor and the County, that unless otherwise stated, all the operational obligations related to the CTPF outlined in the listed documents below would transfer to the Contractor upon the Effective Date of the MOA and would be incorporated by reference in the Use Permit:

1. Central Transfer/Processing Facility Solid Waste Facility Permit (SWFP No. 49-AA-0404) – January 2012
2. Transfer/Processing Report (TPR) for the Sonoma County Central Transfer and Processing Facility – June 2011 - Includes:
 - a. Load Checking Program
 - b. Emergency Response and Evacuation Plan
 - c. Spill Prevention, Control and Countermeasure Plan
3. Storm Water Pollution Prevention Plan (SWPPP) Sonoma County Central Disposal Site – October 2012
4. Agreement for Operation of the Central Landfill and County Transfer Stations Between County of Sonoma and Republic Services of Sonoma County, Inc. (MOA) – April 2013
5. Fire Prevention Plan for Central Disposal Site – June 2002

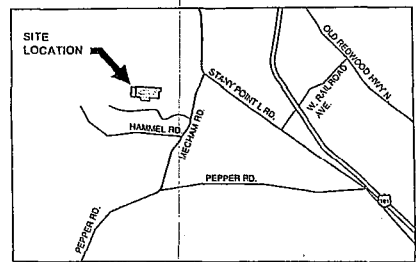
Sonoma County CTPF
Material Recovery and Processing Equipment
Estimated Electrical Usage
October, 2013

Utility Service - Electrical	Connected Load		
	Horsepower (hp)	Kilowatts (kW)	Amps
A. Conveyors & Screens (21 motors total • 3-10 hp each)	105	78.3	94
B. Baler - Main Motor	100	74.6	90
C. Auger Shredder	300	223.8	269
D. Misc. (Roll-up doors, air compressor, wire-tie, etc)	30	22.4	27
E. Contingency - 10%		39.9	48
Electrical - Total	535	439.0	528

All processing equipment motors 480 volts 3 phase service



VICINITY MAP
NOT TO SCALE



KEYNOTES (EXISTING)

- E1. PROPERTY LINE
- E2. CHAINLINK FENCE
- E3. CURB AND GUTTER
- E4. CONCRETE PAVING
- E5. BUS PARKING
- E6. LOADING DOCK
- E7. ASPHALT PAVING
- E8. CONCRETE STAIRS
- E9. PARKING
- E10. ADA PARKING
- E11. CANOPY
- E12. GATE
- E13. LAINE LINE STRIPING
- E14. PAVEMENT MARKING LIMIT LINE

KEYNOTES (EXISTING CONT'D)

- E15. CROSSWALK LIMIT LINE
- E16. STOP BAR PAVEMENT MARKING
- E17. CONCRETE RETAINING WALL
- E18. MAIN ELECTRICAL PANEL
- E19. SCALES
- E20. MONITORING WELL
- E21. GUARDRAIL
- E22. EDGE OF PAVEMENT
- E23. STAIR PIPE GUARDRAIL
- E24. FIRE BACKFLOW DEVICE
- E25. STEEL STAIRS
- E26. FENCE
- E27. EQUIPMENT SHED
- E28. FUEL TANK

KEYNOTES (PROPOSED)

- 1. VAN ACCESSIBLE SPACE
- 2. VAN ACCESSIBLE SIGNAGE
- 3. ACCESSIBLE STRIPING
- 4. CURB RAMP

BUILDING AREA SUMMARY

EXISTING:

TRANSFER STATION (INCLUDING TUNNEL)	42,800 S.F.
SHOP	900 S.F.
PROPOSED:	
BALE STORAGE	6,500 S.F.
TOTAL	50,200 S.F.

LEGEND

- PROPOSED BUILDINGS
- EXISTING BUILDINGS
- EXISTING WALKWAYS/SIDEWALKS
- EXISTING ASPHALT PAVING
- EXISTING PROPERTY LINE
- NOT PART OF CUP APPLICATION
- EXISTING FENCE
- EXISTING FIRE HYDRANT
- F.F. - FINISH FLOOR
- S.F. - SQUARE FEET
- TYP. - TYPICAL

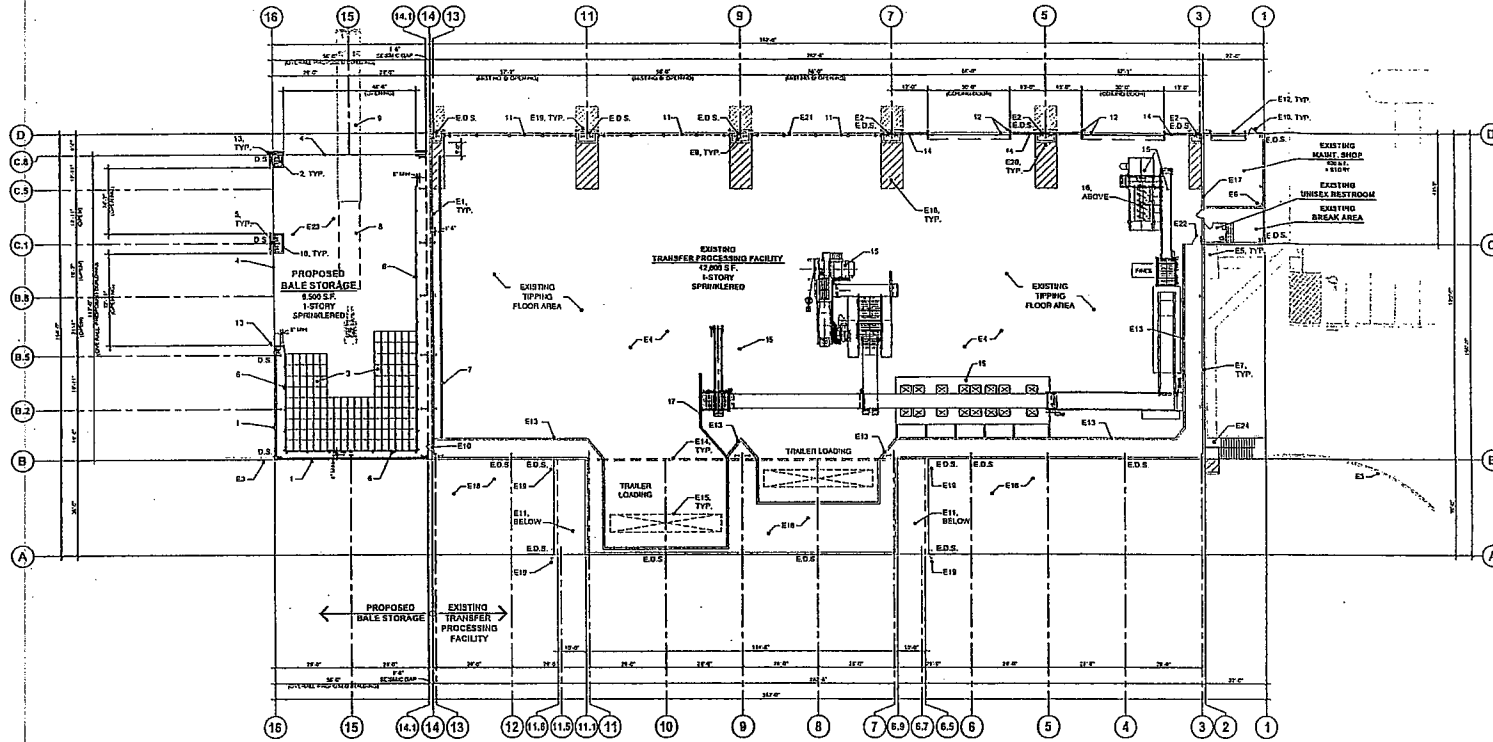
FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

A1.1
SITE PLAN

JOB #4653 30 AUGUST 2013





KEYNOTES (PROPOSED)

1. METAL WALL PANEL
2. RING FRAME COLUMN
3. BALES
4. EDGE OF BUILDING AREA
5. DOWNSPOUT
6. 8'-0" HIGH STEEL POST & METAL PLATE BARRIER WALL
7. CONCRETE PUSH WALL TO MATCH EXISTING
8. PORTABLE RAMP, BY OWNER
9. TRUCK, BY OWNER
10. 8'-0" HIGH 8" WIDE CONCRETE BARRIER WALL
11. EXISTING SYSTEM @ HEADER & JAMBS, CONNECT TO EXISTING SYSTEM
12. COILING DOOR W/ BOLLARDS ON EACH SIDE

KEYNOTES (PROPOSED CONT'D)

13. STEEL PIPE BOLLARDS
14. METAL WALL PANEL ALIGNED W/ EXISTING ABOVE
15. RECYCLING EQUIPMENT
16. EXISTING SYSTEM
17. CONCRETE REIN. WALL ALIGNED WITH EQUIPMENT, HEIGHT APPROXIMATELY 17 FEET TALL

KEYNOTES (EXISTING)

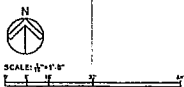
- E1. 4'-0" CONCRETE STEEL WALL W/ GIRTS & PANEL ABOVE
- E2. DOWNSPOUT TO BE RELOCATED DURING METAL WALL PANEL INSTALLATION
- E3. CONCRETE RETAINING WALL
- E4. CONCRETE FLOOR
- E5. ELECTRICAL PANEL
- E6. SPRINKLER RISER
- E7. METAL WALL PANEL
- E8. CONCRETE STAIRS
- E9. STEEL COLUMN
- E10. MAN DOOR
- E11. CANOPY
- E12. ROLL-UP DOOR

KEYNOTES (EXISTING CONT'D)

- E13. 10'-0" CONCRETE PUSH WALL
- E14. LIFE OF TUNNEL WALL BELOW
- E15. LOADOUT PORTS
- E16. CONCRETE RUBBER FLAP BELOW
- E17. CONCRETE BLOCK WALL
- E18. 4" WIDE "SAFETY YELLOW" STRIPING
- E19. STEEL PIPE BOLLARDS
- E20. 8'-0" 8" WIDE CONCRETE BARRIER WALL
- E21. EDGE OF SLAB
- E22. CHAIN LINK FENCE & ACCESS DOOR
- E23. SURFACING
- E24. STEEL STAIRS

LEGEND

- - - - - EXISTING CHAIN LINK FENCE
- ED.S. EXISTING DOWNSPOUT
- DP.S. PROPOSED DOWNSPOUT
- FF. FINISH FLOOR
- S.F. SQUARE FEET
- TYP. TYPICAL

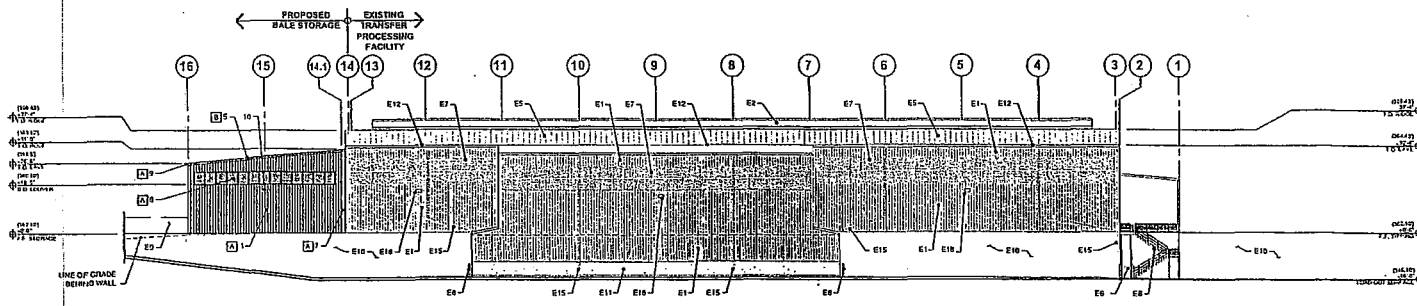


**FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY**
PETALUMA, CALIFORNIA

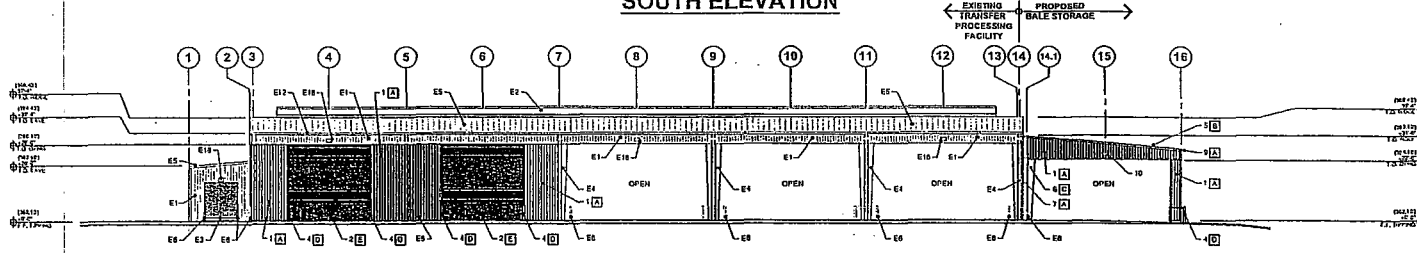
A2.1
FLOOR PLAN

JOB #4681 30 AUGUST 2013

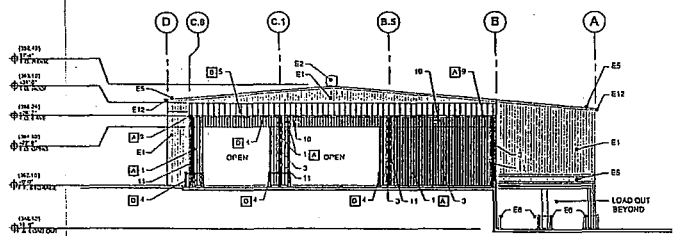




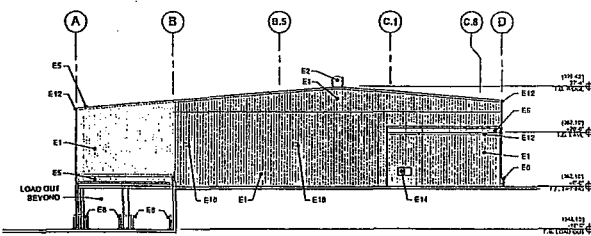
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

KEYNOTES (PROPOSED)

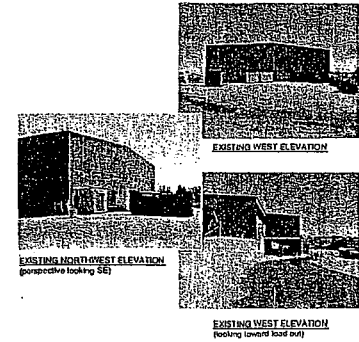
- 1 METAL WALL PANEL
- 2 COLLING DOOR
- 3 COLLUM BEHIND PANEL
- 4 STEEL BOLLARD
- 5 METAL ROOF PANEL
- 6 VENT/COVER MATCH EXISTING
- 7 SESSUC JOINT, METAL
- 8 RIGID FRAME COLLUM
- 9 GUTTER
- 10 LIGHT FIXTURE, TO MATCH EXISTING
- 11 DOWNSPOUT

FINISH NOTES

- [A] VANDIC PRUDEN/ SP "CLASSIC BEIGE"
- [B] VANDIC PRUDEN/ SP "ARTIC WHITE"
- [C] SHERWIN WILLIAMS, TO MATCH EXISTING "COLORAL RED"
- [D] SHERWIN WILLIAMS, TO MATCH "SAFETY YELLOW"
- [E] SHERWIN WILLIAMS, TO MATCH "CLASSIC BEIGE"

KEYNOTES (EXISTING)

- E1. METAL WALL PANEL
- E2. RIDGE VENT
- E3. COLLING DOOR
- E4. RIGID FRAME COLLUM
- E5. METAL ROOF PANEL
- E6. BOLLARD
- E7. VENT/COVER
- E8. STAIRS
- E9. CHINA LINK GUARDRAIL
- E10. CONCRETE RETAINING WALL
- E11. CONCRETE WALL
- E12. GUTTER
- E13. MASONRY
- E14. WINDOW
- E15. DOWNSPOUT
- E16. LIGHT FIXTURE



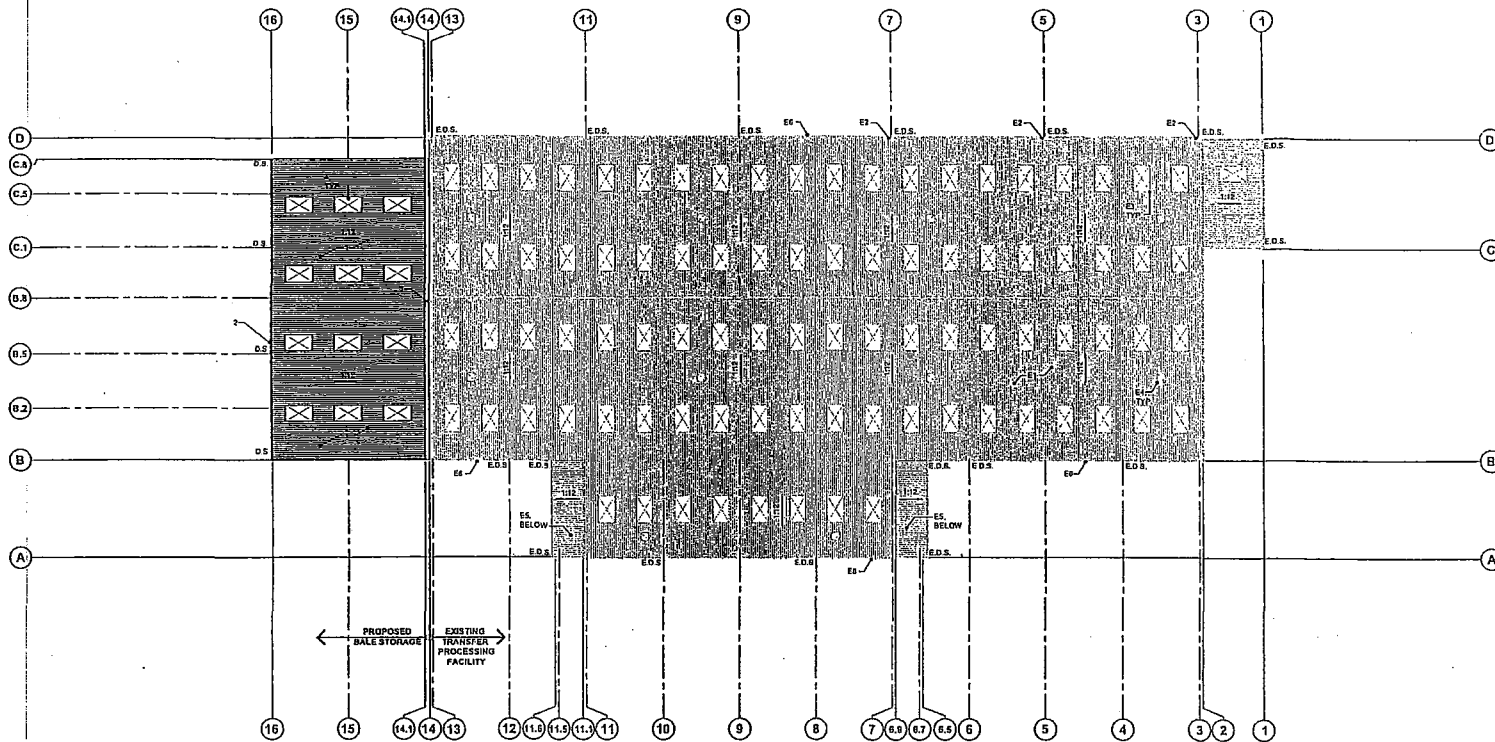
SCALE: 3/16" = 1'-0"

**FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
PETALUMA, CALIFORNIA**

**A4.1
ELEVATIONS**

JOB #483 30 AUGUST 2013





KEYNOTES (PROPOSED)

- 1. METAL ROOF PANEL
- 2. GUTTER
- 3. SEISIAC GAP
- 4. TRANSLUCENT PANEL WITH FALL PROTECTION

KEYNOTES (EXISTING)

- E1. METAL ROOF PANEL
- E2. DOWNSPOUT TO BE PROTECTED DURING METAL WALL PANEL INSTALLATION
- E3. TRANSLUCENT PANEL
- E4. MECHANICAL UNIT
- E5. CAVITY
- E6. GUTTER

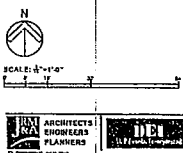
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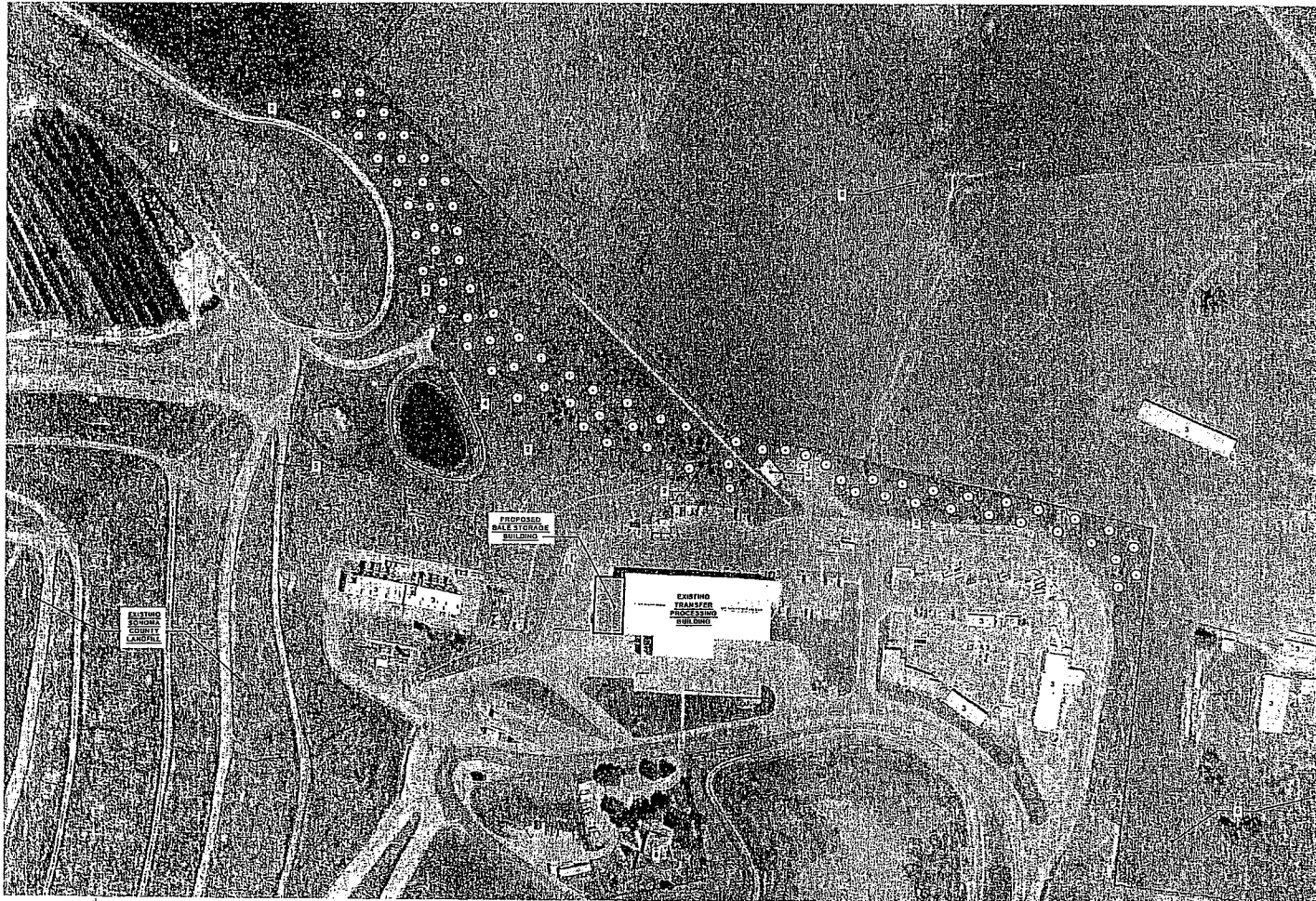
- E.D.S. EXISTING DOWNSPOUT
- D.S. PROPOSED DOWNSPOUT
- N.T.S. NOT TO SCALE
- TYP. TYPICAL

**FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
PETALUMA, CALIFORNIA**

**A3.1
ROOF PLAN**

JOB #4482 30 AUGUST 2013







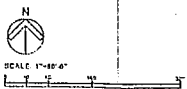


KEYNOTES

- 1 EXISTING FENCE
- 2 EXISTING TREE BUFFER
- 3 EXISTING BUILDING
- 4 EXISTING RETENTION POND
- 5 EXISTING ROAD
- 6 EXISTING DAIRY FARM
- 7 EXISTING WINDROWS
- 8 EXISTING ADMINISTRATION BUILDING

LEGEND

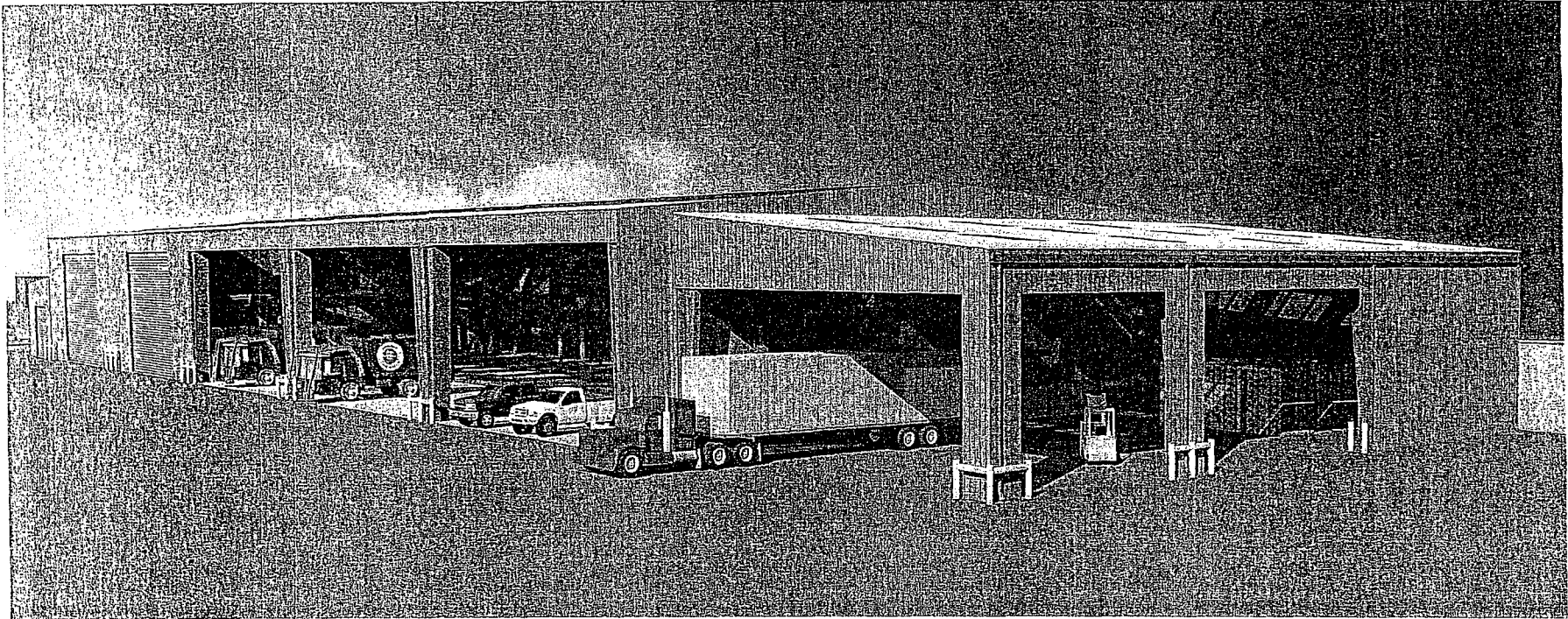
-  PROPOSED BUILDINGS
-  EXISTING PROPERTY LINE
-  EXISTING FENCE
-  PROPOSED TREE, SPECIES TO BE IDENTIFIED



FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY
 PETALUMA, CALIFORNIA

A1.2
CONCEPT LANDSCAPE PLAN
JOB #4493 30 AUGUST 2013





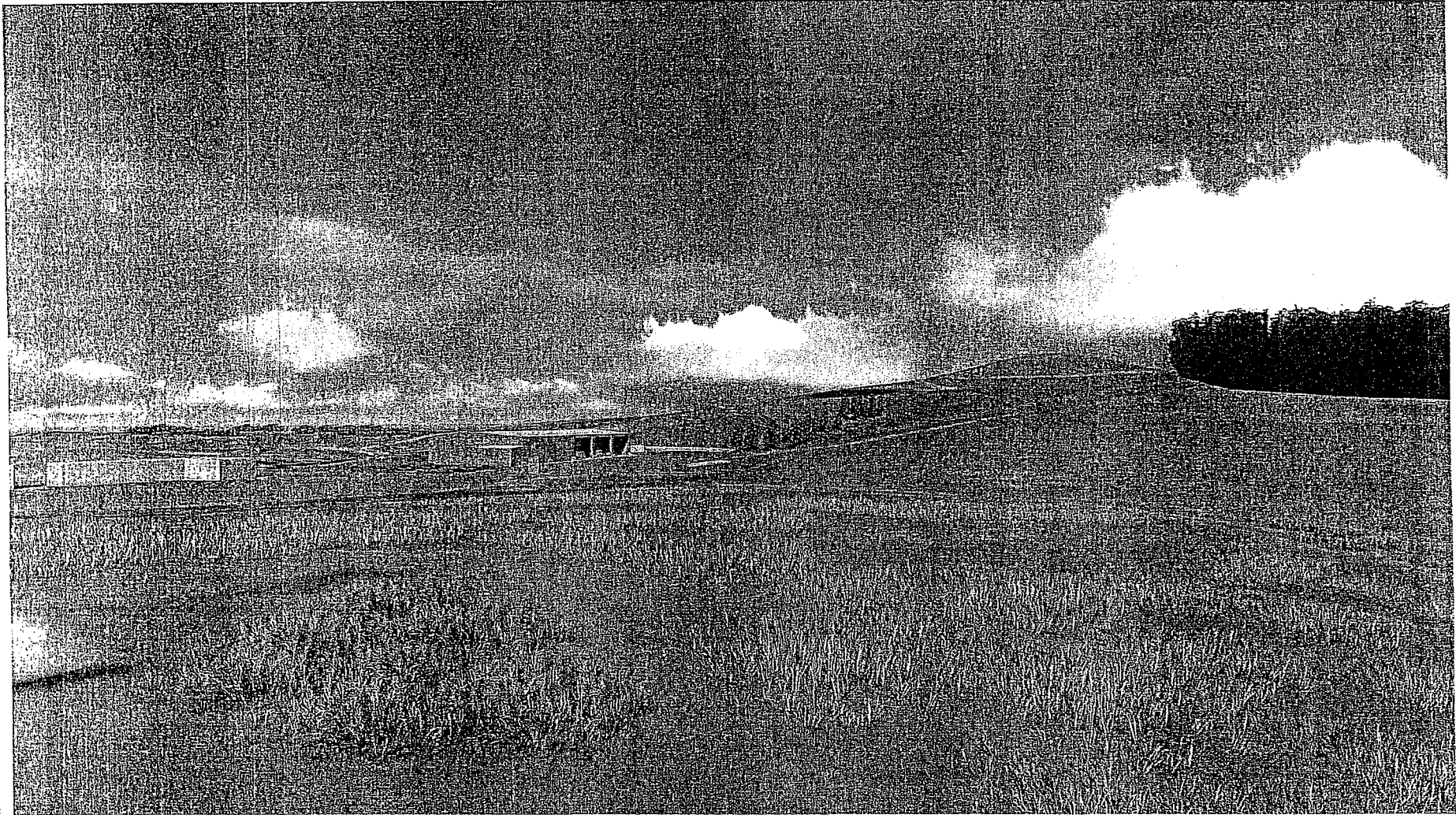
FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

NORTHWEST CTPF VIEW
PERSPECTIVE ILLUSTRATION

JDD #4593 12 SEPTEMBER 2013





FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

PETALUMA, CALIFORNIA

PROPOSED TREE BUFFER
PERSPECTIVE ILLUSTRATION - BEFORE

JOB #4692 12 SEPTEMBER 2013



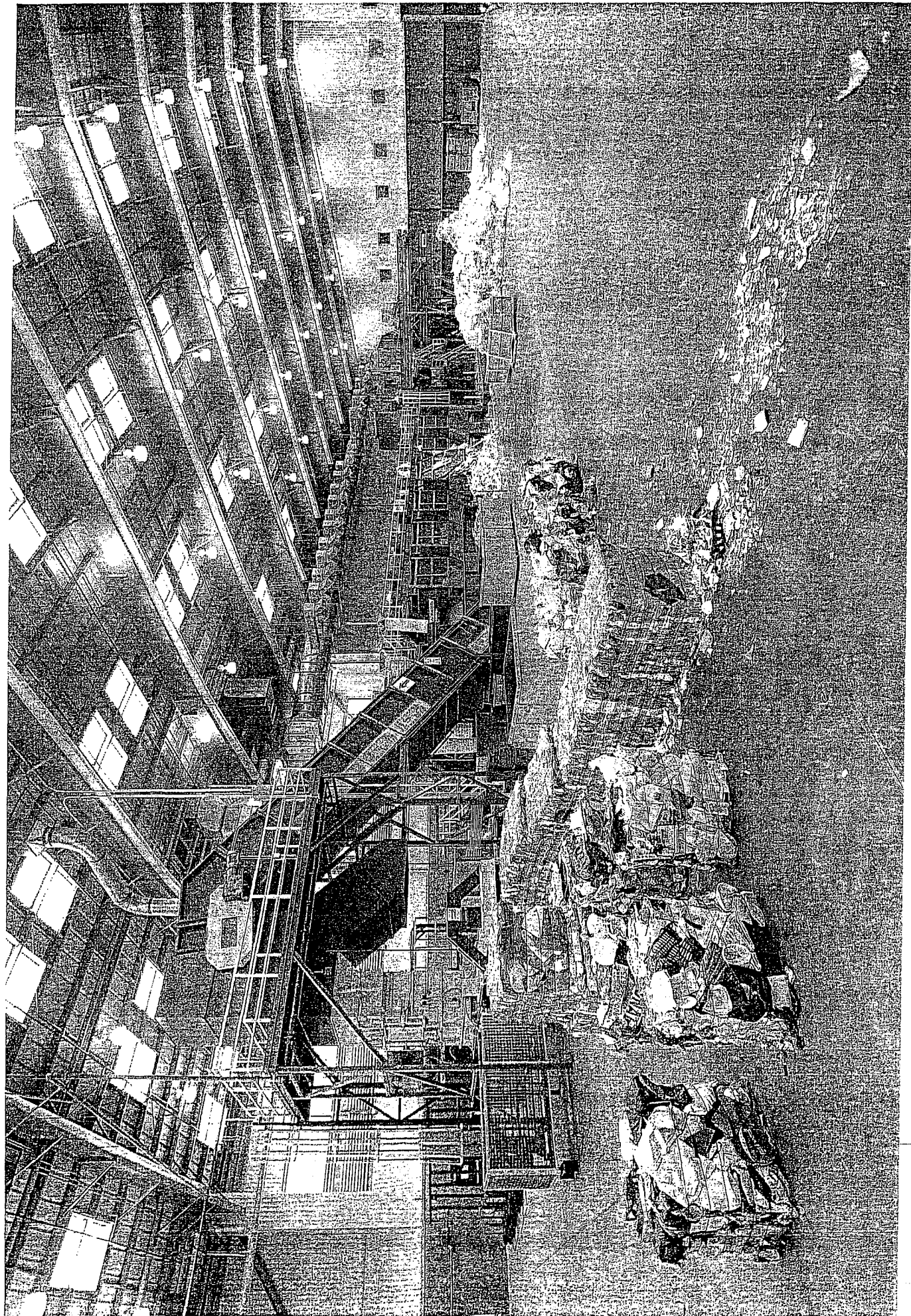


FACILITY IMPROVEMENTS
SONOMA COUNTY CENTRAL TRANSFER PROCESSING FACILITY

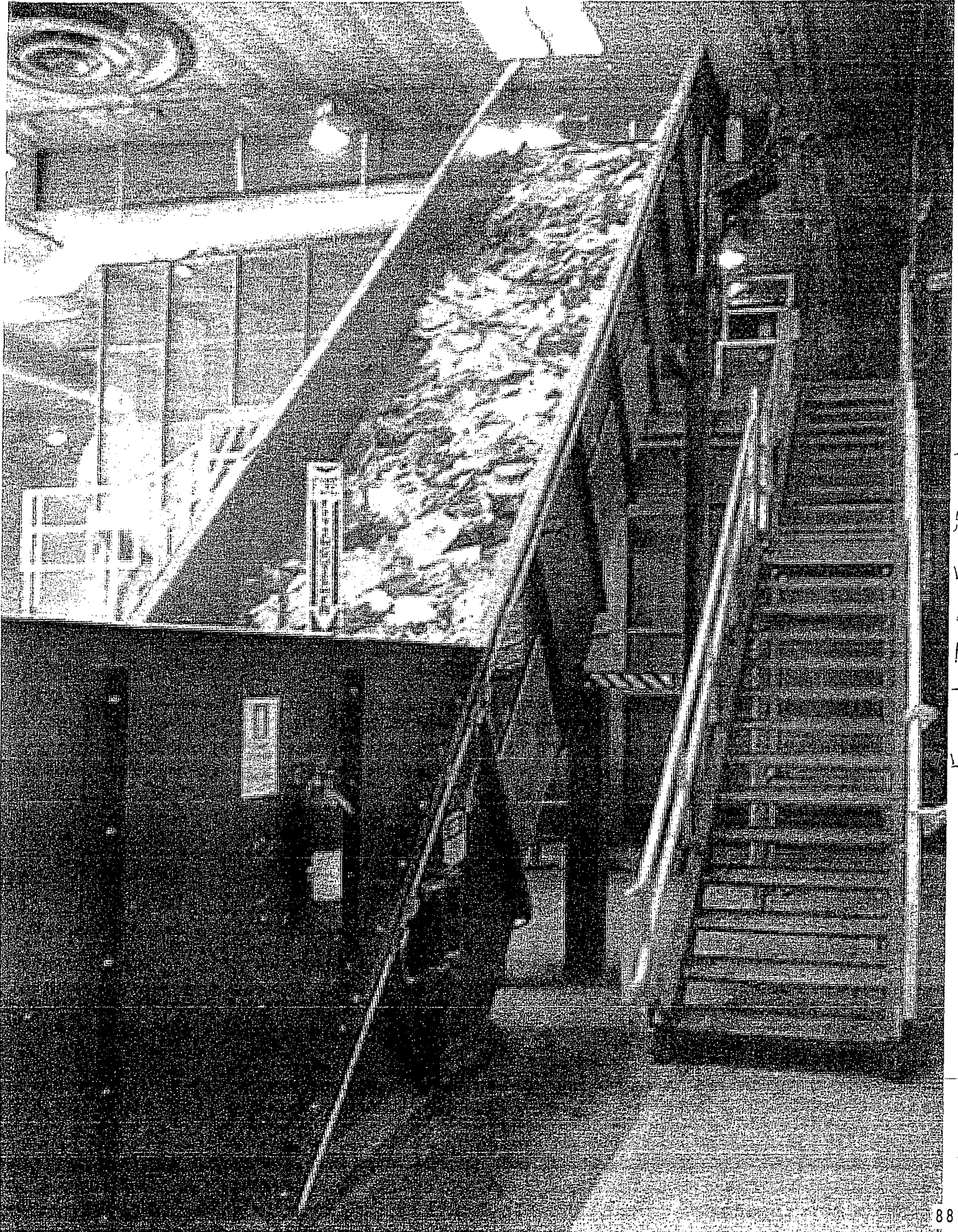
PETALUMA, CALIFORNIA

PROPOSED TREE BUFFER
PERSPECTIVE ILLUSTRATION - AFTER

JOB #4692 12 SEPTEMBER 2013

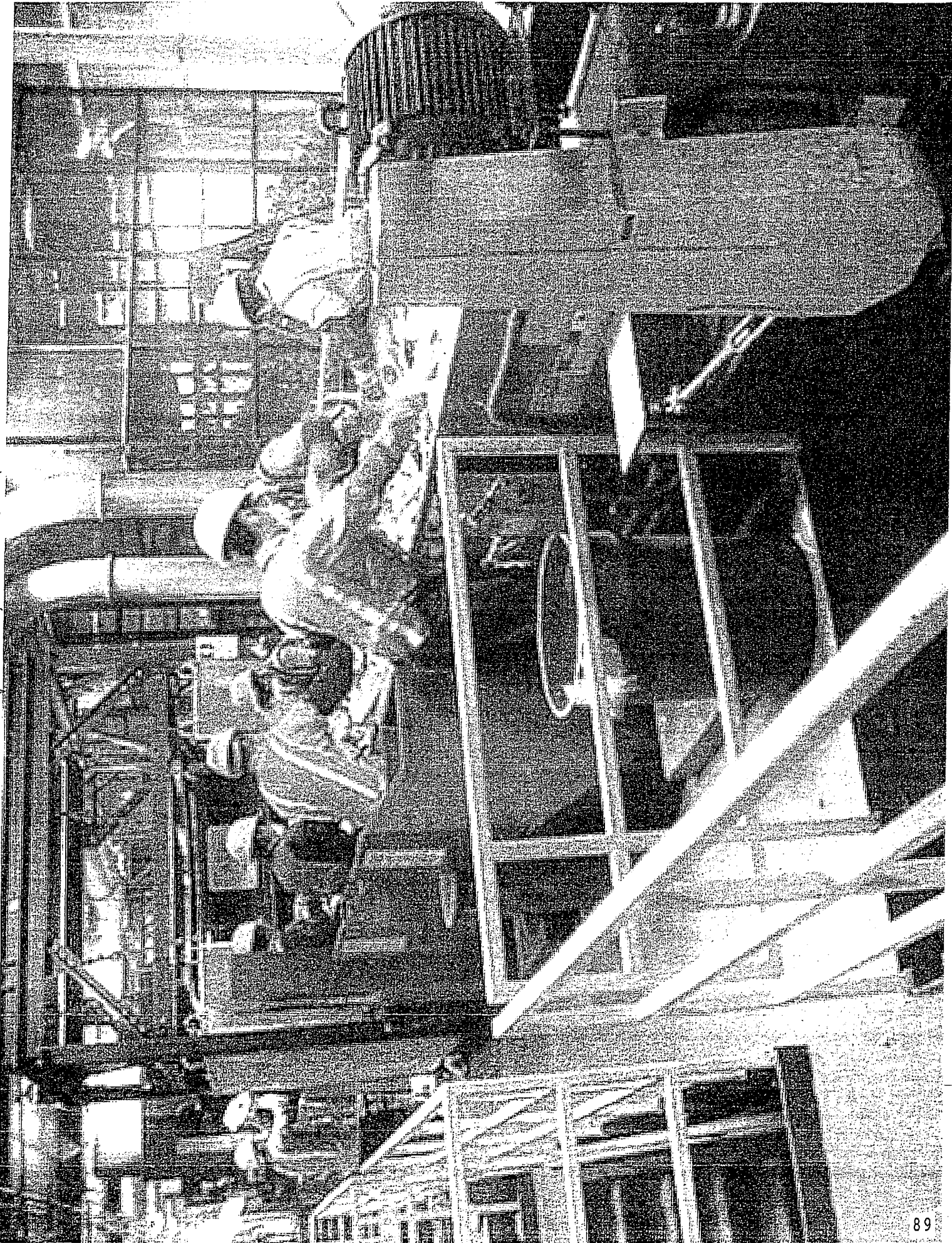


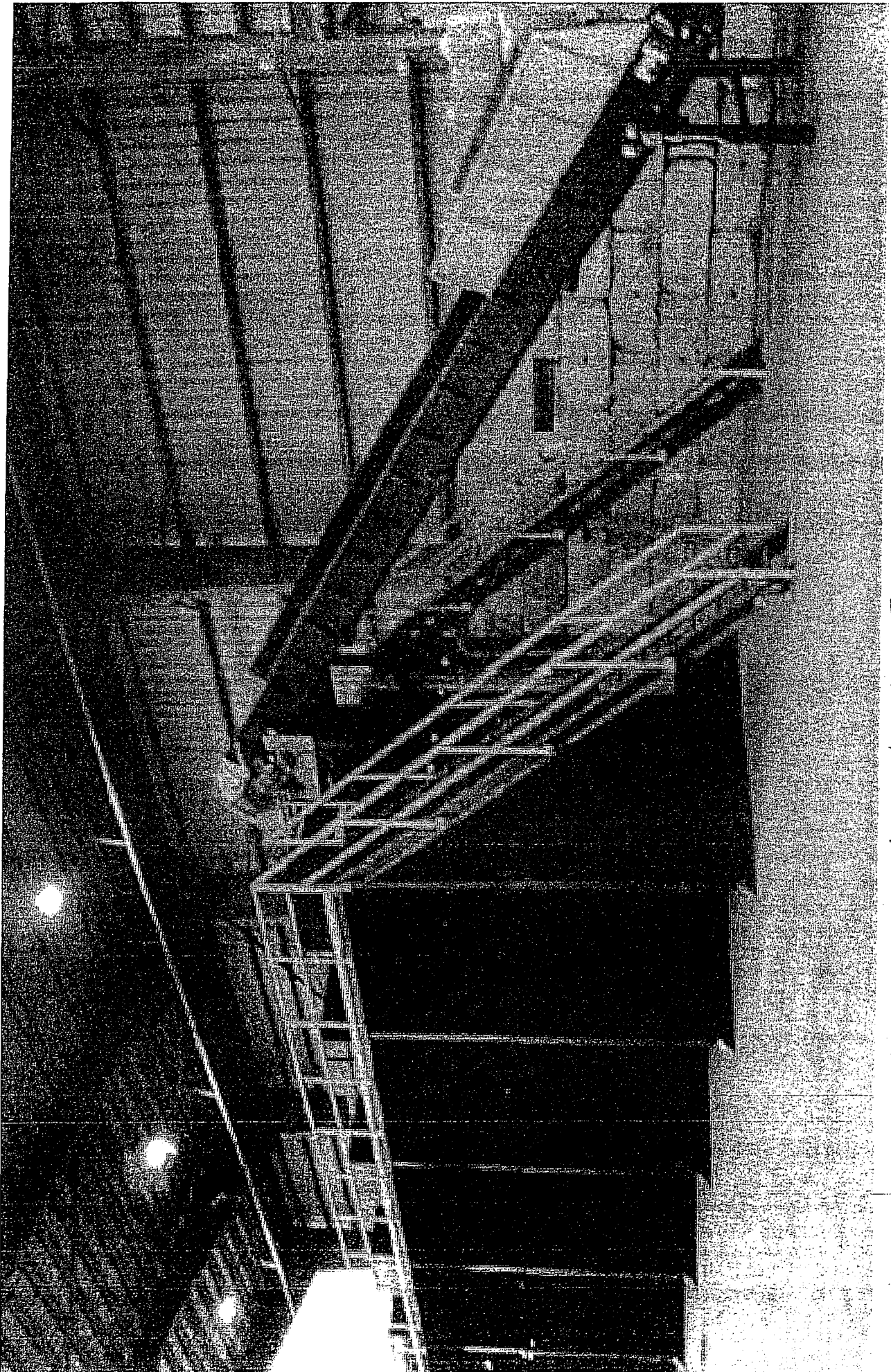
Example Type Equipment



Example Type Equipment

Example Type Equipment



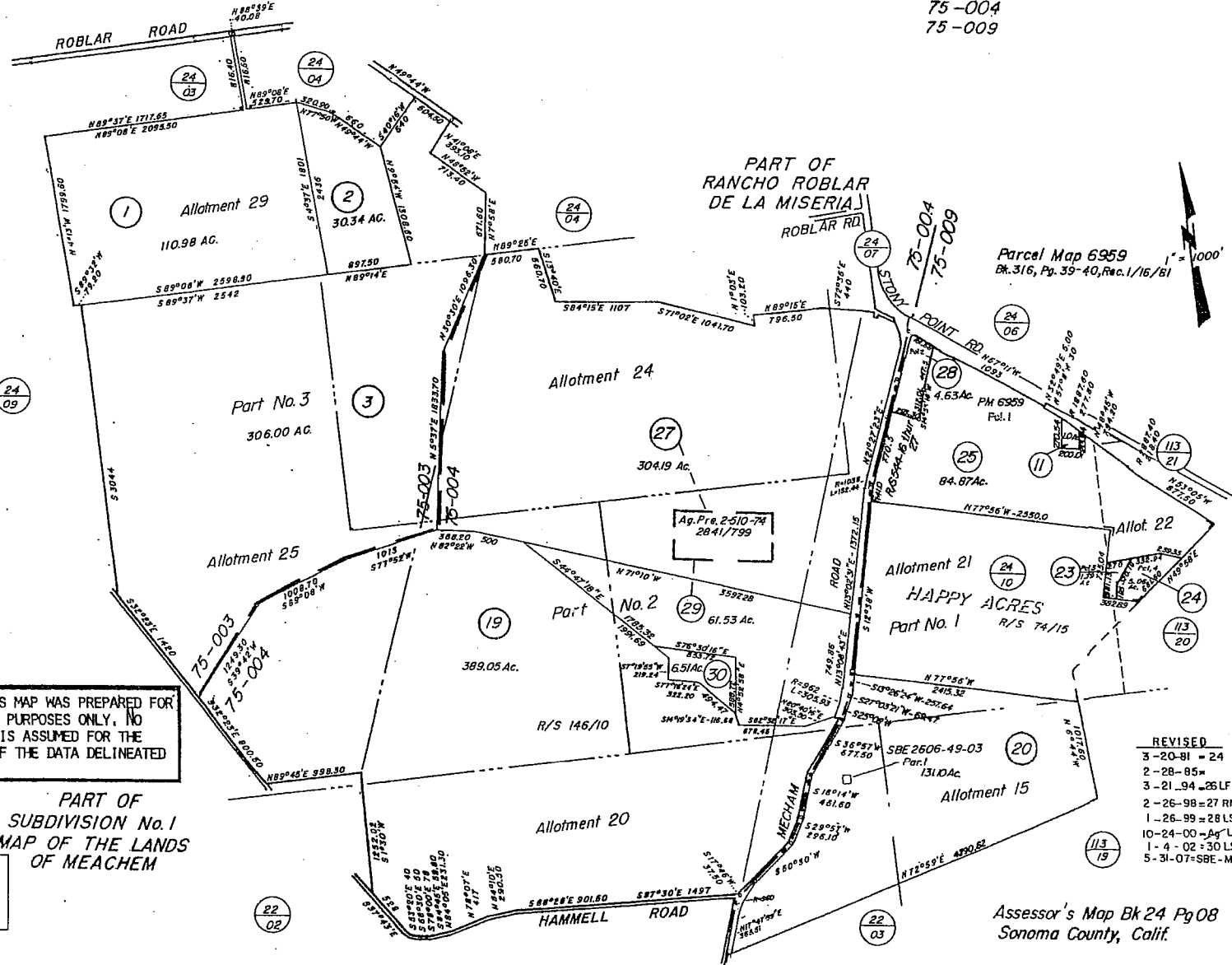


Example Type Equipment

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
75-003
75-004
75-009

24-08



Parcel Map 6959
Bk. 316, Pg. 39-40, Rec. 1/16/81
1" = 1000'

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

PART OF
SUBDIVISION No. 1
MAP OF THE LANDS
OF MEACHEM

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

- REVISED
- 3-20-81 = 24
 - 2-28-85 =
 - 3-21-94 = 26LF
 - 2-26-98 = 27 RM
 - 1-26-99 = 28 LSL
 - 10-24-00 = Ag LLL
 - 1-4-02 = 30 LSL
 - 5-31-07 = SBE-MH

Assessor's Map Bk 24 Pg 08
Sonoma County, Calif.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 11/26/2013

Re: Use Permit Application UPE13-0065 - Hours of Operation

Dear Mr. Ellison,

Republic Services is revising our Proposal Statement and Project Description as follows: The current hours of operation for the CTPF are from 6:00 AM to 6:30 PM, 7 days per week. While those hours will remain the same for existing activities, we are clarifying that with regard to the specific operation of the material recovery and processing equipment within the CTPF we will limit operating this equipment to between 7:00 AM to 6:30 PM.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Water Conservation

Dear Mr. Ellison,

Republic Services is revising our Proposal Statement and Project Description as follows: Republic Services will offset the potential increase in the well water system usage at the Site anticipated from the projected increase in employees and the additional misting for dust control inside the CTPF. Up to an additional 10 employees are projected to increase water consumption by approximately 150 gallons per day and the additional misting for dust control is projected to increase water use by approximately 600 gallons per day. While more than one water conservation measure may be employed, the primary method to accomplish this reduction will be using water from the site's sedimentation ponds for onsite dust suppression to replace the use of well water currently used for this application. On average, two 4,000-gallon water truck loads per week will use pond water to replace well water for dust control. This conservation measure has the potential to reduce well water consumption by approximately 1,100 gallons per day at the Site.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Construction Information

Dear Mr. Ellison,

As a supplement to Republic Services of Sonoma County, Inc.'s Use Permit Proposal Statement and Project Description we are providing information related to construction activities for the proposed material recovery and processing equipment as well as the addition of the bale storage roof canopy structure at the existing CTPF.

It is anticipated that the installation of the material recovery equipment within the existing CTPF building will involve a work crew of between 6-8 people over a 4 to 6 week period. The processing equipment to be installed is estimated to be delivered to the site by up to 20 trucks total spread out over a portion of this timeframe.

The construction of the bale storage roof canopy structure is anticipated to involve a crew of between 4-10 people on a given day depending on the phase of the project. The construction is estimated to take between 3 to 4 months to complete. The materials and supplies required for construction of the roof canopy structure and supporting systems such as electrical, fire protection, concrete, etc. are estimated to be delivered by up to 15 trucks spread over the 3 to 4 month timeframe.

Construction of the roof canopy and the installation of the material recovery equipment can take place concurrently so the total construction activities are expected to take place for between 3 to 4 months.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.



Central Landfill
Sonoma County

Ken Ellison
Supervising Planner
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Date: 12/10/2013

Re: Use Permit Application UPE13-0065 – Traffic Mitigation Agreement

Dear Mr. Ellison,

This letter is to serve as Republic Services of Sonoma County Inc.'s acknowledgement of and agreement to accept the proposed Traffic Mitigation identified in italics below.

The applicant shall limit outbound truck trips related to transportation of recovered materials from the MRF operations to end-use markets during the am peak hours of 8am to 9 am to the following: Two (2) outbound truck trips up to the year 2025; and four (4) outbound truck trips between the years of 2025 and 2040.

Mitigation Monitoring: The applicant shall keep a written or electronic record of the number of outbound truck trips during the hours of 8am to 9am related to transportation of recovered materials from the MRF operations to end-use markets. At the written request of PRMD, the applicant shall provide such records to the County within ten working days.

Please feel free to contact me with any questions or further clarification, (510) 453-8501.

Sincerely,

Rick Downey
Operations Manager
Republic Services of Sonoma County, Inc.

***ENVIRONMENTAL NOISE ASSESSMENT
CENTRAL TRANSFER PROCESSING FACILITY
FACILITY IMPROVEMENTS PROJECT
SONOMA COUNTY, CALIFORNIA***

Revised
November 8, 2013



Prepared for:

Republic Services of Sonoma County, Inc.
500 Mecham Road
Petaluma, CA 94952

Prepared by:

Michael S. Thill

ILLINGWORTH & RODKIN, INC.
Acoustics · Air Quality
1 Willowbrook Court, Suite 120
Petaluma, CA 94954
(707) 794-0400

Job No.: 13-171

Introduction

This report provides an assessment of the Facility Improvements Project proposed at the Sonoma County Central Transfer Processing Facility (CTPF) with regard to the Sonoma County General Plan's Table NE-2 noise limits. The project includes the installation of the material recovery and processing equipment within the existing CTPF building. The material recovery and processing equipment would be installed in the east side of the building and is designed to allow for the current transfer functions of the CTPF to continue. The proposed equipment will be electrically powered and receiving and tipping operations will remain similar to existing conditions.

The report first provides a brief discussion of the fundamentals of environmental noise to assist those who are not familiar with acoustical terminology or concepts, and provides a summary of the applicable regulatory criteria used in the assessment. Existing noise levels in the project vicinity are then described, and an evaluation of increased noise levels attributable to the project is made.

Fundamentals of Environmental Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable nature of sound could be caused by its pitch or its loudness. Pitch is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. Loudness is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales which are used to describe noise in a particular location. A decibel (dB) is a unit of measurement which indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1.

There are several methods of characterizing sound. The most common in California is the A-weighted sound level or dBA. This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2. Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq} . The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The Community Noise Equivalent Level, CNEL, is a measure of the cumulative noise exposure in a community, with a 5 dB penalty added to evening (7:00 pm - 10:00 pm) and a 10 dB addition to nocturnal (10:00 pm - 7:00 am) noise levels. The Day/Night Average Sound Level, DNL or L_{dn} , is essentially the same as CNEL, with the exception that the evening time period is dropped and all occurrences during this three-hour period are grouped into the daytime period.

TABLE 1 Definition of Acoustical Terms Used in this Report

Term	Definition
Decibel, dB	A unit describing, the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure for air is 20.
Sound Pressure Level	Sound pressure is the sound force per unit area, usually expressed in micro Pascals (or 20 micro Newtons per square meter), where 1 Pascal is the pressure resulting from a force of 1 Newton exerted over an area of 1 square meter. The sound pressure level is expressed in decibels as 20 times the logarithm to the base 10 of the ratio between the pressures exerted by the sound to a reference sound pressure (e.g., 20 micro Pascals). Sound pressure level is the quantity that is directly measured by a sound level meter.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure. Normal human hearing is between 20 Hz and 20,000 Hz. Infrasonic sound are below 20 Hz and Ultrasonic sounds are above 20,000 Hz.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
L_{max} , L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
L_{02} , L_{08} , L_{25} , L_{50}	The A-weighted noise levels that are exceeded 2%, 8%, 25%, and 50% of the time during the measurement period.
Day/Night Noise Level, L_{dn} or DNL	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 pm to 10:00 pm and after addition of 10 decibels to sound levels measured in the night between 10:00 pm and 7:00 am.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Source: Handbook of Acoustical Measurements and Noise Control, Harris, 1998.

TABLE 2 Typical Noise Levels in the Environment

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110 dBA	Rock band concert
Jet fly-over at 1,000 feet		
Locomotive horn at 100 feet	100 dBA	
Gas lawn mower at 3 feet	90 dBA	Loud stereo
Diesel truck at 50 feet at 50 mph		Food blender
	80 dBA	Garbage disposal
Noisy urban area, daytime		
Gas lawn mower, 30 feet	70 dBA	Vacuum cleaner
Commercial area		Normal speech face to face
Heavy traffic at 300 feet	60 dBA	
		Large business office
Quiet urban daytime	50 dBA	Dishwasher in next room
Quiet urban nighttime	40 dBA	Theater, large conference room
Quiet suburban nighttime		
	30 dBA	Library
Quiet rural nighttime		Bedroom at night, concert hall
	20 dBA	
		Broadcast/recording studio
Threshold of hearing	10 dBA	
	0 dBA	

Source: Technical Noise Supplement (TeNS), Caltrans, November 2009, Illingworth & Rodkin, Inc.

Regulatory Criteria

Goals, objectives, and policies, designed to protect noise-sensitive uses from exposure to excessive noise, are set forth in the Noise Element of the Sonoma County General Plan 2020. The noise standards established in the Noise Element are used in conjunction with the CEQA guidelines to determine if the project would expose people to or generate noise levels in excess of established standards thereby resulting in a potentially significant noise impact.

The following objectives and policies are applicable in the assessment of the proposed project:

- Objective NE-1.2:** Develop and implement measures to avoid exposure of people to excessive noise levels.
- Objective NE-1.3:** Protect the present noise environment and prevent intrusion of new noise sources which would substantially alter the noise environment.
- Policy NE-1a:** Designate areas within Sonoma County as noise impacted if they are exposed to existing or projected exterior noise levels exceeding 60 dB Ldn, 60 dB CNEL, or the performance standards of Table NE-2.
- Policy NE-1c:** Control non-transportation related noise from new projects. The total noise level resulting from new sources shall not exceed the standards in Table NE-2 (Table 3) of the recommended revised policies as measured at the exterior property line of any adjacent noise sensitive land use. Limit exceptions to the following:
- (1) If the ambient noise level exceeds the standard in Table NE-2, adjust the standard to equal the ambient level, up to a maximum of 5 dBA above the standard, provided that no measurable increase (i.e. +/- 1.5 dBA) shall be allowed.
 - (2) Reduce the applicable standards in Table NE-2 by five dBA for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises, such as pile drivers and dog barking at kennels.
 - (3) Reduce the applicable standards in Table NE-2 by 5 decibels if the proposed use exceeds the ambient level by 10 or more decibels.
 - (4) For short-term noise sources, which are permitted to operate no more than six days per year, such as concerts or race events, the allowable noise exposures shown in Table NE-2 may be increased by 5 dB. These events shall be subject to a noise management plan including provisions for maximum noise level limits, noise monitoring, complaint response and allowable hours of operation. The plan shall address potential cumulative noise impacts from all events in the area.

(5) Noise levels may be measured at the location of the outdoor activity area of the noise sensitive land use, instead of at the exterior property line of the adjacent noise sensitive use where:

(a) The property on which the noise sensitive use is located has already been substantially developed pursuant to its existing zoning, and

(b) There is available open land on these noise sensitive lands for noise attenuation. This exception may not be used for vacant properties, which are zoned to allow noise sensitive uses.

TABLE 3 Maximum Allowable Exterior Noise Exposures for Non-transportation Noise Sources (Table NE-2)

Hourly Noise Metric ¹ , dBA	Daytime 7 a.m. to 10 p.m.	Nighttime 10 p.m. to 7 a.m.
L ₅₀ (30 minutes in any hour)	50	45
L ₂₅ (15 minutes in any hour)	55	50
L ₀₈ (5 minutes in any hour)	60	55
L ₀₂ (1 minute in any hour)	65	60

¹ The sound level exceeded n% of the time in any hour. For example, the L₅₀ is the value exceeded 50% of the time or 30 minutes in any hour; this is the median noise level. The L₀₂ is the sound level exceeded 1 minute in any hour.

Existing Noise Environment

To establish existing conditions, Illingworth & Rodkin, Inc. visited the site and completed a noise monitoring survey. The noise survey consisted of measurements at three locations as shown on Figure 1. Noise levels were measured with Larson Davis Model 820 Integrating Sound Level Meters (SLMs) set at "slow" response. The Model 820 Sound Level Meters were equipped with G.R.A.S. Type 40AQ ½ - inch random incidence microphones. A windscreen was placed over the microphone during all measurements. The sound level measuring assemblies were calibrated prior to each measurement using a Model CAL200 acoustical calibrator. The responses of the systems were checked after the measurement session and no calibration adjustments were made to the sound levels measured by the SLM. At the completion of the monitoring event, the measured interval noise level data were obtained from the SLM using the Larson Davis SLM utility software program. All instrumentation meets the requirements of the American National Standards Institute (ANSI) SI.4-1983 for Type 1 use. Meteorological conditions during the measurements were acceptable for noise monitoring, primarily consisting of clear to partly cloudy skies, calm to light winds, and seasonable temperatures.

Site LT-1 was approximately 700 feet east of the CTPF and approximately 850 feet east of the acoustic center of CTPF noise sources, near the common property line between the CTPF and an adjacent dairy (with farmhouse). The microphone was placed at an elevation of 5 feet above the ground to represent a receptor positioned at the property line. The dairy's farmhouse is located over 450 feet further east (1,150 feet east of the CTPF and approximately 1,300 feet east of the acoustic center of CTPF noise sources) and shielded by an intervening ridgeline. The farmhouse

has no direct line-of-sight to the CTPF or proposed material recovery and processing equipment. The ambient noise environment measured at this location was predominantly the result of existing operations at the CTPF. The proposed material recovery and processing equipment would operate continuously between the hours of 7:00 a.m. and 6:30 p.m. and generate fairly steady noise levels; therefore, this analysis conservatively assesses potential project noise impacts against the Sonoma County Table NE-2 L_{50} noise limit. By default, a project that generates continuous and steady noise levels, and meets the most restrictive L_{50} noise limit (50 dBA), would also meet the less restrictive L_{25} , L_8 , and L_2 noise limits (55 dBA, 60 dBA, and 65 dBA, respectively).

Continuous noise measurements were made at Site LT-1 from about 1:35 p.m., September 12, 2013 to 2:00 p.m., September 17, 2013. Hourly average noise levels during operational hours typically ranged from 52 to 61 dBA L_{eq} , and the median sound level typically ranged from 50 to 60 dBA L_{50} . A review of the data shows that no adjustments to the Table NE-2 noise standards are required to account for ambient noise levels. The day-night average noise level calculated based on the measured data was 55 to 56 dBA L_{dn} . Data collected at Site LT-1 are considered to be representative of the ambient noise environment at adjacent noise-sensitive receptors. These data are summarized on Figures 2, 3, and 4.

Short-term noise measurements were made simultaneously at two locations on the afternoon of September 12, 2013 to quantify existing noise levels near the CTPF and at the common property line between the CTPF and the adjacent dairy. Site ST-1 was approximately 250 feet from the acoustic center of the CTPF near the gatehouse. Noise levels measured at this site were primarily the result of operations within and around the CTPF. The predominant noise sources included loaders, a dozer, and garbage trucks. As noted above, the L_{50} is the acoustical descriptor used to assess continuous, steady noise from project operations. Existing operations resulted in noise levels of 68 dBA L_{50} measured at a distance of 250 feet. Noise levels measured at Site ST-2 were primarily the result of local operations at the recycling center and driveway traffic. Existing operations within the CTPF building resulted in noise levels of 52 dBA L_{50} measured at the property line.

Impact Assessment

Estimating the expected noise produced by, and impacts from, the proposed project at adjacent noise sensitive uses requires three elements; the first is an assessment of what noise producing operations are likely to occur, the second is typical noise source levels for those operations, and the third is to determine the temporal nature of the operations.

I. Identification of Noise Producing operations/uses

The proposed facility modifications include the installation of the material recovery and processing equipment within the existing CTPF building. The material recovery and processing equipment would be installed in the east side of the building and is designed to allow for the current transfer functions of the CTPF to continue. The material recovery and processing equipment will be designed to recover, for recycling and other beneficial reuse, material from the following three subsets of the municipal waste stream:

- Selected self-haul materials

- C&D material
- Commercial dry route material

The material recovery and processing equipment will include two material in-feed options: 1) a below grade in-feed conveyor for material that will not require size reduction such as the commercial dry route stream, and 2) a hopper-fed slow speed auger shredder for size reduction of bulky material like wooden pallets or other C&D material. C&D material will be screened to remove fines for beneficial reuse. All material will be elevated to the main sorting line where material will be conveyed past sorting stations where employees will hand pick various recyclable materials for placement in storage bunkers located below the elevated main platform.

The system includes a baler for packaging recyclable materials such as cardboard mixed paper and containers. Other separated materials, including organics, inert material and fines will be stored and transported loose via the existing transfer bays, roll-off or other vehicles to on-site or off-site facilities for further processing, composting, use as ADC at the landfill or other approved and permitted beneficial reuse applications.

The predominant noise sources attributable to the project would be the material recovery and processing equipment while operating within the existing CTPF building. Receiving and tipping operations will remain similar to existing conditions and substantial changes to auto and truck traffic volumes are not anticipated with the project. Operations within the proposed bale storage area, west of the existing transfer processing, would be a secondary source of noise attributable to the project. The primary noise source associated with the bale storage area would be intermittent forklift operations utilizing the same or a similar model forklift. No additional mobile equipment such as loaders, dozers, or forklifts would be added with the project, and these same (or similar replacement equipment) would be utilized in a slightly different manner in maintaining the flow of materials.

II. Typical Noise Source Levels

To estimate the noise levels associated with project operations, some attention must be given to the temporal nature of the noise produced. The predominant noise producing operations are outlined below:

Material recovery and processing equipment would produce the following type and range of noise levels:

- The proposed fine screen and paper screen are assumed to operate continuously during daytime operational hours (between the hours of 7:00 a.m. and 6:30 p.m., and within the daytime period of 7:00 a.m. and 10:00 p.m. as defined by Sonoma County). Field measurements of similar screens taken at the Santa Rosa Recycling and Collection facility, located at 3400 Standish Avenue in Santa Rosa, California, show that sound levels from screening equipment can produce levels of between 86 dBA to 88 dBA L₅₀ at 15 feet (approximately 76 to 78 dBA at 50 feet).
- The proposed auger shredder is also assumed to operate continuously during daytime operational hours. Manufacturer's noise data show that sound levels resulting from the

operation of this equipment can produce levels of between 75 dBA to 78 dBA L_{50} at 15 feet (approximately 65 to 68 dBA at 50 feet).

- The proposed baler is also assumed to operate continuously during daytime operational hours. Field measurements of a similar baler taken at the Santa Rosa Recycling and Collection facility show that sound levels typically range from 81 dBA to 83 dBA L_{50} at 15 feet (approximately 71 to 73 dBA at 50 feet).

Forklift operations would produce intermittent noise depending on the exact nature of the operation. Backup alarms (or beepers), which are repetitive and irritating by design, will also produce noise during these activities, and as with forklift operations themselves are expected to be intermittent by nature. Forklift use and associated backup alarms will be partially attenuated by the proposed bale storage area structure when activities occur within the enclosed area. A credible worst-case scenario would assume that non-attenuated L_{50} noise levels from these operations (forklift movements and backup alarms) may reach levels of 67 dBA L_{50} at 50 feet (approximately 77 dBA at 15 feet).

III. Propagation of sound

The final step in estimating project noise levels is assessing the propagation of sound to the sensitive receptors. To do this, it is necessary to assume some rate of sound attenuation between the operations and receiver locations. The most dominant physical effect is due to the spreading out of sound waves with distance. For simple, single sources such as fixed equipment and stationary truck operations, the divergence of the sound wave is hemispherical in nature producing a reduction of 6 dB with each doubling of distance. For moving sources of noise, such as auto traffic or truck movements, which are considered linear sources of noise, the divergence of the sound wave is cylindrical in nature producing a reduction of 3 to 4 ½ dB with each doubling of distance. Other effects can modify these fall-off rates such as partial shielding from buildings or topography, atmospheric attenuation of sound, ground absorption, and meteorological effects. These effects almost always reduce the noise in addition to that due to sound divergence. As most of these effects will vary with time due to changing environmental conditions, it is most conservative to assume only attenuation due to divergence for outdoor activities and conservative (minimal) rate of structural attenuation (12 dBA) when operations are conducted within buildings, realizing that the actual noise level will be at or, most likely, below those predicted using this assumption at any one time. This assessment, however, does not factor in the minimal rate of structural attenuation as the proposed activities would occur in a partially enclosed building. Noise occurring within the large area of the CTPF was assumed to propagate from a point located along the north façade of the CTPF building where CTPF doors would be open during operations. Thus, calculations of project-generated noise levels are conservative.

Impact 1: Material Recovery and Processing Equipment Noise

The project would install material recovery and processing equipment within the existing CTPF building. The worst-case noise level resulting from the operation of the equipment proposed by the project would be 66 dBA L_{50} at a distance of 250 feet. This analysis assumes that the equipment will be shielded from the nearest receptors by the eastern wall of the building, and that no receptor in the vicinity of the project site would have a view of operations. The nearest receptor (farmhouse) is located approximately 1,300 feet from the acoustic center of the CTPF. The acoustic center is a point from which sounds diverge. In this case, the noise generated by

the CTPF building was conservatively assumed to propagate from a point located along the north façade of the CTPF building where CTPF doors would be open during operations. Using the source levels discussed above, a 6 dB sound reduction for each doubling of the distance, a 1 dB factor to account for excess atmospheric absorption with distance, and a 7 dB insertion loss for intervening terrain, constant L₅₀ noise levels from proposed mechanical equipment are calculated to reach an L₅₀ of 44 dBA at the adjacent dairy's farmhouse. Table 4, below, presents and summarizes the assessment of mechanical equipment noise.

TABLE 4: Mechanical Equipment L₅₀ Noise Levels

	L ₅₀ (Noise Level Exceeded 30 Minutes in any Hour), dBA
	Farmhouse
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	41
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Mechanical Equipment Noise at Receiver	44
Operations Exceed Ambient by 10 dBA?	No
NE-2 Adjustment	0 dB
Adjusted Table NE-2 Daytime Limit	50
Mechanical Equipment Noise Exceeds NE-2?	No

Based on these findings, noise associated with proposed material recovery and processing equipment will not exceed the daytime Table NE-2 L₅₀ noise standard at the location of the outdoor activity area of the nearest noise sensitive land use. The continuous operation of the recovery and processing equipment within the existing CTPF building during daytime hours would not substantially increase ambient daily-average noise levels over a permanent basis.

Mitigation 1: None required.

Impact 2: Bale Storage Operations Noise

The primary noise source associated with the bale storage area would be intermittent forklift operations. The worst-case noise level resulting from the operation of the equipment proposed by the project would be 53 dBA L₅₀ at a distance of 250 feet. The nearest receptor (farmhouse) is located approximately 1,500 feet from the acoustic center of the Bale Storage Area. Using the source levels discussed above, a 6 dB sound reduction for each doubling of the distance, a 1 dB factor to account for excess atmospheric absorption with distance, and a 7 dB insertion loss for intervening terrain, noise levels attributable to forklift operations are calculated to reach an L₅₀ of 29 dBA at the adjacent dairy's farmhouse. Table 5, below, presents and summarizes the assessment of mechanical equipment noise.

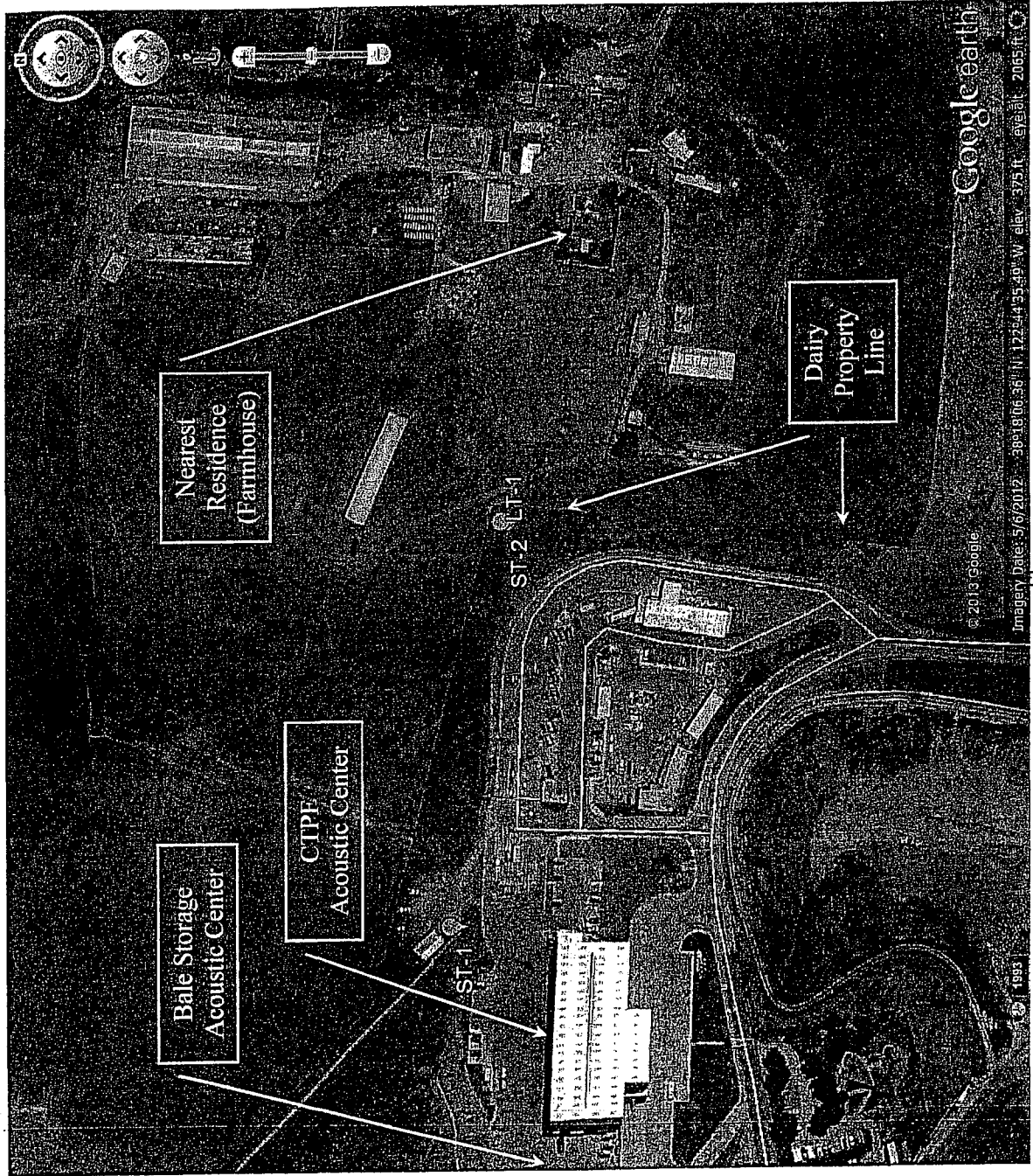
TABLE 5: Forklift L₅₀ Noise Levels

	L ₅₀ (Noise Level Exceeded 30 Minutes in any Hour), dBA
	Farmhouse
Unadjusted Table NE-2 Daytime Limit	50
Daytime Ambient Noise Levels	41
Daytime Ambient Exceeds NE-2 Limit?	No
Daytime NE-2 Adjustment	+0
Forklift Noise at Receiver	29
Operations Exceed Ambient by 10 dBA?	No
NE-2 Adjustment	0 dB
Adjusted Table NE-2 Daytime Limit	50
Forklift Noise Exceeds NE-2?	No

Based on these findings, noise associated with proposed forklift operations at the bale storage area will not exceed the daytime Table NE-2 L₅₀ noise standard at the location of the outdoor activity area of the nearest noise sensitive land use. The operation of forklifts during daytime hours would not substantially increase ambient daily-average noise levels over a permanent basis.

Mitigation 2: None required.

Figure 1 Aerial Photo Showing Site and Vicinity



**Noise Levels at LT-1
 ~ 735 feet from the East Side of Transfer Building
 Friday, September 13, 2013**

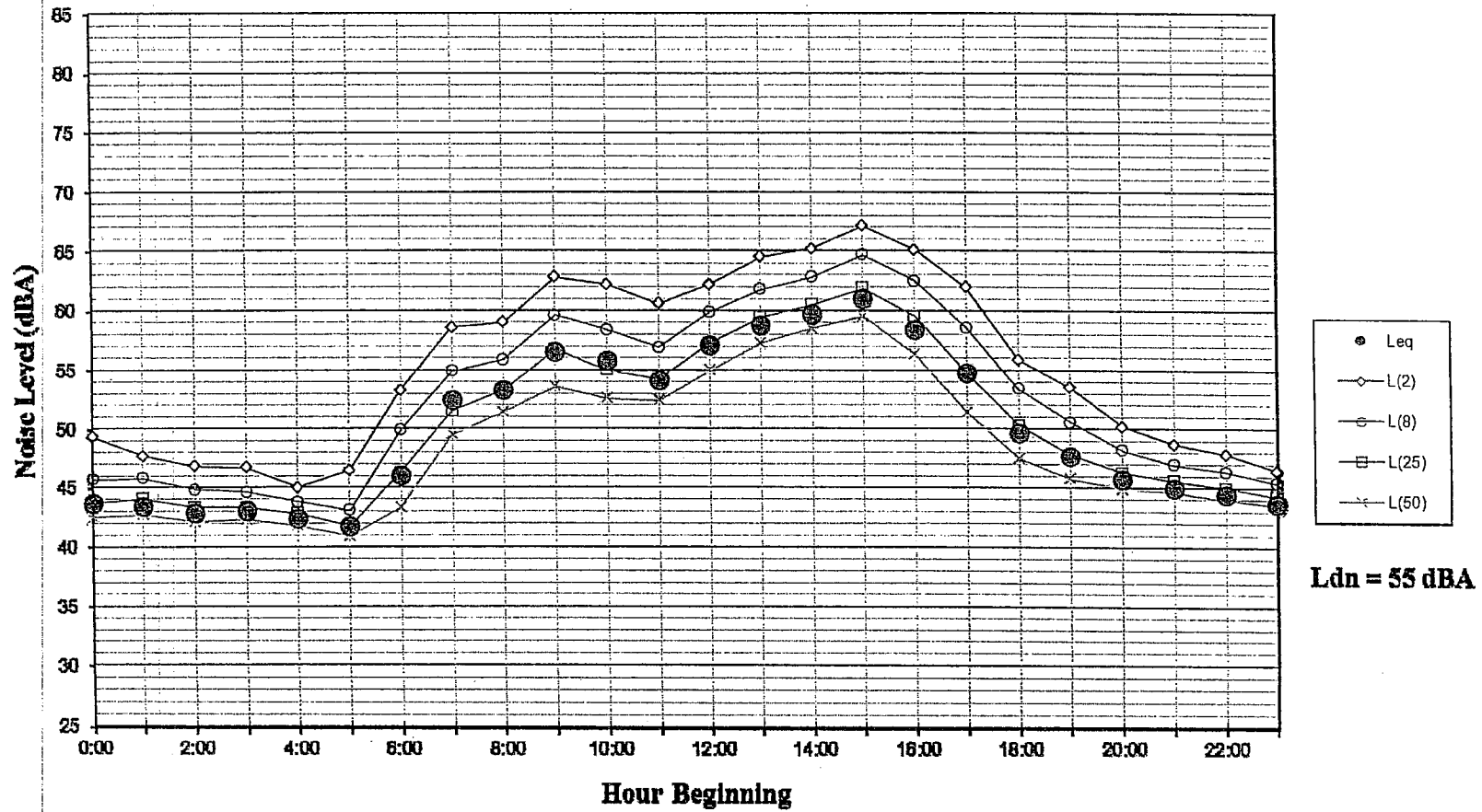
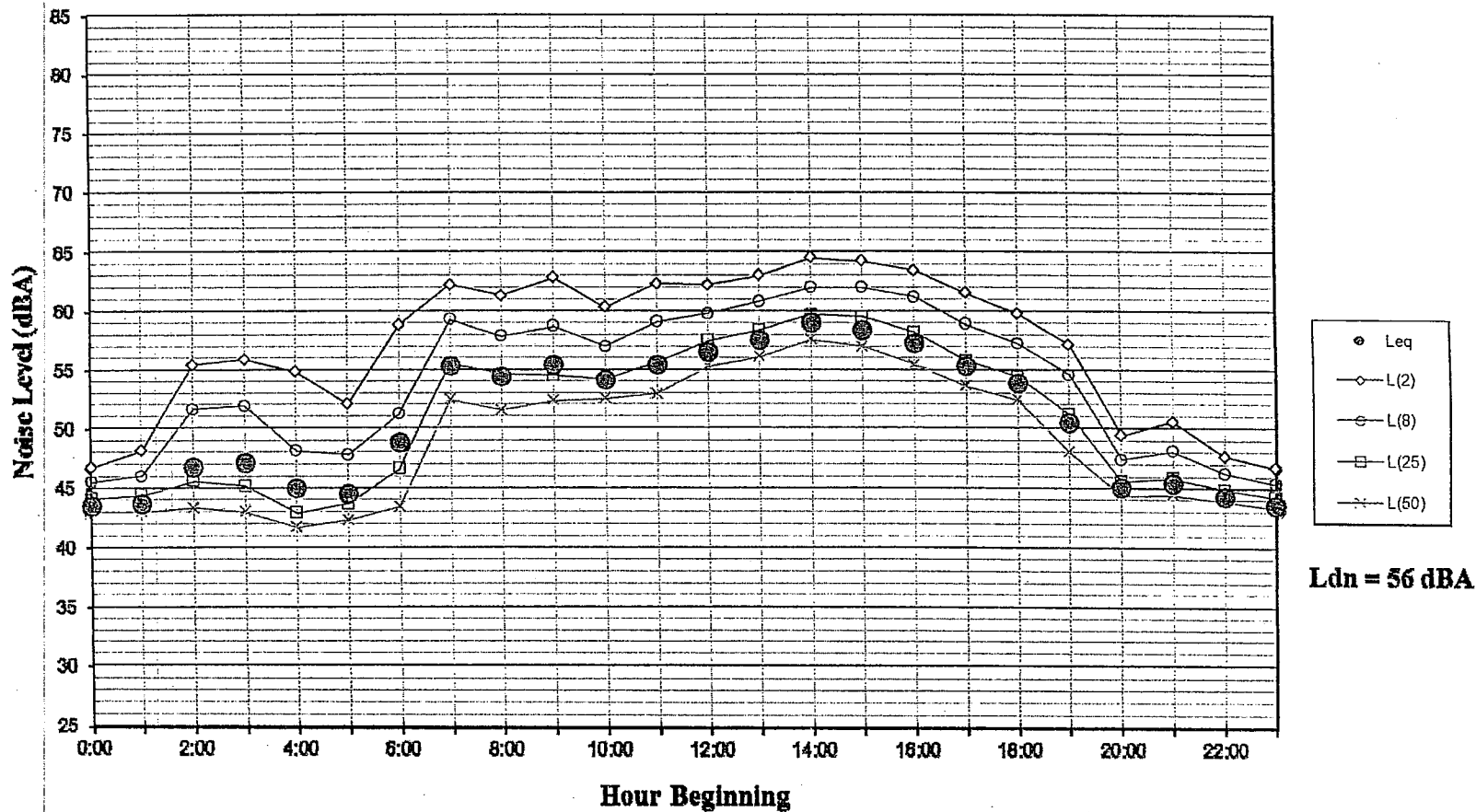


Figure 2

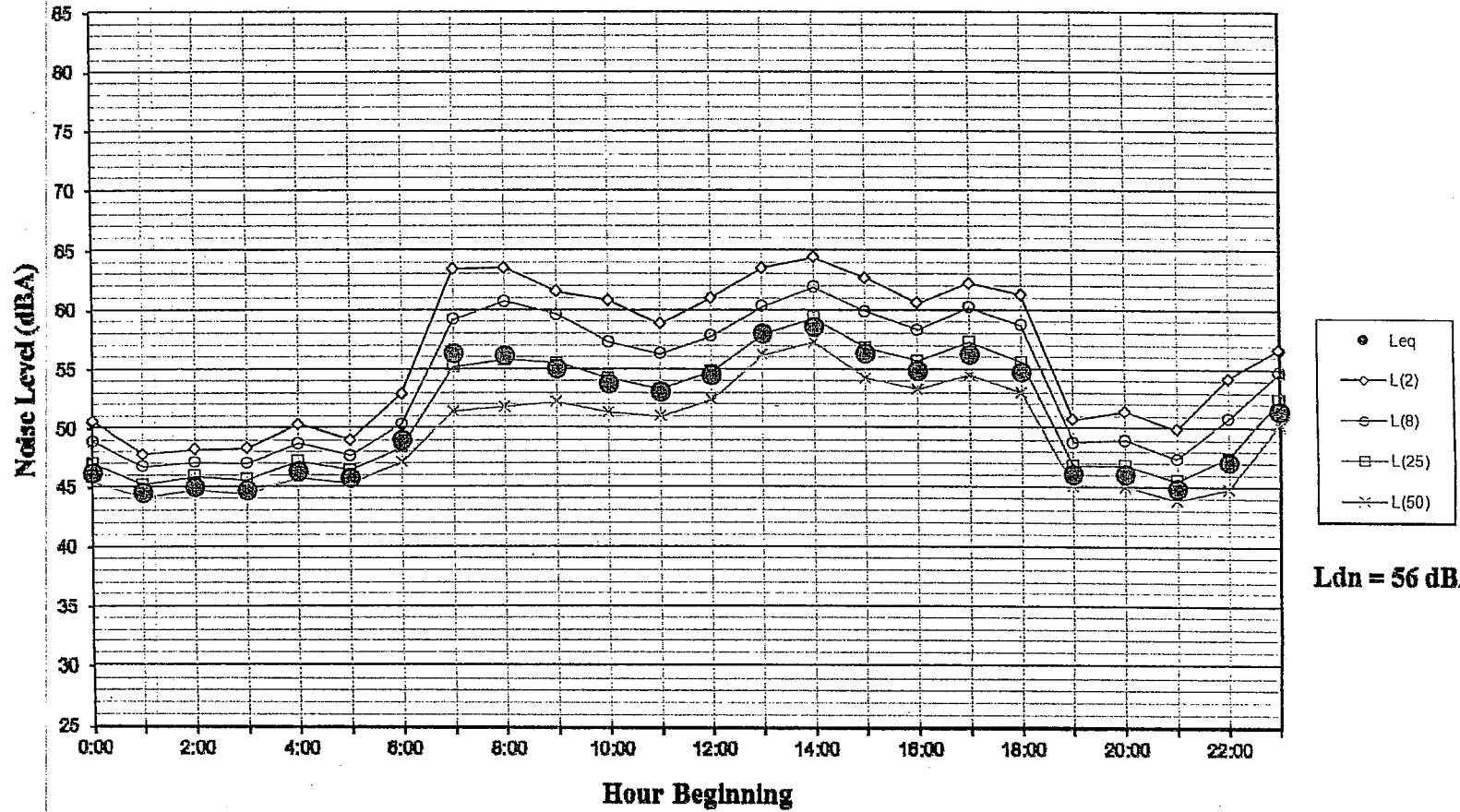
**Noise Levels at LT-1
 ~ 735 feet from the East Side of Transfer Building
 Saturday, September 14, 2013**



Ldn = 56 dBA

Figure 3

**Noise Levels at LT-1
 ~ 735 feet from the East Side of Transfer Building
 Monday, September 16, 2013**



Ldn = 56 dBA

Figure 4

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Illingworth & Rodkin, Inc. Firm Description

Founded in 1987, Illingworth & Rodkin, Inc. (I&R) provides a complete range of consulting services in acoustics, vibration and air quality to governmental agencies, private sector clients and other environmental and design professionals. The firm has completed over 4,500 projects in architectural acoustics, community noise and vibration, industrial noise and vibration control, and air quality studies. The firm emphasizes objective and thorough analyses of issues, timeliness, teamwork, and practical solutions. The firm is experienced with both the State and Federal environmental regulatory processes.

Noise Assessment and Control

I&R specializes in the assessment and control of environmental noise. The firm provides its services directly to governmental agencies and private sector clients and acts as a sub-consultant to other environmental and design professionals. I&R has completed close to 4,500 projects involving environmental noise, transportation noise studies, industrial noise control, and building acoustics. The firm is considered one of the leading consulting firms in the West Coast that provide a full range of testing and design services for the abatement of transportation noise and vibration. A large number of transportation noise studies ranging from environmental impact assessments to developing comprehensive mitigation measures for residential, commercial and other types of existing and proposed developments have been conducted. While most of the work is conducted in Northern California, the firm has completed projects throughout California and the western United States. I&R combines a strong theoretical and a thorough empirical approach to noise and vibration studies. The firm has extensive experience with the computer models used for transportation noise assessment and staff has been trained in the use of the latest Traffic Noise Model. The firm recognizes the computer models' strengths and weaknesses, and its Principals have consistently emphasized the importance of being "on the ground" in a study area, becoming thoroughly familiar with the various parameters that would affect the noise environment and one's ability to predict future conditions, and conducting thorough and comprehensive measurements to assist in the analysis. Project-level noise measurements are made at least weekly. The firm makes about 200-300 noise measurements per year.

Air Quality Studies

In 1995 I&R was expanded to include air quality and meteorological capabilities. The bulk of the firm's air quality work involves environmental air quality studies that are in support of both private and public projects. Air quality studies for land use projects to support Environmental Impact Reports are most common. Types of projects include specific plans for a variety of land use types, office centers, wastewater treatment facilities, waste management facilities, quarries, and other industrial facilities. The firm also assists local communities in developing air quality policies for incorporation into General Plans. Many projects involve the analysis of air quality impacts from both direct and indirect sources of air pollutants. Indirect sources include transportation facilities, which I&R staff has considerable experience evaluating. Through years of conducting environmental noise and air quality studies for local, state and federal agencies, the firm has developed considerable experience in dealing with both the technical and policy issues. While transportation projects can involve considerable air quality technical aspects, the regulatory challenges can be quite complex. This is especially true in the case with federal projects, where plan conformity issues arise. I&R staff has dealt successfully with these issues on a wide variety of projects ranging from reuse of defense bases, large new freeway projects to simple urban intersection modifications.

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Key Professional Staff

Paul R. Donovan, Sc.D., has extensive experience in noise and vibration measurement and analysis. Much of his work involves motor vehicle noise including tire/pavement noise evaluation, interior noise control, aerodynamic noise generation, and vehicle passby noise and regulation. Dr. Donovan has also worked in the areas of sound propagation around buildings, architectural acoustics, structure-borne noise analysis, and instrumentation development. Some of his major projects have included quantification of increase in tire noise under vehicle acceleration, evaluation of test pad pavement properties for tire and passby noise, correlation of wind tunnels in the U.S. and Europe for aeroacoustic testing, field studies of residential building facades for traffic noise insulation, development of representative light vehicle test procedures, and reduction of wind noise on many of General Motors vehicles lines. Dr. Donovan received his Ph.D. in Mechanical Engineering/Acoustics from the Massachusetts Institute of Technology.

James A. Reyff has 25 years of experience conducting environmental noise studies. Mr. Reyff has managed numerous large transportation noise studies for Caltrans and currently manages a statewide contract with the Department to perform acoustical studies. He is familiar with federal, state and local noise policies and has developed effective working relationships with many regulatory agencies. Mr. Reyff is familiar with the noise technical and policy issues that affect transportation projects, especially projects with federal involvement. He has been formerly trained in the use of FHWA's Traffic Noise Model (TNM). Mr. Reyff combined his expertise in both meteorology and noise to conduct research studies funded by Caltrans that investigated long-range diffraction and reflections of noise from noise barriers under different meteorological conditions. He is the lead investigator for the Interstate 80 Davis Pavement Noise Study that documents the acoustical characteristics of an open-graded asphalt overlay as it ages.

Fred M. Svinth specializes in architecture, room acoustics, building sound isolation and mechanical system noise and vibration control. Mr. Svinth has 18 years of experience designing acoustics and sound isolation solutions in the renovation and design of a wide range of commercial, residential, entertainment and religious building projects. His professional experience also includes the control of mechanical system noise and the study of noise and land use compatibility issues. Mr. Svinth's educational background includes a Master of Architecture degree from the University of Texas at Austin (1996) and a B.S. degree in Mechanical Engineering from California Polytechnic State University at San Luis Obispo (1989). He is an Associate Member of the American Institute of Architects.

Michael S. Thill has 15 years of professional experience with environmental acoustics. Mr. Thill's expertise lies in conducting field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of noise environments and has authored technical noise reports for residential projects, mixed-use projects, commercial projects, transportation projects, educational facilities, redevelopment projects, and office and industrial developments. Mr. Thill is proficient with use of FHWA's traffic noise prediction model (TNM), and is familiar with the procedures for preparing highway noise impact studies presented in Caltran's *Traffic Noise Analysis Protocol* and the *Technical Noise Supplement* (TENS). He received a BS degree in Environmental Science from the University of California at Santa Barbara.

Richard B. Rodkin, P.E., began his career as an acoustical consultant in 1973. Mr. Rodkin has worked continuously in the many aspects of acoustics related to the design of new buildings, the environment, and industry. Building designs include commercial, institutional and residential projects. Transportation noise and vibration studies include freeways, light rail and heavy rail trains, and local roadway improvements. He has prepared environmental noise studies for a wide range of industrial, commercial, residential, institutional and transportation projects. Mr. Rodkin received his Master of Science degree in Mechanical Engineering from the University of California at Berkeley.

Keith Pommerenck provides consulting environmental noise and air quality issues with 27 years of professional experience in preparing technical air, noise, energy and vibration reports for inclusion in CEQA and NEPA environmental documents for transportation projects. Mr. Pommerenck served as Caltrans' North Region Soundwall Coordinator by conducting investigations and providing resolutions to noise complaints from the public. Mr. Pommerenck provided expert assistance on issues related to acoustics, hydroacoustics, and bioacoustics.

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MICHAEL S. THILL

Mr. Thill is a senior consultant with 15 years of professional experience in the field of environmental acoustics. His expertise includes performing field research, analyzing data, and noise modeling. He has conducted numerous field surveys in a variety of acoustical environments to quantify airborne noise levels, groundborne vibration levels, and hydro-acoustic noise levels. He has also participated in DOT studies of pavement noise in California and Arizona. He has analyzed and summarized complex sets of data for inclusion into noise models. Mr. Thill has been trained in the use of FHWA's traffic noise prediction model (TNM), and is familiar with the procedures for preparing highway noise impact studies presented in Caltran's *Traffic Noise Analysis Protocol* and the *Technical Noise Supplement (TENS)*.

Mr. Thill has authored technical noise reports for various land use proposals including residential, commercial, educational, and industrial developments, and has managed the noise assessments for a number of large projects including most recently, the US 101 and SR 85 Express Lanes projects for the Santa Clara County Valley Transit Authority. He has managed the General Plan Update noise studies for several communities in the Bay Area including the Cities of San Jose, Fremont, Walnut Creek, and Santa Barbara. Mr. Thill has also led traffic noise investigations for major transportation projects including the Route 4 Bypass project and the I-680/Route 4 Interchange project in Contra Costa County, California and arterial roadway widening projects in the communities of San Jose, Oakley, and Stockton.

PROFESSIONAL EXPERIENCE

2009 - Present Principal	Illingworth & Rodkin, Inc. Petaluma, California
2005 - 2009 Senior Consultant	Illingworth & Rodkin, Inc. Petaluma, California
1998 - 2005 Staff Consultant	Illingworth & Rodkin, Inc. Petaluma, California

EDUCATION

1998	University of California at Santa Barbara B.S., Major: Environmental Science
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PROFESSIONAL SOCIETIES

Institute of Noise Control Engineering
Association of Environmental Professionals

SCS ENGINEERS



FOCUSED AIR QUALITY IMPACT ANALYSIS FOR CENTRAL TRANSFER/PROCESSING FACILITY PETALUMA, CALIFORNIA

Prepared for:

Republic Services of Sonoma County, Inc.
500 Mecham Road
Petaluma, California

Prepared by:

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December 2013
File No. 01213327.00

Offices Nationwide
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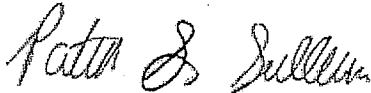
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December 2013
File No. 01213327.00

This Focused Air Quality Impact Analysis for the Central Transfer/Processing Facility in Petaluma, California, dated December 2013, was prepared and reviewed by the following. Resumes are attached in Appendix A.



John Henkelman
Project Professional
SCS ENGINEERS



Patrick S. Sullivan, R.E.P.A., C.P.P.
Senior Vice President
SCS ENGINEERS

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GLOSSARY OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AQIA	Air Quality Impact Analysis
BAAQMD	Bay Area Air Quality Management District
BACT	Best Available Control Technology
BMP	Best Management Practice
CAA	Clean Air Act
CAP	Criteria Air Pollutant
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulation
CO	Carbon Monoxide
GHG	Greenhouse Gases
HAP	Hazardous Air Pollutant
µg	Micrograms
LEA	Local Enforcement Agency
MACT	Maximum Achievable Control Technology
NAAQS	Nation Ambient Air Quality Standards
NO ₂	Nitrogen Dioxide
NSR	New Source Review
O ₃	Ozone
OCEMPP	Odor Control Best Management Practices Program
OEHHA	Office of the Environmental Health Hazard Assessment
OIMP	Odor Impact Minimization Plans
OSHA	Occupational Safety and Health Administration
Pb	Lead
PM	Particulate Matter
PPM	Parts Per Million
PTC	Permit to Construct
PTO	Permit to Operate
QA	Quality Assurance
QC	Quality Control
REL	Reference Exposure Level
Republic	Republic Services of Sonoma, Inc.
SAAQS	State Ambient Air Quality Standards
SCREEN3	USEPA's screening air dispersion model

SCS	SCS Engineers
SEM	Standard Emissions Monitoring
SFBAAB	San Francisco Bay Area Air Basin
SIP	State Implementation Plan
SO ₂	Sulfur Dioxide
SO _x	Sulfur Oxides
SWF	Solid Waste Facility
SWFP	Solid Waste Facility Permit
TAC	Toxic Air Contaminant
TBACT	Toxics Best Available Control Technology
tpd	Tons Per Day
UATS	Urban Air Toxics Strategy
USEPA	U. S. Environmental Protection Agency
ug/m ³	micrograms per cubic meter
VOC	Volatile Organic Compound

**FOCUSED AIR QUALITY IMPACT ANALYSIS
FOR CENTRAL TRANSFER/PROCESSING FACILITY
USE PERMIT REVISION
PETALUMA, CALIFORNIA**

1 INTRODUCTION

This focused Air Quality Impact Analysis (AQIA) was prepared by SCS Engineers (SCS) on behalf of Republic Services of Sonoma County, Inc. (Republic). It was developed to provide supporting documentation for the environmental review process in compliance with the California Environmental Quality Act (CEQA) for Republic's proposed modifications to the Central Transfer/Processing Facility (CTPF) (the Project) in Petaluma, California.

In this AQIA, SCS evaluated odor from construction and demolition (C&D) debris, dust impacts from the handling and processing of C&D wastes that could be potentially harmful to humans, handling of hazardous materials in C&D wastes, and greenhouse gas (GHG) emissions from the Project. The AQIA evaluation also included analysis for self-haul and commercial dry waste streams targeted for processing at the CTPF. The Baseline scenario is based on Pre-Project operations with data supplied by Republic. The Post-Project or Future Potential (FP) scenario was estimated assuming full implementation of the Project as described in the CEQA documents, the Use Permit application package and this AQIA. Briefly, the Project proposes to

1. Continue the use of the CTPF with all its current entitlements;
2. Authorize the proposed physical and operational modifications which are needed for the installation of the material recovery and processing equipment, and;
3. Identify Republic as the operator of the CTPF.

Of these three actions, only the second results in a new operation at the facility. The first item is a continuation of already permitted activities and will not be analyzed in this AQIA except as Baseline operations mitigate issues raised in relation to the Project. The third item is an administrative change and not a change in the activities at the CTPF. As a result, it does not result in a change from the Baseline operations.

As described in the Project Description, the Project would include the installation of the material recovery and processing equipment within the existing CTPF building while current transfer activities continue to function. The equipment will be designed to recover materials from self-haul, C&D, and commercial dry waste streams for recycling and other beneficial reuse. The three streams are mostly non-putrescible. Target materials for recovery include, but are not limited to: wood; cardboard, paper, film plastic, fines (for use as alternative daily cover [ADC]), carpet and padding, mattresses, and yard waste.

This focused AQIA will analyze the following issues:

- Potential odor impacts from the operation of the CTPF

- Potential dust generation from the Project
- Potential health effects from hazardous materials
- Potential GHG emissions

SITE DESCRIPTION

CTPF is a permitted solid waste transfer and waste processing facility (Solid Waste Facility Permit [SWFP] 49-AA-0404) owned and operated by the County of Sonoma (County). The Site is located within the boundary of the Central Disposal Site (CDS), which is also owned by the County. CDS is a permitted solid waste landfill (SWFP 49-AA-0001). CTPF is located at 500 Meham Road in Petaluma, California. Prior to January 2012, CTPF operated as part of the CDS-permitted operation. In January 2012, CTPF obtained a separate SWFP as a large-volume transfer/processing facility. Though the CTPF and CDS operate under separate SWFPs, some of the operations are still integrated, and some discussions of the CTPF will include the CDS and the two will collectively be referred to as the "Site."

CTPF consists of an approximate 43,000 square foot structure, enclosed on three sides. The CTPF and CDS have a combined permitted throughput of 2,500 tons per day with 900 permitted vehicles. CTPF is open to the public from 7 AM to 3 PM, Monday through Saturday and is closed for New Year's Day, Easter, Labor Day, Independence Day, Thanksgiving, and Christmas. County and Contractor operating hours are from 6 AM to 6:30 PM, seven days a week.

CTPF is permitted to accept Class III municipal solid waste (MSW), including putrescible and non-putrescible commercial, residential C&D, industrial, and other non-hazardous waste. Customer loads are dumped by collection and self haul vehicles onto a concrete tipping floor. Incoming loads are screened for hazardous and recyclable materials. Some recyclables are removed from the waste piles. Waste piles are then compacted and pushed from the tipping floor to below-grade loading bays. From the loading bays, waste is transferred to the active face of the CDS or removed from the Site. Recovered recyclable materials are transported to off-site markets.

Transfer trailers delivering MSW and greenwaste from other County-owned transfer stations do not deliver material to the CTPF building. The MSW transfer loads are either directed to the CDS working face or are directly out-hauled to alternate disposal sites. Greenwaste loads are delivered to the composting facility at CDS, (operated under the authority of the Sonoma County Waste Management Agency).

PROJECT SUMMARY

As noted, CTPF is permitted to accept the full range of Class III municipal solid waste (MSW) including putrescible and non-putrescible commercial, residential, construction and demolition (C&D), industrial and other non-hazardous waste, which include the self-haul, C&D and commercial-dry-waste streams that are projected to be received for processing with the proposed material recovery and processing equipment. The first proposed element of the Project is to continue the use of CTPF with all its current entitlements. This element of the Project does not

constitute a change from the baseline condition. The second element is to authorize physical and operational modifications, which are needed for material recovery and processing. This element does represent a change from the baseline condition. The third element of the Project is to identify Republic as the operator of the CTPF, and it does not represent a change from the baseline CTPF operations.

The proposed facility modifications include the installation of material recovery and processing equipment within the existing CTPF building. The equipment will be designed to recover material from selected self-haul loads, C&D loads, and commercial dry route loads for recycling and beneficial use. The three streams are relatively dry, non-putrescible waste streams and are well suited for recovery of recyclables and other beneficial reuse. Target materials for recovery include, but are not limited to: wood, cardboard, paper, film plastic, fines (for use as ADC), carpet and padding, mattresses, and yard waste.

The Project proposes the modification of the existing CTPF site and building to mitigate potential impacts from the processing operations. The proposed modifications include:

- Enclosure of a portion of the north site of the building to reduce off-site noise from the operation of the material processing system. This enclosure will also aid in the control of dust and odor,
- Installation of a dust control system at localized points in the material processing system,
- Installation of additional misting system at the north side building openings for odor and dust control,
- Addition of a roof canopy structure at the west side of the existing CTPF building for bale storage and loading for transport to market,
- The addition of a row of trees along a portion of the north property boundary for visual screening and for reduction of off-site noise impacts.

Details of these features are included in the Drawing Package included with the Use Permit Application package (UPE13-0065) submitted to the Sonoma County Permit and Resource Management Department (PRMD) in September 2013.

The basic purpose of the material recovery and processing equipment is to increase diversion of materials from the landfilled portion of the waste stream. Waste streams identified for processing on the material recovery and processing equipment are subsets of the overall MSW waste stream that is currently received, processed, and transferred at the CTPF. The current and projected type and volume of material managed at CDS, including the waste managed at CTPF, is not expected to change significantly as a result of the Project.

The enhanced recycling and diversion activities contemplated as part of the installation and operation of the material recovery and processing equipment has the potential to create an increase in vehicle trips in two areas:

- Up to 10 additional Passenger vehicles per day due to increased employment from operations related to the material recovery and processing equipment

- Approximately 10 additional Truck trips per day related to transportation of recyclables and other beneficial reuse material to end use markets

The projected traffic increase is within the permitted traffic volume for the Site, as identified in the SWFP, but has been included in the GHG analysis detailed within.

The primary operational change due to the Project will be how loads are directed within CDS when arriving. Transfer vehicles from remote transfer facilities would deliver loads of C&D and selected self-haul material to the CTPF building for processing instead of the working face of the landfill for disposal. This change would also occur for commercial dry waste material in the commercial route collection vehicles. Some wet putrescible waste from residential and commercial franchise hauling may be diverted from tipping at the CTPF to unloading directly at the working face of the landfill for disposal. The existing self-haul customers and C&D loads arriving at the CDS would continue to be directed to the CTPF as they are currently.

Another operational change proposed as part of the Project is to separate and store recovered materials suitable for bailing in bins or in bulk bunkers. Each commodity would be bailed individually. Materials suitable for bailing include cardboard, paper, containers, film plastic, and other non-putrescible materials. Bale storage would be done in the proposed addition of an approximately 6,500 square foot roof canopy structure at the west side of the existing CTPF building. The canopy will provide for loading and transport of recyclables to market as well as for protection from rain and weather.

ENVIRONMENTAL SETTING

The environmental setting for the proposed Project was evaluated in order to describe existing local and regional air quality conditions prior to initiation of the Project. An environmental setting for a project includes existing meteorological conditions, current pollutant levels, applicable laws and regulations, and other local and/or regional characteristics, which will affect the impact that a proposed project might have on air quality.

Federal and state air quality standards have been established for criteria air pollutants (CAPs), including: ozone (O₃), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), suspended particulate matter (PM₁₀), fine particulate matter (PM_{2.5}), and lead (Pb). The United States Environmental Protection Agency (USEPA) has promulgated National Ambient Air Quality Standards (NAAQS) for these CAPs to protect public health and welfare; the State of California has also published standards (termed State AAQS or SAAQS) for these pollutants. This focused AQIA will discuss only the PM₁₀, PM_{2.5}, and lead standards. No other CAPs are expected to be impacted or changed by the Project.

TOPOGRAPHY AND METEOROLOGY

The primary factors that determine air quality are the locations of air pollutant sources and the amounts of pollutants emitted. Topographical and meteorological conditions are also important. The project site is located in Sonoma County, which lies within the San Francisco Bay Area Air Basin (SFBAAB) and within the area regulated by the Bay Area Air Quality Management District (BAAQMD).

The SFBAAB is comprised of the nine counties which surround San Francisco Bay; San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, and San Mateo Counties. The terrain is characterized by complex terrain, consisting of coastal mountain ranges, inland valleys, and bays.

The climate is dominated by a semi-permanent, high pressure cell in the eastern Pacific, which is the basic controlling factor in the climate of the entire SFBAAB. In the summer, the high pressure cell is dominant and causes persistent west and northwest winds over the entire California coast including the SFBAAB.

In the fall, the surface winds become weak, and the marine layer grows shallow, sometimes dissipating altogether. The air flow is occasionally reversed in a weak offshore movement, and the relatively stationary air mass is held in place by the Pacific High pressure cell, which allows pollutants to build up over a period of a few days. During the winter, the Pacific High migrates southward and has less influence on the air basin. The general absence of deep, persistent inversions and the occasional storm systems usually result in good air quality for the basin as a whole in winter and early spring.

Temperature and Precipitation

Summertime temperatures in the SFBAAB can result in large temperature differentials between the coast, where the ocean moderates temperature swings, and inland areas, where temperatures can change more rapidly than on the coast. The gradient can be up to 35 degrees Fahrenheit and drive small-scale temperature and wind gradients. This differential is typically smaller at night.

The SFBAAB is characterized by wet winters and dry summers. Winter rains result in approximately 75 percent of annual rainfall. Total rainfall can vary significantly by region and ranges from 40 inches in the mountains to 16 inches in inland valleys.

LAWS AND REGULATIONS

Regulation of air quality is achieved through both federal and state standards and emission limits for individual sources of air pollutants. The following subsections provide a synopsis of federal, state and regional air regulations that are pertinent to the Project Site.

Federal

The 1977 federal Clean Air Act (CAA) and the 1990 amendments to the CAA required the USEPA to identify NAAQS to protect public health and welfare. NAAQS have been established for the following CAPs: O₃, CO, NO₂, SO₂, PM₁₀, PM_{2.5}, and Pb. USEPA publishes criteria documents to justify the choice of standards. Current standards for these pollutants are listed in *Table 2-1*.

In 1997, USEPA adopted new national ozone standards, but subsequently revoked the 1-hour standard in June 2005; the 8-hour ozone standard remains 0.08 parts per million (ppm). In 2006, USEPA lowered the national 24-hour PM_{2.5} standard from 65 µg/m³ to 35 µg/m³. USEPA designated the attainment status of BAAQMD as nonattainment for PM_{2.5} in 2009. In 2010, the USEPA added a one hour NO₂ standard of 0.1 ppm and a one hour SO₂ standard of 0.075 ppm. Additional details pertaining to the federal and state AAQS can be found in *Table 2-1*.

Pursuant to the 1990 CAA Amendments (CAAA), the USEPA has classified air basins (or portions thereof) as either "attainment" or "non-attainment" for each criteria air pollutant, based on whether or not the NAAQS have been achieved.

The CAA requires each state to prepare an air quality control plan referred to as the State Implementation Plan (SIP). The 1990 CAAA additionally required states containing areas that violate NAAQS to revise their SIPs to incorporate additional control measures to reduce air pollution. The USEPA has responsibility to review all state SIPs to determine if they conform to the mandates of the CAAA and will achieve air quality goals when implemented.

Regulation of Toxic Air Contaminants (TACs), termed Hazardous Air Pollutants (HAPs) under federal regulations, is achieved through federal and state controls on individual sources. Federal law defines HAPs as non-criteria air pollutants with short-term (acute) and/or long-term (chronic or carcinogenic) adverse human health effects. The 1977 CAA required the USEPA to identify

and set forth National Emission Standards for Hazardous Air Pollutants (NESHAPs) to protect public health and welfare.

The 1990 CAAA established a technology-based approach for reducing air toxics, such that designated HAPs are regulated under a two-phase strategy. The first phase involves requiring facilities to install Maximum Achievable Control Technology (MACT). MACT includes measures, methods and techniques, such as material substitutions, work practices, and operational improvements, aimed at reducing toxic air emissions. MACT standards already exist in draft or final form for over 50% of the 174 source categories (under the air toxics program, facilities having similar operating processes are grouped into categories) that are to be eventually regulated. Standards have been and will continue to be promulgated incrementally under the following schedule: 1994 (39 categories), 1997 (62 categories), and 2000 (67 categories). There is currently no MACT standard for transfer stations or material recovery facilities, but a MACT standard is applicable to the CDS.

In September 1999, the USEPA promulgated the Urban Air Toxics Strategy (UATS), which identifies pollutants and sources that have been determined to be issues in urban areas and is the second phase of the agency's two-phase process for regulation of air toxics. Landfills are included on the regulated source list for the UATS due to emissions of vinyl chloride, benzene, and other TACs. Actual regulations under the UATS are not due until sometime after 2014. CDS will likely not be subject to the UATS regulations when they are promulgated since the regulation is defined to affect minor sources not captured by the NESHAPs/MACT.

Under the federal 1990 CAAA, major stationary sources are required to obtain Title V operating permits. Title V is a federally-enforceable state operating permit program set forth under 40 Code of Federal Regulation (CFR) Part 70. Major sources of CAPs or HAPs are required to apply for and obtain Title V operating permits. The Title V programs are developed at the state or local level, as outlined in 40 CFR Part 70. The Site has been issued a Title V permit by the BAAQMD, which includes the CTPF.

Beginning with the 2010 reporting year, some facilities are required to report its GHG emissions to the USEPA under the federal Mandatory Reporting Rule (MRR). The MRR does not prohibit or limit GHG or other emissions. The Site reports its annual GHG emissions under the MRR.

State

The California Air Resources Board (CARB), California's state air quality management agency, regulates mobile emissions sources and oversees the activities of local Air Pollution Control Districts (APCDs) and regional Air Quality Management Districts (AQMDs). The CARB regulates local air quality indirectly through the SAAQS and vehicle emission standards, by conducting research activities, and through its planning and coordinating activities. Other CARB duties include monitoring air quality in the state. The CARB has established and maintains, in conjunction with local APCDs and AQMDs, a network of sampling stations that monitor what the pollutants levels are actually present in the ambient air.

California has adopted ambient standards that are more stringent than the federal standards for the CAPs and are shown in *Table 2-1*. Under the California Clean Air Act (CCAA), patterned after the federal CAA, areas have been designated as attainment or non-attainment with respect to SAAQS.

California state law defines TACs as air pollutants having carcinogenic or highly toxic non-carcinogenic effects. The State Air Toxics Program was established in 1983 under AB 1807 (Tanner). Over 200 substances have been designated TACs under California law; they include the 188 (federal) HAPs adopted in accordance with AB 2728 and additional chemicals regulated by the state.

The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) seeks to identify and evaluate risk from air toxics sources; however, AB 2588 does not directly regulate or limit air toxics emissions. TAC emissions from individual facilities are quantified and prioritized. Under AB 2588, "high-priority" facilities are required to perform a health risk assessment (HRA) and, if specific thresholds are violated, are required to communicate the results to the public in the form of notices and public meetings. Depending on the risk levels, emitting facilities are required to implement varying levels of risk reduction measures. The BAAQMD implements AB 2588 and is responsible for prioritizing facilities that emit air toxics in the SFBAAB through its permitting program. CTPF has not been categorized by BAAQMD as a "high-priority" facility and is unlikely to emit TACs in quantity sufficient to significantly impact off-site receptors.

In 2006, California passed Assembly Bill 32 (AB32), which requires the CARB to conduct GHG inventories. Under AB32, CARB has implemented early action measures to reduce statewide GHG emissions and has created a cap and trade regulation for GHG emissions. The CDS is subject to the AB32 Landfill Methane Rule (LMR) and reports annually on compliance. The on-site landfill gas (LFG) to energy facility reports GHG under the AB32 mandatory reporting program.

Regional

The BAAQMD was formed in 1955 to oversee air quality matters in the SFBAAB. The main office of the BAAQMD is located in the City of San Francisco. The BAAQMD is responsible for controlling stationary sources of pollution, as well as implementing transportation control measures to reduce mobile source emissions.

The BAAQMD is responsible for implementing and enforcing the NSPS, EG, MACT, and Title V programs for landfills. In the future, they will likely be required to implement the UATS regulations. The BAAQMD also issues permits to operate (PTO), for facilities, including the Site, which meet the permitting criteria specified in Regulation 2, Rule 1 (Rule 2-1). BAAQMD PTOs must be renewed annually.

BAAQMD Rule 2-1 specifies authority to construct (ATC) and permitting requirements for new or modified sources. Republic believes that the Project activities are included in the existing

permit from the BAAQMD, but will obtain a BAAQMD ATC if deemed necessary by the BAAQMD.

BAAMQMD Rule 2-2 describes new source review (NSR) requirements. The Rule applies to all new and modified emission sources subject to applicable Rule 2-1 permitting requirements. The purpose of the Rule is to provide for the review of new and modified sources and provide mechanisms, including the use of Best Available Control Technology (BACT), BACT for toxics (TBACT), and emission offsets, by which ATCs for such new and modified sources may be granted. This Rule implements the “no net increase” requirements of Section 40919 (a)(2) of the California Health and Safety Code.

BAAQMD Rule 2-5 describes requirements pertaining to NSR of TACs. The purpose of the rule is to provide for the review of new and modified sources of TAC emissions in order to evaluate potential public exposure and health risk, to mitigate potentially significant health risks resulting from this exposure, and to provide net health risk benefits by improving the level of control when existing sources are modified or replaced.

In addition, the BAAQMD has adopted numerous other rules that affect landfills (primarily Rule 8-34) which describe regulations associated with emissions of non-methane organic compounds (NMOCs) and methane at solid waste disposal sites). Rule 8-34 implements the NSPS and EG requirements for MSW landfills (40 CFR 60, Subparts WWW and CC). Rule 8-34 applies to the CDS portion of the Site does not apply to the CTPF.

Each of these regulations, applicable, will be incorporated into the BAAQMD ATC/PTO and Title V permit revision for the project, if required.

CRITERIA AIR POLLUTANTS

The air quality of the SFBAAB is determined by routinely monitoring changes in the quantities of criteria pollutants in the ambient environment. Air quality in the area is a function of the criteria pollutants emitted locally, the existing regional ambient air quality, and the meteorological and topographic factors, which influence the intrusion of pollutants into the area from sources outside the immediate vicinity.

The CARB and BAAQMD maintain ambient air quality monitoring stations at numerous locations throughout the basin. The stations provide information on average concentrations of criteria air pollutants. These data are measured against the air quality standards the USEPA and CARB have established in an effort to protect human health and welfare. These standards are listed in *Table 2-1* at the end of this section. Geographic areas are designated “attainment” if these standards are met and nonattainment if they are not met. Attainment classifications for the SFBAAB for both state and federal CAP standards are summarized in *Table 2-2*:

Table 2-2. San Francisco Bay Area Air Basin CAP Attainment Status

Pollutant	Federal Standard Classification	State Standard Classification
Carbon Monoxide	Unclassified/Attainment	Attainment
Ozone	Nonattainment	Nonattainment
PM ₁₀	Unclassified	Nonattainment
PM _{2.5}	Nonattainment	Nonattainment
Nitrogen Dioxide	Unclassified/Attainment	Attainment
Sulfur Dioxide	Attainment	Attainment

Air Pollutant Properties, Effects, and Sources

The following section describes the pollutants of greatest importance in the SFBAAB, including a description of the physical properties, the health and other effects of the pollutant, and its sources. In general, air quality in the SFBAAB is most affected by elevated ozone and PM_{2.5}, levels within the basin, which have caused the air basin to be designated as non-attainment for the federal and state standards. Therefore, sources of ground level ozone, such as volatile organic compounds (VOCs) and NO₂ emissions, and sources of PM_{2.5} (e.g., fugitive dust, combustion sources, etc.) are of greatest concern for the BAAQMD. CO levels within the basin are also of concern but to a lesser extent. The BAAQMD is considered to be in attainment for CO but localized CO hotspots may still occur. SO_x, is not considered to be a pollutant of concern for this Project, and is not currently an air quality issue within the BAAQMD. Ambient levels of SO_x are well below federal or state standards.

Ozone (O₃)

O₃ is not emitted directly into the atmosphere, but is a secondary air pollutant produced in the atmosphere. Through a complex series of photochemical reactions, in the presence of strong sunlight and ozone precursors (NO_x and VOCs), O₃ is created. Motor vehicles are a major source of O₃ precursors. O₃ causes eye and respiratory irritation, reduces resistance to lung infection, and may aggravate pulmonary conditions in persons with lung disease.

Carbon Monoxide (CO)

CO is an odorless, invisible gas usually formed as a result of incomplete combustion of organic substances and is primarily a winter pollution problem. Motor vehicle emissions are the dominant source of CO. CO concentrations are influenced by the spatial and temporal distributions of vehicular traffic, wind speed, and atmospheric mixing. High levels of CO can impair the transport of oxygen in the bloodstream, thereby aggravating cardiovascular disease and causing fatigue, headaches, and dizziness.

Respirable Particulate Matter (PM)

PM₁₀ and PM_{2.5} consist of particulate matter 10 microns and 2.5 microns, respectively, or less in diameter (one micron is one one-millionth of a meter), which can be inhaled. Relatively small

particles of certain substances (e.g., sulfates and nitrates) can cause lung damage directly, or can contain adsorbed gases (e.g., chlorine or ammonia) that may be injurious to health. Primary sources of PM emissions in the BAAQMD are entrained road dust, industrial operations, and fugitive windblown dust.

The amount of particulate matter, PM₁₀, and PM_{2.5} generated is dependent on the soil type and the soil moisture content. Vehicle traffic generates particulate matter and PM₁₀ emissions through entrainment of dust and dirt particles that settle onto roadways and parking lots.

Nitrogen Dioxide (NO₂)

Nitrogen dioxide is typically a combustion byproduct. Motor vehicles are the dominant source of NO₂ emissions, and NO₂ concentrations near roadways can be measurably higher than in the surrounding areas. NO₂ exposure contributes to respiratory symptoms, especially those with existing respiratory conditions such as asthma.

NO₂ also reacts with VOC emissions to form O₃.

Sulfur Oxides (SO_x)

SO_x is not considered to be a pollutant of concern for this project, and is not currently an air quality issue within the SFBAAB. Ambient levels of SO_x are below federal or state standards.

SITE EMISSIONS

Air Emissions

The primary source of emissions resulting from the Project is material handling. The other on-site source of emissions is fugitive dust from vehicle travel. Road dust is suspended by traveling vehicles and contributes to PM₁₀ and PM_{2.5} emissions from the facility.

The recycling and diversion from the Project result in a change in the indirect emissions from the waste management system. The power generation at the Site also results in avoided indirect emissions. While the indirect emissions do not occur at the facility, the emissions caused in the production of those utilities can be attributed to the Site.

Criteria Air Pollutants

The Project would also change material handling, resulting in a potential increase in the dust emissions from material handling.

GHG Emissions

The primary on-site source of GHG emissions is the combustion of fossil fuels in collection and self haul vehicles and mobile equipment. This AQIA will also evaluate the indirect impacts/benefits on GHG emissions from waste diversion and recycling along with the projected increase in electrical consumption from running the material recovery and processing equipment.

The GHG emissions from the CDS would be indirectly impacted by the increased waste diversion from the Project. The impact of the waste diversion was included in the GHG modeling.

SENSITIVE RECEPTORS

Some receptors are considered more sensitive than others to air pollutants. The reasons for greater sensitivity than average include pre-existing health problems, proximity to the emissions source, or duration of exposure to air pollutants. Land uses such as primary and secondary schools, hospitals, and convalescent homes are considered to be relatively sensitive to poor air quality because the very young, the old, and the infirm are more susceptible to respiratory infections and other air quality-related health problems than the general public.

Residential areas are considered sensitive to poor air quality because people in residential areas are often at home for extended periods. Recreational land uses are moderately sensitive to air pollution, because vigorous exercise associated with recreation places a high demand on the human respiratory function.

The nearest residence is located approximately 1,150 feet east of the CTPF and additional residences, including the Happy Acres subdivision, are located within a one mile radius of the Project. The potential for the Project to impact these residences is evaluated in this AQIA.

2 IMPACT EVALUATION

This focused AQIA will evaluate the impact of the CTPF and Project on the following issues:

- Potential odor impacts from the operation of the MRF
- Potential dust generation from the Project
- Potential health effects from hazardous materials
- Potential GHG emissions

To determine air emissions impacts resulting from the current conditions (Baseline) and the Project scenario, the existing facility documents were reviewed, including the existing CEQA documents from the 1998 EIR through an Addendum prepared in April 2013 (April 2013 Addendum), the Site Joint Technical Document (JTD), and the Site Odor Control Best Management Practices Program (OCBMPP). This section provides a discussion of the methodology used to quantify emissions, the existing management practices, and the potential for significant impacts.

C&D/DRY WASTE ODOR

The April 2013 Addendum determined that odor impacts from the Project would be less than significant. The April 2013 Addendum based this conclusion on the fact that the Site would have to comply with BAAQMD Regulation 1-301, which prohibits Public Nuisance, and Regulation 7, which establishes limitations on odorous substances on certain odorous compounds, as well as the fact that the waste stream impacted by the Project is primarily non-putrescible. Self-haul materials containing putrescible waste are not deemed appropriate for the material recovery process (April 2013 Addendum).

BAAQMD CEQA guidance defines significant odor impacts as 5 confirmed complaints per year averaged over three years. BAAQMD CEQA guidance suggests that a project siting a new source of odor or citing a new receptor within the screening distance for that odor source should consider the screening level distances and complaint history of the odor sources. The screening distance for a transfer station such as the CTPF is one mile, and there are residences within that distance. However, the Project should not be considered to be a new odor source because it does not result in a change in the materials processed, an increase in the processing time, or other changes likely to increase odor. The waste streams impacted by the Project are non-putrescible. As noted in the BAAQMD CEQA guidance, "odors generated from landfills and composting facilities are typically associated with methane production from the anaerobic decomposition of waste.... Landfill projects should also implement best management practices to avoid and minimize the creation of anaerobic conditions." Non-putrescible waste does not decay as MSW does to generate methane and odor-causing chemicals in the LFG. As a result, non-putrescible waste does not generate the characteristic odor of landfills.

The CTPF SWFP includes conditions that serve to reduce odor impacts, including complaint logging, restrictions on length of time waste can be stored, and restrictions on the maximum pile size. These conditions will limit the potential for anaerobic decomposition of putrescible waste and therefore the potential for odor impacts. The SWFP conditions related to potential odor issues include:

- SWFP Condition 16C – The CTPF must maintain copies of all written complaints regarding the facility and the operator's actions taken to resolve these complaints.
- SWFP Condition 17H – No more than 150 tons per day (600 cubic yards) of MSW may remain on the transfer station floor at the end of each operating day.
- SWFP Condition 17I – The transfer/processing facility shall be cleaned at the end of each operating day. All solid waste received at the transfer/processing facility shall be removed from the facility within 24 hours of receipt, excluding holidays and Sundays or as approved by the LEA. In no instance shall waste remain on the transfer/processing floor for more than 48 hours without prior LEA approval.

These waste handling practices are industry standard Best Management Practices (BMPs) and are known to be effective in preventing waste-related odors.

If the Project is considered a new source of odor, BAAQMD CEQA guidance recommends completing a three-step evaluation for the potential of an odor impact. As a conservative measure, the Project will be evaluated using the three steps.

Disclosure of Odor Parameters – Step One

The first step in assessing potential odor impacts is the disclosure of characteristics of the site, surroundings, odor source, wind direction, and other factors that may impact odor.

The non-putrescible waste streams impacted by the Project are not expected to be a source of significant odor. The overall waste stream at the Site includes MSW, which is landfilled on-site and does generate odor characteristic of landfills. The Site also includes composting operations, which can also generate odors if compost piles are poorly managed. These waste streams are the streams typically associated with the characteristic odor of landfills and composting, but those waste types are not proposed for processing as part of the Project.

Based on odor complaints not confirmed by the BAAQMD or Site, April and May are the periods when people are most likely to complain about odor from the site. This period is consistent with the date of the confirmed odor complaint.

As previously noted, the CTPF is located approximately 1,150 feet from the nearest residence. This residence is located to the east of the CTPF, separated by an intervening ridgeline.

Local winds are predominantly southerly from spring through fall and are variable during the winter.

The Project is located approximately 1,150 feet from the nearest residence. The screening distance for landfills and transfer stations in the BAAQMD 2011 CEQA Guidance is one mile, so the receptors are within the screening distance. This conclusion indicates that consideration should be given to the potential for odor impacts from the Project. It does not mean that odor impacts are significant. The lead agency should consider other parameters listed in Steps 1 and 3 to comprehensively evaluate the potential for odor impacts.

Odor Complaint History – Step Two

The second step of the BAAQMD odor evaluation process is reviewing the complaint history. The BAAQMD 2011 CEQA guidance indicates that an average of five confirmed odor complaints to BAAQMD per year over the previous three years is significant, although the 2012 CEQA guidance removed that threshold. The Site as a whole (including both the CDS and the CTPF) has received one confirmed odor complaint since October 2011. That odor complaint was characterized as “compost,” suggesting it is not associated with the processing of non-putrescible waste at all and that no odor complaints are associated with the handling of C&D, or other dry waste material streams.

Significance Determination – Step Three

The final step of the BAAQMD odor evaluation process in its CEQA guidance is the determination of significance. The Site as a whole has had one confirmed odor complaint made to the BAAQMD in the previous three years. That complaint was described as “compost,” strongly suggesting that it is from the composting operation at CDS and is not related to the CTPF.

The Project would not have a significant odor impact. The Project does not increase or alter the handling of putrescible waste streams, the waste streams responsible for the odors characteristic of landfills, transfer facilities, and composting. The Project does not propose to increase or alter the handling of waste streams typically associated with odor, and the modified handling of the streams impacted by the Project is unlikely to result in increased odor generation. The CTPF has not received any BAAQMD confirmed odor complaints for the past three years.

Finally, the Site’s BMPs and SWFP conditions establish a system for tracking and mitigating complaints, including odor complaints, and require waste handling practices to mitigate the potential for the CTPF to generate significant odor.

DUST FROM MATERIAL HANDLING

The Project will result in a change in the way C&D and other dry waste material is processed. This processing has the potential to generate dust. The generated dust could potentially have health impacts on neighboring residents and employees of the facility. This AQIA will discuss the potential for identifying worker safety measures, including personal protective equipment (PPE), and respiratory protection, and how worker safety is addressed as part of the Project CEQA process. This issue of worker safety includes an acknowledgement that the Project will be required to comply with Occupational Safety and Health Administration (OSHA) and Cal-OSHA standards, including provision of PPE or similar respiratory protection for employees of the CTPF, as required.

Project emissions of regulated pollutants will consist of emissions of particulate matter associated with the handling and processing of the dry waste as well as particulate matter emissions from road dust associated the additional haul vehicle and employee trips. Water spray will be applied to the CPTF sorting operations as needed to control dust emissions. Smaller sized

material suitable for use as Alternative Daily Cover (ADC) screened from the processing equipment (referred to as fines) will be transported to the working face of the CDS in covered containers and managed according to California Code of Regulation (CCR) Title 27 regulations and LEA requirements for this material, including dust control as needed. Calculations of maximum potential PM₁₀ and PM_{2.5} emissions from the Project are presented in *Table 3-1*, (in the Appendices).

The material handling emission factors from the USEPA's *Compilation of Air Pollutant Emission Factors* (AP-42) document were used to determine the PM₁₀ and PM_{2.5} emissions from waste handling and from additional haul vehicles. The AP-42 emission factors are for processing of soil aggregate from outdoor storage piles. The actual material processed would be significantly bulkier and thus likely to have much lower emissions; however, as a conservative measure, the AP-42 aggregate handling emission factors are used to quantify the particulate matter emissions in this AQIA.

The equipment is estimated to process approximately 240 tons of waste per day. This estimate is an early projection, and the actual quantity will depend on the wastes received by the facility. The CTPF has an existing overhead water misting system to control dust. The Project includes installation of additional water misting sprays to reduce dust emissions, both overhead and at localized spots on the processing equipment. AP-42 indicates that continuous application of water can reduce emissions by up to 90 percent. The Project does not include continuous application of water at all locations, so, based on experience with similar facilities and the permitting of those facilities, a conservative 50 percent control factor was applied.

As seen in *Table 3-1*, with control efficiency at 50 percent from water spray, dust emissions are well below any BAAQMD CEQA threshold of significance. The Project results in 0.034 tons per year (tpy) (68 pounds per year) of PM₁₀ and 0.005 tpy (10.3 pounds per year) of PM_{2.5}. The BAAQMD CEQA threshold of significance for PM₁₀ is 15 tpy and the threshold of PM_{2.5} is 10 tpy. The emission calculation equations were developed for easily suspended material, including rock and soil. The use of these emission factors for the bulkier material types handled at the CTPF is very conservative and is appropriate for use for material handled by the CTPF, including the handling by the auger shredder that will be used at the CTPF, as well as other material processing/handling equipment. Therefore, there is no significant impact from dust as particulate matter. Dust impacts would also be less than significant on a cumulative basis.

The operation of the material recovery and processing equipment has the potential to create some dust that could have the potential to be harmful to human health. This category of dust could potentially include dust from processing asbestos containing materials. The impact from the potential dust will be also mitigated to less than significant. The mitigation measures for dust that may be considered potentially harmful to human health include the load checking program and the misting system to be installed as part of the Project. The Site has an existing Load Checking Program to screen out prohibited wastes, including flammable, corrosive, reactive, toxic, and infectious materials. Prohibited waste also includes hazardous waste as defined in the CCR, which includes toxic substances such as lead and asbestos. Wastes containing these properties are not permitted at the CDS or the CTPF, and the Project does not allow the acceptance of prohibited wastes. When prohibited wastes are encountered at the Site, personnel

follow established procedures to remove the hazardous wastes. Prohibited wastes are stored at the Household Toxics Facility and removed from the Site every 90 days.

The Load Checking Program details employee training on how loads are checked for prohibited waste, and waste handling procedures. All operations personnel (i.e. scale house attendant, spotters, equipment operators, etc.) are given a minimum of eight hours of annual training on the recognition of hazardous waste. Waste is screened at the site entrance, then when a vehicle dumps the load at the load checking area. Equipment operators operate as an additional chance to identify prohibited wastes. Asbestos is specifically noted in the Load Checking Program several times as a prohibited waste.

California and USEPA regulations such as, the Resource Conservation and Recovery Act (RCRA) and Title 8 CCR Division 1 Chapter 4, which require the containment and proper disposal of waste from renovation projects unless the waste has been demonstrated to be free of lead or asbestos, further reduce the risk of large amounts of lead waste entering the waste stream. It is believed that most asbestos containing material is and will continue to be removed from the waste stream and that the Project will not increase asbestos emissions from the CTPF.

Though it is believed that load screening and regulations on the disposal of large quantities of lead containing waste will limit the potential for significant amounts of lead-based paint entering the CTPF, as a conservative approach, the potential impact from lead containing dust was analyzed based on the dust emission rates in *Table 3-1*. It was assumed that one percent of the dust was lead. This is a very conservative assumption, as the paint itself likely accounts for less than one percent of the weight of the processed material. Using the USEPA's screening level dispersion model, SCREEN3, the movement of the dust was modeled at 1,000 feet from the building as a large volume source. The resulting concentration 1,000 feet from the CTPF, $0.0051 \mu\text{g}/\text{m}^3$, is well under the NAAQS for lead, $0.15 \mu\text{g}/\text{m}^3$. The Screen 3 output is included as Appendix B.

The BAAQMD recently permitted a similar C&D waste processing facility at the Redwood Landfill. That facility was permitted using the same methodology and AP-42-derived emission factors used in this AQIA. The waste streams at the Redwood Material Recovery Facility (MRF) and those processed at the CTPF as a result of the Project will be similar non-putrescible C&D waste streams. The BAAQMD required calculation of the dust emissions, but did not require any calculation of off-site impacts from TACs in that dust. The BAAQMD has the authority to regulate TAC sources and require that they demonstrate that the emissions do not pose significant risk to off-site receptors. Similarly, the BAAQMD regulates odor sources, and they did not require an odor analysis from the Redwood MRF. In its permitting actions for the Redwood MRF, the BAAQMD indicated that it does not see C&D material processing and recovery as a source that would result in off-site impacts from TACs or odors. This permitting supports the conclusions of this AQIA that the proposed project will not create significant impacts due to toxic or odorous emissions.

This screening level evaluation includes several conservative simplifications and assumptions, including the use of emission factors for soil handling operations, the use of a screening level

dispersion model, and the assumption that one percent of the dust is lead demonstrate that a comprehensive health risk assessment (HRA) for lead is not warranted.

Health and safety risks to Site workers are regulated by the OSHA and the California OSHA (Cal-OSHA). OSHA and Cal-OSHA have enforceable regulations limiting worker exposure to toxic substances, including lead and asbestos. Cal-OSHA has an established permissible exposure limit (PEL) for lead of $50 \mu\text{g}/\text{m}^3$ averaged over eight (8) hours. This limit is enforceable by Cal-OSHA and constitutes an enforceable condition for the purposes of CEQA.

OSHA has established an action level of $30 \mu\text{g}/\text{m}^3$ for lead. If a worker would be exposed to lead concentrations above the action level, averaged over eight hours, lead exposure monitoring is required. If lead concentrations exceed the PEL, the CTPF is required to make respirators available to employees at no cost to the employee.

OSHA requires that employers establish "regulated areas" if asbestos exceeds concentrations of 0.1 fiber per cubic centimeter averaged over eight hours or 1 fiber per cubic centimeter averaged over 30 minutes. If asbestos concentrations reach those trigger levels, employers must establish regulated areas, demarcate those areas, and provide respirators to employees for use in the regulated areas.

The facility is required by OSHA and Cal-OSHA to maintain safe working conditions. To create a safe working environment, the Site maintains a Health and Safety Program and requires personnel training. The CTPF evaluates the use of PPE and other safety issues as part of the existing Health and Safety Program. OSHA and Cal-OSHA have established safe workplace environment standards and have enforceable workplace regulations to require a safe workplace environment. Republic Services, Inc. requires all their facilities to comply with OSHA regulations including the provision of PPE respiratory protection if protection is required to meet OSHA and Cal-OSHA regulations. Republic will provide its workers with all PPE required by OSHA and Cal-OSHA, and/or implement any other required control measures to reduce the risks of respiration of particulates to meet OSHA and Cal-OSHA requirements.

HAZARDOUS MATERIALS

The Site will continue to operate its load screening program with the implementation of the Project. The load screening program is designed to detect and deter attempts to dispose of prohibited wastes, including hazardous materials. Waste is screened for prohibited wastes, including hazardous materials at a minimum of three locations. The load screening program serves to mitigate the potential for impacts from hazardous wastes.

The potential for soil and water impacts is further mitigated by the fact that the material processing would take place inside the CTPF building on paved areas. In addition, the CTPF building has a separate liquid collection and storage system. All liquid collected inside the building is treated as leachate.

It is important to note that the Project does not result in new waste streams arriving at the Site. The Project changes the way those streams are processed at the site by reducing the amount of

waste landfilled at the CDS by routing it through the recovery process at CTPF. As such, there is no change in the hazardous wastes handled at the Site, and there are no significant impacts from the Project related to hazardous waste handling.

GREENHOUSE GAS EMISSIONS

The increased truck and employee trips from the Project, identified previously, will lead to increased direct GHG emissions as a result of the Project. To quantify the upper bound of the GHG emissions, Project GHG emissions were calculated using emission factors and assumptions developed by The Climate Registry (TCR), a voluntary GHG reporting registry. Calculated GHG emissions include carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Emissions of CH₄ and N₂O have been adjusted to show GHG emissions in metric tons of CO₂ equivalent (MTCO₂e) based on the global warming potential (GWP) of each gas.

Republic estimates that the Project will result in, at most, an additional ten (10) haul vehicle trips per day and ten (10) worker trips per day. It is conservatively assumed that all ten haul trips are to the Port of Oakland, 52 miles away. The average commute distance is estimated to be 10.8 miles per trip, based on the commute distance from the California Emissions Estimator Model (CalEEMod). These trips result in 270,400 haul vehicle miles traveled (VMT) per year and 67,392 commuter vehicle miles per year. Trip details and calculations are shown in *Table 3-2*.

Table 3-2. Trip Details

Trip Type	Trips per day	Distance per Trip (one-way)	Projected Trips per Year	Vehicle Miles Traveled
		miles		miles/year
Haul	10	52	2,600	270,400
Commute	10	10.8	3,120	67,392

Emissions of each GHG were calculated using the emission factors from the TCR General Reporting Protocol (GRP). Per the GRP, it was assumed that heavy duty diesel (haul) vehicles had a fuel efficiency of 5.8 miles per gallon and worker vehicles had a fuel efficiency of 8 mpg when calculating emissions of CO₂. Emission factors and the GWP of each GHG are shown in *Table 3-3*. GHG emissions for trips and other sources are shown in *Table 3-4*.

Table 3-3. GHG Details

Gas	CO ₂	CH ₄	N ₂ O
Diesel Emission Factors	10.15 kg/gallon	0.0051 g/mi	0.0048 g/mi
Gasoline Emission Factors	8.81 kg/gallon	0.0647 g/mi	0.0704 g/mi
GWP	1	21	310

The Project will also result in emissions from electricity use. The electricity use will not directly generate emissions, but it will require that additional electricity be provided to the grid, requiring emissions where the power is generated. The equipment is estimated to require 1,054 megawatt-hours (MWh) per year. The most recent (2009) emission factor from the USEPA Emissions and Generation Resource Integrated Database (eGRID) for the California power grid is 661.10 pounds of CO₂ equivalent per MWh. Therefore, the equipment installed as a result of the Project would result in the indirect emission of 316.01 MTCO_{2e}. GHG emissions for electricity use and other sources are shown in *Table 3-4*.

Table 3-4. GHG Emissions

Source	CO ₂	CH ₄	N ₂ O	Total
	MTCO _{2e}	MTCO _{2e}	MTCO _{2e}	MTCO _{2e}
Haul Trips	473.200	0.005	0.069	473.274
Worker Trips	74.215	0.011	0.184	74.411
Electricity use	NA	NA	NA	316.01
Total	NA	NA	NA	863.70

NA=not applicable, emissions calculated as CO₂ equivalent

In June 2010, the BAAQMD adopted a GHG threshold of significance for stationary source projects of 10,000 MTCO_{2e} per year and a threshold of significance of 1,100 MTCO_{2e} per year or 4.6 MTCO_{2e} per service population per year, or compliance with a qualified GHG reduction strategy for non-stationary sources. In March 2012, these thresholds were determined by the Alameda County Superior Court to be subject to CEQA review, and the BAAQMD was required to conduct a review of the environmental impacts from the adoption of these thresholds. In light of this order, the SCS has reviewed the potential thresholds of significance for this project and determined that the most appropriate threshold of significance for this project is 10,000 MTCO_{2e} per year. A 10,000 MTCO_{2e} CEQA threshold of significance for stationary sources is used by other air districts in California, such as the South Coast Air Quality Management District (SCAQMD). SCS also reviewed the evidence to support the non-stationary source threshold of 1,100 MTCO_{2e} per year and determined that it was appropriate for non-stationary source projects. The evidence to support both thresholds is outlined in the BAAQMD document *Proposed Thresholds of Significance*, dated May 3, 2010.

After reconsidering the data underlying the thresholds, the SCS is confident that the threshold of 10,000 MTCO_{2e} is scientifically sound and believes the threshold is appropriate to this project. However, as a conservative approach, GHG emissions will also be compared to the 1,100 MTCO_{2e} threshold as well.

The Project emissions are well under the 10,000 MTCO_{2e} threshold and are not significant. The GHG emissions are also under the 1,100 MTCO_{2e} threshold for non-stationary sources as well and is not significant even when compared to the more conservative threshold. This conclusion does not consider the substantial GHG benefit from the increased waste diversion resulting from the Project.

To analyze the GHG benefit of the increase diversion, the change in the waste management from the Baseline and the Project scenarios was compared using the USEPA's Waste Reduction

Model (WARM) developed by the USEPA to evaluate the GHG impacts of waste management fates. Republic estimates that Project could result in 25,000 to 31,500 tons of waste diverted from landfilling each year. As a conservative approach, the lower of these values was used. The specific composition of the waste diverted by the Project has not been determined, so it was modeled in WARM as mixed recyclables.

The EPA WARM Model indicates that by comparing the baseline waste management practice of landfilling the 25,000 tpy versus recycling this same volume would result in a net GHG benefit of 55,481 MTCO₂e from avoided indirect emissions. This GHG benefit is equivalent to removing 10,879 passenger vehicles from the road.

3 CONCLUSIONS

The basic purpose of the Project is to increase diversion of materials from the landfilled portion of the waste stream. The Project consists of three elements. The first proposed element of the Project is to continue the use of CTPF with all its current entitlements. This element of the Project does not constitute a change from the baseline condition. The second element is to authorize physical and operational modifications which are needed for material recovery and processing. This element does represent a change from the baseline condition. The third element of the Project is to identify Republic as the operator of the CTPF, and it does not represent a change from the baseline CTPF operations. Of these elements, only the second represents a change in Site conditions, and that element does not change the waste streams, types, or quantities accepted at the Site.

This report has analyzed the following issues related to air quality and waste handling:

- Potential odor impacts from the operation of the MRF
- Potential dust generation from the Project
- Potential health effects from hazardous materials
- Potential GHG emissions

This AQIA assessed the potential for significant impacts from each of these issues.

C&D/DRY WASTE ODOR

The waste streams processed by the Site will not be changing as a result of the Project, so new odor sources are not expected as a result from the Project and odor impacts would be less than significant. However, as a conservative approach, this AQIA went through the three step process described in the BAAQMD CEQA guidance to determine odor significance. Following these steps, it was determined that odor impacts from the Project were not significant.

To further mitigate the potential for odor impacts, the Site has SWFP permit conditions and BMP to require that odor causing conditions be minimized.

Odor impacts from the Project are not significant per BAAQMD CEQA guidance.

DUST FROM MATERIAL HANDLING

To assess the potential for off-site dust impacts from lead or asbestos-containing material handling, this AQIA reviewed the Site load screening program and list of prohibited wastes. Waste is screened for asbestos containing materials at a minimum of three stages on the Site, plus any additional screening that may occur off Site. Since lead containing paint is not explicitly screened by the load screening program, this AQIA quantified the dust generation from material handling using a very conservative set of emission factors then modeled the transport of that dust to an offsite receptor 1,000 feet away and determined that lead concentrations from the Site were well below the NAAQS for lead.

The potential impacts of the materials handled at the CTPF are regulated by OSHA and Cal-OSHA, which have enforceable limits on worker exposure to toxic substances, including both lead and asbestos. Republic Services, Inc. requires all their facilities to comply with OSHA regulations including the provision of PPE respiratory protection if necessary. Republic will provide its workers with all PPE required by OSHA and Cal-OSHA, and/or implement any other required control measures to reduce the risks of respiration of particulates.

This AQIA quantified total dust emissions from the material handling process and compared those emissions to BAAQMD thresholds of significance for PM_{10} and $PM_{2.5}$. The total particulate matter emissions are well below the threshold of significance. PM_{10} and $PM_{2.5}$ emissions are not significant either individually or cumulatively.

Toxic dust impacts from the Project are not Significant and are further mitigated by the load screening program.

HAZARDOUS MATERIAL HANDLING

The potential for impacts from the handling of hazardous materials does not increase as a result of the Project. The Project does not result in new waste streams that would contain more or different types of hazardous materials.

Potential impact from hazardous materials in the current waste streams is mitigated by the Site's load screening program and the fact that the material handling that results from the Project would occur inside the CTPF building on paved areas.

GREENHOUSE GAS EMISSIONS

The Project would result in an increase in direct GHG emissions from increased truck trips transporting diverted materials to off-Site markets and worker commutes to the CTPF, and indirectly from the use of electricity. These GHG emissions were quantified and are less than the 10,000 $MTCO_2e$ threshold of significance proposed by the BAAQMD or the much more conservative 1,100 $MTCO_2e$ for non-stationary source Projects. Furthermore, the direct and indirect emissions from the Project are dwarfed by the indirect GHG benefit from increased waste diversion, which result in significant GHG reductions from the Project overall.

GHG emissions from the Project are not significant either individually or cumulatively.

4 REFERENCES

- BAAQMD, 2011. *California Environmental Quality Act Air Quality Guidelines*, May 2011.
- BAAQMD, 2012. *California Environmental Quality Act Air Quality Guidelines*, May 2012.
- TCR, 2008. *General Reporting Protocol Version 1.1*, May 2008.
- Sonoma County, 2006. *Load Checking Program*. March 2006.
- Sonoma County, 2013. *Odor Control Best Management Practices Program*. August 2013.
- Sonoma County, 2013. *Revised Addendum to the Sonoma Central Disposal Site Improvement Program Final Environmental Impact Report for the Master Operations Agreement*. April 2013.
- URS, 1998. *Central Disposal Site Improvement Program Final Environmental Impact Report*. December 1998.

TABLES

TABLE 2-1. STATE AND NATIONAL AMBIENT AIR QUALITY STANDARDS

Pollutant	Averaging Time	California Standards ¹		National Standards ²	
		Concentration	Attainment Status	Concentration ³	Attainment Status
Ozone	8 Hour	0.070 ppm (137 µg/m ³)	N	0.075 ppm 147 µg/m ³	N
		0.09 ppm (180 µg/m ³)		N	
Carbon Monoxide	8 Hour	9.0 ppm (10 mg/m ³)	A	9 ppm (10 mg/m ³)	U
		20 ppm (23 mg/m ³)		A	
Nitrogen Dioxide	1 Hour	0.18 ppm (338 µg/m ³)	A	0.1 ppm (189 µg/m ³)	U
		0.030 ppm (56 µg/m ³)		A	
Sulfur Dioxide	24 Hour	0.04 ppm (105 µg/m ³)	A	0.14 ppm (365 µg/m ³)	A
		0.25 ppm (655 µg/m ³)		A	
Particulate Matter (PM10)	Annual Arithmetic Mean			0.030 ppm (80 µg/m ³)	A
		20 µg/m ³	N		
Particulate Matter - Fine (PM2.5)	24 Hour	50 µg/m ³	N	150 µg/m ³	U
		12 µg/m ³		N	
Sulfates	24 Hour	25 µg/m ³	A		
Lead	Calendar Quarter			1.5 (µg/m ³)	A
	30 Day Average	1.5 µg/m ³	A		
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m ³)	A		
		0.010 ppm (26 µg/m ³)		A	
Visibility Reducing particles	8 Hour(1000 to1800 PST)	See Footnote 5	A		

A=Attainment N=Nonattainment U=Unclassified S=Serious Sv=Severe

mg/m³=milligrams per cubic meter

ppm=parts per million

µg/m³=micrograms per cubic meter

TABLE 2-1. STATE AND NATIONAL AMBIENT AIR QUALITY STANDARDS

1. California standards for ozone, carbon monoxide (except Lake Tahoe), sulfur dioxide (1-hour and 24-hour), nitrogen dioxide, suspended particulate matter - PM₁₀, and visibility reducing particles are values that are not to be exceeded. The standards for sulfates, Lake Tahoe carbon monoxide, lead, hydrogen sulfide, and vinyl chloride are not to be equaled or exceeded. If the standard is for a 1-hour, 8-hour or 24-hour average (i.e., all standards except for lead and the PM₁₀ annual standard), then some measurements may be excluded. In particular, measurements are excluded that ARB determines would occur less than once per year on the average. The Lake Tahoe CO standard is 6.0 ppm, a level one-half the national standard and two-thirds the state standard.
2. National standards other than for ozone, particulates and those based on annual averages are not to be exceeded more than once a year. The 1-hour ozone standard is attained if, during the most recent three-year period, the average number of days per year with maximum hourly concentrations above the standard is equal to or less than one. The 8-hour ozone standard is attained when the 3-year average of the 4th highest daily concentrations is 0.08 ppm or less. The 24-hour PM₁₀ standard is attained when the 3-year average of the 99th percentile of monitored concentrations is less than 150 µg/m³. The 24-hour PM_{2.5} standard is attained when the 3-year average of 98th percentiles is less than 65 µg/m³. Except for the national particulate standards, annual standards are met if the annual average falls below the standard at every site. The national annual particulate standard for PM₁₀ is met if the 3-year average falls below the standard at every site. The annual PM_{2.5} standard is met if the 3-year average of annual averages spatially-averaged across officially designed clusters of sites falls below the standard.
3. National air quality standards are set at levels determined to be protective of public health with an adequate margin of safety.
4. The national 1-hour ozone standard was revoked by U.S. EPA on June 15, 2005.
5. Statewide VRP Standard (except Lake Tahoe Air Basin): Particles in sufficient amount to produce an extinction coefficient of 0.23 per kilometer when the relative humidity is less than 70 percent. This standard is intended to limit the frequency and severity of visibility impairment due to regional haze and is equivalent to a 10-mile nominal visual range.

TABLE 3-1. DUST EMISSIONS FROM C&D MATERIALS AT CTPF

Particle Size um	Material Processed ¹ tons/day	Per Storage/Handling Event				No. of Storage/Handling Events ³	Total Emissions		
		Emission Factor (E) ² (lb/ton)	Uncontrolled Emissions lb/day	Control Efficiency ²	Controlled Emissions lb/day		lb/day	lb/yr	tons/yr
10	240	0.00046	0.109	50%	0.055	4	0.219	68	0.034
2.5	240	0.00007	0.017	50%	0.008	4	0.033	10.34	0.005

$$E = k (0.0032) * [(U/5)^{1.3}] / [(M/2)^{1.4}] \text{ lb/ton}$$

Equation Inputs

Particle Size Multiplier (k)	0.35 PM10
Particle Size Multiplier (k)	0.053 PM2.5
Mean Wind Speed (U)	5 miles/hour
Material Moisture Content (M)	3.8 %

Operational Capacity

Material Throughput	240 tons per day
	6 days/week
	52 weeks/year

Notes:

- ¹ Proposed expeted throughput. (74,880 tons per year)
- ² Based on AP-42 Section 13.2.4 (Aggregate Handling and Storage Piles).
- ³ Events assumed are (drop-off into pile; load onto conveyors, sorting, and load-out).

APPENDICES

APPENDIX A

Resumes

JOHN J. HENKELMAN, EIT

Education

BS – Chemical Engineering, University of Nevada, 2002

Professional Licenses and Certifications

Engineer-in-Training (EIT)
Approved Lead Verifier under *California Air Resources Board (CARB)* for General Reporting, Transactions, and Oil and Gas
Approved Lead Verifier under *California Air Resources Board (CARB)* for Livestock, and Ozone Depleting Substances Offset Projects
Approved Lead Verifier under *The Climate Registry (TCR)* for Entity Reporting
Approved Lead Verifier under *California Climate Action Registry (CCAR)* for Entity Reporting
Approved Lead Verifier under *Climate Action Reserve (CAR)* for Entity and Utility Reporting, and Landfill and Livestock Project Protocol
OSHA 40-Hour Hazardous Waste Site Operations (HAZWOPER) Health and Safety Certification

Professional Affiliations

Air and Waste Management Association (AWMA)

Professional Experience

Mr. Henkelman has 9 years of experience as a chemist and engineer. He has performed emission calculations for greenhouse gas (GHG) inventories, permitting, risk assessment, odor analysis, and California Environmental Quality Act (CEQA) analysis. He provides field oversight for air monitoring, indoor air, soil-gas sampling, and stack testing. He has also performed air dispersion modeling for permitting, health risk assessment, odor analysis, and CEQA. He has performed emission inventories, air and vapor sampling, permitting, and health and environmental risk assessment. He has calculated GHG inventories for submittal to CCAR, TCR, CEQA, the Environmental Protection Agency (EPA), and the California Air Resources Board (CARB). He has also assisted in the verification of GHG emission inventory reports and project reports under CCAR, CAR, TCR, and CARB. He has also completed feasibility studies for two California landfills for conformance with the CAR Landfill Protocol and a composting facility under the CAR Organic Waste Composting Protocol. Project work includes:

Permitting

Air Quality Permitting for Landfills and Landfill Gas to Energy Facilities. Permitting has included Title V sites in the SCAQMD, BAAQMD, SJVAPCD, and other regional air districts. Preparation of applications has included determination of BACT, PSD, health risk assessment, and offset requirements. Clients have included Ameresco, Inc., G2 Energy, Recology, Waste Connections Inc., and Waste Management, Inc.

Permitting of industrial facilities. Permitting included developing appropriate emission factors, calculating emissions, and preparation of permit application materials. Permitted facilities have included several landfills, transfer stations, and a lumber factory.

Performed analysis for Best Attainable Control Technology (BACT) for composting operations. Analysis included evaluating the effectiveness and cost of several control technologies.

Greenhouse Gas (GHG)

On GHG verification projects, Mr. Henkelman has evaluated GHG emissions, conducted site visits, and assessed GHG emissions reporting programs. He checks and verifies the accuracy of calculations and prepares and submits verification opinions regarding GHG emissions. Recent projects include:

AB32 Mandatory Reporting. Completed State of California Mandatory GHG reporting under AB32 for the following general stationary combustion facilities:

- City of Sunnyvale Wastewater Treatment Plant
- Kiefer Landfill
- Marina Landfill
- G2 Energy at Ostrom Road

GHG Inventory Verification. Completed verification of project and inventory emissions for California Mandatory GHG reporting under AB32, voluntary registries, and GHG reduction projects, including:

CARB GHG Inventory, Staff Verifier

- | | |
|--|---|
| • Cal Portland Company | • Orange County Sanitation District |
| • California Paperboard Corporation | • Pacific Gas and Electric |
| • California Steel Industries | • Plumas-Sierra Rural Electric Cooperative* |
| • City of Roseville, CA* | • Port of Stockton, CA |
| • Collins Pine Company* | • River City Petroleum* |
| • Corn Products | • Riverside Wastewater Treatment Plant |
| • Georgia-Pacific | • Roseville Electric* |
| • Hilmar Cheese Company | • San Francisco Hetch Hetchy Water & Power |
| • Imperial Irrigation District | • Silicon Valley Power* |
| • JP Morgan Chase Bank* | • Southwest Gas |
| • Johns Manville | • Temple Inland |
| • Kinery Marketing, LLC* | • Truckee Donner Public Utility District* |
| • Loma Linda University | • University of California at Davis* |
| • Metropolitan Water District of Southern California | • University of California at Irvine |
| • Newark Pacific Paperboard | • University of California at San Diego |
| • New-Indy Ontario LLC | • University of California at San Francisco |
| • Northern California Power Authority* | • Western Area Power Authority |
| • Pacific Ethanol Stockton, LLC* | *Lead verifier |

TCR, Staff Verifier

- Hershey Chocolate and Confectionary Corp.
- San Benito County, CA
- City of Hollister, CA
- City of San Juan Bautista, CA
- University of California at Merced
- Anadarko Petroleum Company
- City of Davis, CA
- Levi Strauss & Company
- Sierra Nevada Conservancy*
- Clark Public Utilities
- Imperial Irrigation District
- University of California at Davis
- Collins Pine Company

*Lead Verifier

CCAR, Staff Verifier

- Johns Mansville
- El Paso Corporation
- State of California Dept. of Military
- Natomas Unified School District
- Southwest Gas Corporation
- Collins Pine Company
- Hershey Chocolate and Confectionary Company
- Morningstar Packing Company
- City of Chula Vista, CA
- San Benito County, CA
- University of California at Merced
- University of California at Berkeley
- State of California Dept. of Finance
- State of California Dept. of General Services
- California National Guard
- Pacific States Environmental Contractors

Developed Tools for National GHG Reporting. Developed a Microsoft Excel and Java based system to generate GHG reports for submission to the EPA's Electronic Greenhouse Gas Reporting Tool (eGGRT). Development included the creation of an Excel spreadsheet to aggregate and process all required data and the creation of a Java program to generate an XML file suitable for upload to eGGRT. Assisted in updates to the reporting tools and migration to a database to manage the reported data.

Performed Specialized GHG Inventory Calculations. Completion of multi-year specialized GHG inventory calculations for landfill emissions (carbon dioxide and methane) for Waste Management, Republic, and Waste Connections.

Performed GHG Emission Inventories for CEQA Analysis. Performed GHG emission calculations for CEQA analysis of seven landfill expansions. Analysis has been performed to SCAQMD, BAAQMD, SJVAPCD, or other local CEQA standards and other applicable standards.

GHG Reduction Plan for Landfill Expansion. Created a GHG reduction plan for two landfill expansions as required by CEQA mitigation measures.

Evaluated GHG Regulations for Landfills and Steel Industry. Evaluation included investigation of current and future legislation and regulations regarding greenhouse gasses.

Completed GHG Evaluations for Landfills and Landfill Gas to Energy Facilities. Evaluations have been used to support CEQA evaluations, Title V permitting requirements, PSD evaluation,

and non-permitting purposes. Clients include Waste Management, Sacramento County, and the City of Palo Alto.

Health Risk Assessment

Performed Johnson-Ettinger soil gas modeling to evaluate health risk from soil vapor. Performed health risk assessment for sites with soil-vapor contamination. Sites have included landfills, petroleum, solvent, and other sources of contamination. Risk assessments have included evaluation of mitigation measures, including passive venting, building ventilation, and barriers.

Assisted in health risk assessment for a former plastic bottle manufacturing facility near Mexico City. The assessment included developing a soil vapor sampling plan, collecting soil vapor samples, developing exposure scenarios for soils and soil vapor, developing toxicity criteria, and developing exposure parameters.

Assisted in a focused health risk assessment for a former aerospace research facility. The assessment included developing exposure scenarios for groundwater and indoor air, developing toxicity criteria, and developing exposure parameters.

Assisted in health risk assessment for an asbestos landfill. The assessment included developing emission rates of asbestos, modeling dispersion of asbestos emissions using the Industrial Source Complex Short Term 3 (ISCST3) model to determine downwind concentrations, developing exposure scenarios for outdoor air, developing toxicity criteria, and developing exposure parameters.

Assisted in health risk assessment for several former industrial sites in Southern California that were being developed for residential use. The assessment included developing exposure scenarios for soil vapor and modeling risk using the Johnson Ettinger model.

Assisted in the development of copper and cyanide cleanup levels for surface and air. Development included developing exposure scenarios, toxicity criteria, and exposure parameters. Chronic health hazard based cleanup levels for both contaminants were developed for both residential and commercial use of the facility.

Assisted in the development of health-based beryllium cleanup levels for surfaces. Development included defining exposure scenarios, toxicity criteria, and exposure parameters. Cleanup levels were based on increased cancer risk for commercial workers.

Assisted in the development of contaminant cleanup levels for soil gas. Development included defining exposure scenarios, toxicity criteria, and exposure parameters. Cleanup levels were based on both increased cancer risk and chronic health effects.

Performed analysis of a landfill expansions for California Environmental Quality Act (CEQA) compliance. Analyses included emissions calculations, dispersion modeling, and risk calculation. The analysis concluded that the proposed expansion did not exceed DTSC's risk significance threshold or applicable local standards.

Reviewed Health Risk Reports for Los Angeles Unified School District. Reviewed hazardous material accidental release scenario, reviewed air toxics emissions rate calculations, reviewed air toxics risk calculation, and prepared air toxics risk criteria.

Reviewed air toxics risk assessment of a quarry. The review included review of the emissions calculations, modeling, and risk evaluation. The review concluded that emission calculations were fundamentally flawed and that the quarry may pose a significant health risk to nearby residential areas.

Performed soil vapor surveys, including sample location selection, sample collection, and sample analysis, to support vapor intrusion risk assessments.

Other Projects

Performed odor modeling and analysis for a proposed housing development. Developed odor emission profiles, modeled the transport, and evaluated the impacts of odor from a landfill on a proposed development.

Completed 2-day training course for ISCST3 and AERMOD. Course included model selection, meteorological data processing, source and receptor parameters selection, and terrain processing.

Modeled air dispersion using ISCST3 and AERMOD models. Modeling results have been used for health risk assessment, permit compliance, and air quality impact analysis.

Evaluated emissions from vehicles using Emfac2007 model. Emissions calculations have been used in fleet emission calculations and health risk assessments.

Prepared twelve New Source Performance Compliance Standards (NSPS) Tier 2 reports for landfills. Preparation included creating a workplan for the sample collection, collecting samples at the landfill, calculating emissions, and writing the report which was submitted to regulators.

Performed Air Quality Impact Assessment for CEQA Analysis. Analysis has included GHG, criteria pollutants, toxic impacts, health risk, odor, and conformance evaluations. CEQA projects have included landfill expansions, landfill operational capacity increases, new transfer stations, and new material recovery facilities.

PATRICK S. SULLIVAN, CPP, REPA

Education

BA – Harvard University, Biology/Ecology, 1989

Professional License/Certifications

Approved Lead Verifier under California Air Resources Board (CARB) AB 32 Greenhouse Gas (GHG) Program
South Coast Air Quality Management District, Certified Permitting Professional (No. A-1716)
Registered Environmental Property Assessor, No. 519692, National Registry of Environmental Professionals

Professional Affiliations

Solid Waste Association of North America (SWANA): Chairman of Rules and Regulations Committee of Landfill Gas (LFG) Division
Air and Waste Management Association (AWMA); Vice Chairman, Mother Lode Chapter
Technical Advisory Group; Cal Recycle, LFG
Technical Advisory Group, CARB, AB 32 Landfill Methane Rule
Waste Industry Air Coalition (WIAC); Chairman
California Biomass Collaboration; Executive Board
Solid Waste Industry Group in California
Solid Waste Industry for Climate Solutions (SWICS), Co-Chairman
Society for Risk Analysis

Professional Experience

Mr. Sullivan has over 23 years of experience in the area of environmental engineering, specializing in solid waste-related issues. He is the Director of SCS Engineers' (SCS) consulting and engineering operations within the Southwestern United States; the largest of all of SCS's engineering profit centers. He also serves as the Practice Leader for SCS's Solid Waste Practice in the region. Mr. Sullivan is the National Partner for SCS's companywide Air Quality and GHG programs. He also oversees SCS's company-wide Risk Assessment program and one of the national experts on risk assessment and toxic exposure issues for solid waste facilities. Mr. Sullivan is a company Senior Vice President and Principal-in-Charge for projects related to solid waste facility investigation and risk assessment, redevelopment, LFG engineering, air quality permitting and compliance, GHG emissions, and groundwater investigations at solid waste facilities as well as related engineering services. SCS has published over 25 technical papers in industry journals and publications and presented at over 35 conferences, seminars, and workshops.

Because of this expertise, Mr. Sullivan has been the project manager and lead technical expert on a variety of projects related to solid waste facility investigations, risk assessments, closure and remediation, solid waste management, hazardous waste management, hazardous substance site investigation and remediation, air quality, as well as other environmental issues at landfills and solid waste facilities.

Landfill Air Quality

Title V Permit Applications and Documentation for Industrial Facilities and Landfill Sites. Mr. Sullivan has been involved with over 100 Title V permitting projects, including Title V compliance reporting for over 75 facilities.

New Source Review (NSR)/Prevention of Significant Deterioration (PSD) Permit Applications and Documentation for Industrial Facilities and Landfill Sites. Mr. Sullivan has been involved with over 50 NSR/PSD projects for various types of industrial facilities. This includes permitting for over 25 landfill expansions in California.

New Source Performance Standard (NSPS) Applicability Reviews and Compliance Activities. Mr. Sullivan has overseen the completion of NSPS Tier 1 and 2 emission rate studies and reports, LFG system (GCCS) design plans, surface emission monitoring plans, and other documentation for landfills under the NSPS program. Mr. Sullivan has been involved with over 100 NSPS/ Emission Guideline (EG) projects, including compliance reporting for over 75 landfill sites. In addition, Mr. Sullivan has worked on NSPS compliance activities for various other sources, including boilers, incinerators, engines, turbines, etc.

National Emission Standards for Hazardous Air Pollutants (NESHAPs)/Maximum Achievable Control Technology (MACT) Compliance Activities. Mr. Sullivan has been involved with over 75 NESHAPs/MACT projects for various regulated sources, including development of Startup, Shutdown, and Malfunction (SSM) plans and various other compliance documents.

Development and Teaching of Training Courses for Air Quality Compliance at over 40 Seminars. Compliance and regulatory issues that have been taught included Title V, NSPS, NESHAPs/MACT, NSR/PSD, Urban Air Toxic Strategy (UATS), and related state and local requirements.

Regulatory Advocacy for the Landfill Industry on the NSPS Rule, Title V Operating Permit Programs, NESHAPs rule, and other regulations, where landfills are included as a regulated source. Mr. Sullivan has developed industry comments and negotiated with the agencies on behalf of the industry.

Preparation of Numerous Local Air District, State, and Federal Permitting Documents for the installation of air pollution control devices and industrial equipment, including boilers, cooling towers, air strippers, wastewater treatment plants, biogas collection systems and flares, biogas and recovery plants, and various industrial systems. Mr. Sullivan has managed over 100 state or local air permitting projects for landfills.

Permitting, Compliance, and Due Diligence Projects for over 35 Renewable Energy Projects throughout the United States. Some of these projects have also included registration of GHG credits, facilitation of trades for GHG credits, and development of methodologies for estimation of GHG reductions as well as all of the air quality permitting tasks. Mr. Sullivan has permitted over 30 biogas to energy plants across the country.

Air Quality and Risk Assessment Sections of Environmental Impact Reports (EIRs) for approximately 35 landfill expansions, new landfills, transfer stations, other solid waste facility, and various commercial/industrial projects in California, including evaluations of health risks, air quality, GHG, and/or odors. This has included the preparation of a variety of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documentation.

Air Quality Solid Waste Assessment Tests (SWATs) for various landfill sites in California.

Air Sampling and Source Testing for Various Emitting Devices, including sampling for volatile organic compounds, criteria pollutants, particulate heavy metals, and asbestos fibers. Completion of all air sampling associated with asbestos abatement. Oversight of sources testing at over 75 landfill sites and development of a database of landfill source tests for use in the work of the WIAC.

Mr. Sullivan has completed air permitting and compliance activities for the following types of industrial facilities:

- Solid waste incinerators.
- Biomass energy plants.
- Landfills.
- Recycling facilities and transfer stations.
- LFG recovery plants.
- Cement and asphalt plants.
- Chemical manufacturing facilities.
- Aerospace facilities.
- Jewelry manufacturing facilities.
- Sand and gravel facilities.
- Electronics facilities.
- Site remediation projects.
- Paint and solvent manufacturing plants.
- Boat manufacturing plants.

Completed Landfill Air Quality Services in the Following Air Districts: San Joaquin Valley Air Pollution Control District (APCD), Bay Area Air Quality Management District (BAAQMD), South Coast AQMD, Sacramento Metropolitan AQMD, San Diego County APCD, Yolo-Solano AQMD, Feather River AQMD, Kern County APCD, Ventura County APCD, Santa Barbara County APCD, Shasta County APCD, Antelope Valley APCD, Mojave Desert AQMD, Placer County APCD, North Coast Unified AQMD, Butte County APCD, and El Dorado County APCD.

Landfill Gas

Project Director and Manager for Design, Bidding Support, and Construction Oversight for LFG Migration Control System, Highway 59 Landfill, Merced County, CA. The system was designed to prevent LFG migration and provide corrective action for groundwater impacts. The system successfully remediated LFG migration and brought the facility in compliance with Subtitle D requirements. Currently, Mr. Sullivan oversees the O&M of the LFG system as well as the project to design and provide construction quality assurance (CQA) for a major expansion of the existing LFG system. In addition to the LFG services, Mr. Sullivan has completed a variety of air quality tasks for the project.

Project Director, Completion of Various LFG Engineering and Construction Oversight and Groundwater Services, Various Waste Management, Inc. (WM) Landfills. Landfill sites included Bradley, Simi Valley, Columbia Ridge, DADS, Lancaster, Redwood, Lockwood, Antelope Valley, Rio Rancho, Butterfield, Northwest Regional, Anderson, and El Sobrante. Engineering tasks have included design of wellfield expansions, new blower/flare stations, header upgrades and replacements, groundwater monitoring and reporting, groundwater corrective action plans, as well as a variety of air quality services. These projects are generally completed on a design-build basis.

Project Director and Manager, LFG Engineering, American Avenue Landfill, Fresno County, CA. SCS first developed a LFG master plan for the site. Upon completion of the conceptual plan, Mr. Sullivan oversaw the completion of the engineering design, including preparation of formal plans and specifications for bidding for the original and one expansion to the LFG system. Bid assistance was provided to the County as well as construction management and CQA services. The County expanded SCS's contract to include O&M of the LFG system as well as design of two subsequent phases of LFG system expansion. In addition to the LFG services, Mr. Sullivan has completed a variety of air quality tasks for the project.

Project Director and Manager, Completion of LFG Planning and Engineering for Republic Services (Republic's) Otay, Vasco Road, West Contra Costa Sanitary, Foothills, Tower Road, ECDC, Ox Mountain, Wasatch, and Sycamore Landfills. Engineering tasks have included design of wellfield expansions, new blower/flare stations, and header upgrades and replacements as well as CQA. Under SCS's direction, SCS upgraded Republic's LFG Master Plans and prepared a LFG remediation plan to address LFG migration issues. In addition to the LFG services, Mr. Sullivan has completed a variety of air quality tasks for the projects. SCS has completed design-build services for the LFG systems on several of these sites.

Project Director and Manager, Planning, Design, and Construction Oversight for LFG System at Recology's Landfills, California. Project Director and Manager for the planning, design, and construction oversight for an expansion to the LFG system at Recology's Pacheco Pass, Ostrom Road, and YSDI Landfills to address air quality requirements, LFG migration, and groundwater impacts. These projects were completed on a design-build basis. In addition to the LFG services, Mr. Sullivan has completed a variety of air quality tasks for Recology landfills.

Project Director and Manager, Completion of LFG Planning and Engineering for Waste Connections, Inc.'s (WCI's) Chiquita Canyon, Fairmead, Potrero Hills, and Avenal Landfills. Engineering tasks have included design of wellfield expansions, new blower/flare stations, and header upgrades and replacements as well as CQA. SCS has upgraded WCI's LFG Master Plans and developed long-term cost estimates for LFG system expenditures. In addition to the LFG services, Mr. Sullivan has completed a variety of air quality tasks for the project. SCS has completed design-build services for some of the LFG systems on these sites.

Project Director and/or Manager, Various Other LFG Planning or Engineering Projects throughout California, Oregon, and Colorado, including Stanislaus County's Geer and Fink Road Landfills, Butte County's Neal Road Landfill, Sunnyvale Landfill, L&D Landfill, Sacramento County's Kiefer Landfill, Madera County's Fairmead Landfill, Yolo Central Landfill, as well as various other smaller closed landfill sites. Many of these projects included engineering design, CQA, and/or design-build of LFG system expansions.

CEQA/NEPA Analyses

CEQA Air Quality Analysis and Toxics Risk Assessment, Proposed Expansion to Fink Road Landfill, Stanislaus County, CA. As part of an EIR for a proposed expansion to the Fink Road Landfill in Stanislaus County, California, SCS completed an air toxics risk assessment, which evaluated the potential human health impacts due to current and future exposures from the project. The risk assessment was part of a larger air quality analysis completed for the expansion EIR. The analysis included an evaluation of health risk due to diesel exhaust from heavy equipment and refuse hauling vehicles at the landfill. As part of this project, SCS also researched the conversion of refuse hauling fleets to alternative fuels in order to generate ERCs for CEQA mitigation measures.

CEQA Air Quality Analysis and Toxics Risk Assessment, Salinas Valley Solid Waste Authority Landfill Project, Monterey County, CA. SCS completed air quality and risk assessment sections of a large EIR being prepared for long-term refuse collection and disposal options for the Salinas Valley Solid Waste Authority's Regional Landfill Project. The project included three landfills and 10 transfer stations, which were combined into four different project scenarios. The project included emissions estimates, air dispersion modeling, and risk calculations. The analysis included an evaluation of health risk due to diesel exhaust from heavy equipment and refuse hauling vehicles at the landfills and transfer stations, which were part of the project.

CEQA Mitigation Measures Development and Implementation for El Sobrante Landfill, Corona, CA. SCS was enlisted to develop a series of mitigation measures for fugitive dust emissions from landfill construction and operations at the El Sobrante Landfill in Corona, California. SCS also developed an implementation plan for the CEQA Mitigation Monitoring and Reporting Program (MMRP), which was required as part of the approval of the EIR. SCS is currently doing ambient monitoring for particulate-matter less than 10 microns (PM10)-levels and working with the SCAQMD to develop a long-term strategy to reduce dust emissions.

Landfill Risk Assessment, Closure and Post-Closure Development BKK Landfill, West Covina, CA. As part of an EIR for proposed closure and post-closure development of the Class III portion of the BKK Landfill, SCS completed a risk assessment that evaluated the potential human health impacts due to current and future exposures to contaminants in LFG and other environmental media. The risk assessment was part of a larger air quality analysis completed for the EIR. Through reasonable risk estimates, SCS was able to demonstrate that the proposed development of the landfill (i.e., golf course and Business Park) could occur without causing adverse health effects above CEQA significance levels.

CEQA Air Quality Analysis and Toxics Risk Assessment Proposed Expansion to Newby Island Sanitary Landfill, Santa Clara County, CA. As part of an EIR for a proposed expansion to the Newby Island Sanitary Landfill in Santa Clara County, CA, SCS completed an air quality impact analysis that included a risk assessment evaluating the potential human health impacts due to current and future exposures to contaminants from the project. The risk assessment was part of a larger air quality analysis completed for the expansion EIR. The project included emissions estimates, air dispersion modeling, GHG evaluation, and risk calculations.

Landfill Investigation and Risk Assessment

Landfill Investigation, LFG Engineering, Human Health Risk Evaluation and Impact Assessment, Proposed Residential Developments, Adjacent to the Otay Landfill, Chula Vista, CA. Project activities at the site have included an evaluation of LFG migration, LFG engineering and testing, air quality permitting and compliance, soil and LFG sampling and analysis, human health risk assessment and nuisance/odor evaluation, CEQA assistance, operations and maintenance of the LFG collection and control system, and other landfill engineering and construction services. The risk assessment and odor/nuisance analysis was completed to support residential development adjacent to the landfill.

Environmental Investigations and Risk Assessment at the Former BKK Main Street Landfill in Los Angeles County. This landfill is a closed site that may have received both hazardous and non-hazardous wastes; it is currently occupied by two golf courses and other commercial and residential developments and is being considered for additional redevelopment. Project work at this facility has included completion of soil vapor surveys, installation and monitoring of LFG migration probes, LFG sampling/analysis, oversight of cover and subsurface soil and groundwater sampling, completion of a human health risk assessment, CEQA assistance, and negotiations with regulatory agencies. The site is currently being considered for listing on the National Priorities List (NPL) as a potential Superfund site. Oversight of the landfill is provided by EPA Region IX, Department of Toxic Substance Control (DTSC), and the Los Angeles County landfill local enforcement agency (LEA).

LFG Assessment, Cover Maintenance, and Monitoring, Cogen Kramer Landfill, Los Angeles, CA. The site is located adjacent to residential development and two County correctional facilities have been developed on landfill property. Project tasks include LFG assessment, installation of LFG migration probes, emergency cover repair and ongoing cover maintenance, preparation of LFG and cover assessment work plan, regulatory liaison with the Los Angeles County LEA, Cal Recycle, and the South Coast AQMD. In addition, methane monitoring is conducted associated with the use of one of the closed jail facilities for TV and movie productions.

Environmental Monitoring and Postclosure Care, Cal-Compact Landfill, Carson, CA. The site is a former hazardous waste landfill that is being considered for redevelopment. The site is currently under the oversight of the DTSC. Project tasks have included LFG assessment, LFG engineering, design of methane protection systems, and development of a LFG monitoring program. In addition, Mr. Sullivan currently oversees the completion of post-closure care services at the site, including LFG monitoring, LFG system operations and maintenance (O&M), groundwater sampling and analysis, cover maintenance and repair, site security, storm water sampling/analysis and inspections, and regulatory liaison.

LFG Assessment, Cover Maintenance, and Monitoring, Lane Road Disposal Site, Irvine, CA. The site is located adjacent to residential development and has been redeveloped into a golf course. Project tasks have included LFG assessment, including methane testing in nearby homes, installation of LFG migration probes, cover repair and ongoing cover maintenance, preparation of LFG assessment and cover maintenance plan, regulatory liaison with the Orange County LEA, Santa Ana Regional Water Quality Control Board (RWQCB), CIWMB, and SCAQMD. SCS also completed the design and installation of LFG collection and control system to prevent migration onto residential properties.

Human Health Risk Evaluation and Impact Assessment, Proposed Commercial Developments, On and Adjacent to the BKK Landfill Site, West Covina, CA. The BKK site includes two landfills: one municipal solid waste landfill and one hazardous waste site, which are under the oversight of DTSC. Mr. Sullivan provided oversight for the completion of various investigations and data reviews/analyses of soil, surface water, groundwater, LFG, and air quality. The data were used for the completion of a human health risk assessment in support of the CEQA process for a proposed golf course and business park development on the Class III landfill.

Burn Dump Investigation in San Joaquin County, CA. As part of this project, Mr. Sullivan provided technical oversight for investigations of a burn dump site, which included soil investigations, trenching investigations to determine extent of refuse, LFG migration assessment, waste sampling/analysis, hazardous waste determination, and other project tasks. The project site was slated for residential development; therefore, all project elements were completed in consideration for this type of development.

Investigation, Risk Assessment, and Remediation Kaiser Ventures Inc. Facilities, Fontana, CA. For the former Kaiser Steel plant in Fontana, Remedial Investigation (RIs)/Feasibility Studies (FSs), Remedial Action Plans (RAPs), and Remedial Designs were prepared for three on-site operable units under DTSC's oversight. Mr. Sullivan was responsible for a number of individual soil, groundwater, surface water, and waste investigations at the Kaiser site, including treatability studies, risk assessments, RAPs, and hydrogeological studies, storm water pollution prevention plans, and spill prevention, control, and countermeasure (SPCC) plans. These projects included investigations of two landfill sites, with both hazardous and non-hazardous wastes, including soil, waste materials, hazardous waste, groundwater, and surface water issues. The site has been redeveloped into the California Speedway, a NASCAR race track.

Investigation, Risk Assessment, and Remediation Feasibility Study, Mission Bay Landfill, San Diego, CA. For this site, Mr. Sullivan managed a significant forensic investigation and site assessment of the former landfill site, which is located next to a river, bay, and amusement park and is used heavily for recreational purposes. This work has included investigations of extent of refuse, cover thickness, LFG composition and migration, soil, surface water, groundwater, and other environmental media associated with Mission Bay. The field investigations will be followed by a risk assessment, and given the highly visible and public nature of the landfill project; focus on risk communication will be of primary importance. Ultimately, several candidate risk-based remediation methods applicable to the site will be identified with typical costs associated with each method. This project included interface with the San Diego County APCD, RWQCB, LEA, and DTSC.

Landfill Engineering, LFG Migration Assistance, and Human Health Risk Assessment, Geer Road Landfill, Modesto, CA. Mr. Sullivan has managed and been involved with a variety of project at the Geer Road site including closure design and CQA services, cover repair, LFG engineering, air quality compliance, human health risk assessment, LFG system O&M, LFG and groundwater monitoring, as well as acted as an expert witness in defending the landfill against a citizen lawsuit. Project work was under the jurisdiction of the landfill LEA and RWQCB.

Odor Evaluations

Air Quality and Odor Analysis for proposed municipal solid waste (MSW) landfill and composting operation in Mariposa County, CA.

Air Quality and Odor Analysis, including ambient air testing and air dispersion modeling, for MSW landfill, composting facility, and materials recovery facility (MRF) in Placer County, CA.

Air Quality and Odor Analysis, including air dispersion modeling, for MSW landfill in Chula Vista, CA.

Odor Analysis for proposed MRF in San Bernardino County, CA.

Odor Analysis for an MSW landfill expansion in Kings County, CA.

Odor Analysis for an MSW landfill expansion in Santa Clara County, CA.

Compliance Review and Odor/Air Quality Impact Assessment for existing composting operation in San Diego, CA, which is adjacent to a proposed residential development.

Development of Expert Report and review of opposing experts' work on air quality and odor analyses of a composting facility in Adelanto, CA.

Air Quality Permitting and Compliance, including Odor Analyses, for landfills and composting facilities in Vacaville, Milpitas, and Novato, CA.

Feasibility Analysis, Best Available Control Technology (BACT) Cost-Effectiveness Analysis, and Hydrogen Sulfide Testing for the evaluation of sulfur removal technologies as odor control for LFG-derived odors for five landfill sites.

Odor analyses as part of the air quality sections of over 10 EIRs for landfill expansions.

Management of numerous LFG design projects related to odor control of LFG emissions.

Litigation Support

Litigation Support and Preparation of Expert Report in Defense of a Landfill Company in Pittsburgh, PA, which was sued under the third-party provisions of the federal Clean Air Act. Project tasks including emissions estimation, regulatory applicability review, and preparation of an expert report. The case was settled in favor of our client.

Litigation Support as part of a CERCLA Cost Recovery Action Filed by a Group of PRPs Against Various Municipalities and Public Agencies that Disposed Refuse at a Mixed Hazardous and Municipal Solid Waste Landfill in California. Project tasks included review of depositions, evaluation of industrial and hazardous waste disposed in the landfill, and development of a draft report on the contribution of the various PRPs to contamination in the landfill. Our clients were successful in the litigation.

Litigation Support in Defense of a Landfill Company in San Antonio, Texas Against Enforcement Action Brought by the State of Texas. Project tasks including emissions estimation, odor assessment, and air modeling. The case was settled in favor of our client.

Litigation Support in a Lawsuit Filed by a Landfill Owner/Operator in New Mexico Versus the State Environmental Agency with Respect to Air Quality Permitting for Landfills. The case included litigation support and preparation of expert reports.

Litigation Support and Expert Testimony as Part of a Toxic Tort Litigation filed by a Local Residence Against a County-owned Closed Landfill in Modesto, CA. Project tasks included a site investigation, risk assessment, groundwater evaluation, and expert testimony (deposition and trial). The case was settled with minimal damages for our client.

Litigation Support and Expert Testimony as Part of a Toxic Tort Litigation filed by a Local Residence against a County-owned Active Landfill in Merced, CA. Project tasks included a LFG assessment, site investigation, risk assessment, groundwater evaluation, and expert testimony (deposition and trial). The case was ruled in favor of our client.

Litigation Support and Expert Testimony in Defense of a Nuisance Claim and a CERCLA Cost Recovery Action Filed Against an Electronic Relay Manufacturing Facility in Los Angeles, CA. Project tasks included a remedial investigation, feasibility study, remedial design, remedial action, risk assessment, and expert testimony (deposition only). The first case was settled with insurance coverage; the second case was settled for de minimis contribution from our client.

Litigation Support in Defense of a CERCLA Cost Recovery Action Filed Against an Electronic Relay Manufacturing Facility in Azusa, CA. Project tasks included a review of documents and preparation of a technical response to U.S. EPA's proposed settlement offer.

Litigation Support and Expert Testimony as Part of a Toxic Tort Litigation Filed by a Plaintiff Group Against a Large Aerospace Company in Burbank, CA. Project tasks included emissions estimation, air dispersion modeling, air toxics risk assessment, and expert testimony before arbitration judge. The case was settled in favor of our clients.

Litigation Support and Preparation of an Expert Report as Part of a Toxic Tort Litigation in Defense of a Metal Heat Treating Facility in Phoenix, AZ. Project tasks included emissions estimation, air dispersion modeling, and air toxics risk assessment. The case was settled in favor of our client.

Litigation Support and Expert Testimony as Part of a Nuisance Lawsuit Filed by the Current Owner of a Screw Manufacturing Facility Against the Former Owner in Santa Fe Springs, CA. Project tasks included a site investigation, compliance audit, evaluation of on-site disposal of waste oil, and expert testimony before an arbitration judge.

Litigation Support as Part of an Insurance Claim Filed by an Aerospace Facility Against Its Insurance Carrier in Natick, MA. Project tasks included review of soil vapor data, vadose zone modeling, determination of the vapor-phase plume, and preparation of exhibits to be used in court. Our client was successful in the litigation.

Litigation Support in Defense of a Nuisance Claim and a CERCLA Cost Recovery Action Filed Against a Steel Mill in Fontana, CA. Project tasks included a remedial investigation, feasibility study, remedial design, remedial action, risk assessment, and assistance in the cross-examination of opposing experts. The case was settled in favor of our client.

Litigation Support in two Lawsuits Where Contractors Were Unwittingly Exposed to Asbestos during Building Demolition after the property owners claimed that the buildings did not have asbestos-containing materials.

Litigation Support as Part of a Property Damage Filed by the Property Owner Against its Former Tenant at a Plastic and Rubber Manufacturing Plant in Ontario, CA. Project tasks included a site investigation, remediation, risk assessment, and expert testimony (deposition only).

Mr. Sullivan's litigation experience includes the following Proposition 65 cases in California. These cases include preparation of exposures and risk analyses and participation in settlement conferences:

- Litigation support for a defendant in a Proposition 65 lawsuit concerning exposure to methylene chloride in a silk flower cleaner.
- Litigation support for a defendant in a Proposition 65 lawsuit concerning exposure to dichlorobenzene and toluene in a bicycle tire repair kit.
- Litigation support for a defendant in a Proposition 65 lawsuit concerning exposure to lead in PVC grips and handles for various tools and equipment.

- Litigation support for a defendant in a Proposition 65 lawsuit concerning exposure to lead in cosmetics.
- Litigation support for a defendant in a Proposition 65 lawsuit concerning exposure to chromated copper arsenate in treated wood used for children's playground equipment.
- Litigation support for a defendant in a Proposition 65 lawsuit concerning the exposure to various pollutants emitted from landfills and other solid waste facilities in California (six total facilities).

Greenhouse Gas

CARB, Approved Lead Verifier or Internal Senior Reviewer

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| <ul style="list-style-type: none"> • Alameda Municipal Power¹ • Biggs Municipal Utility¹ • Cal Portland Company – Mojave Plant² • Cal Portland Company – Colton Plant² • California Steel Industries • City of Lompoc¹ • City of Roseville, CA¹ • City of Ukiah, Electric Utilities Division¹ • City of Victorville¹ • Collins Pine Company • Corn Products • Georgia Pacific • Gridley Electric Utility¹ • Healdsburg Electric Department¹ • Hilmar Cheese Company • Imperial Irrigation District¹ • Imperial Irrigation District – Coachella Gas Turbines • Imperial Irrigation District – El Centro Generating Station • Imperial Irrigation District – Niland Gas Turbines Plant • Imperial Irrigation District – Rockwood Gas Turbines | <ul style="list-style-type: none"> • JP Morgan Chase Bank¹ • Kinergy¹ • Lodi Electric Utility¹ • Metropolitan Water District¹ • Orange County Sanitation District • Pacific Ethanol¹ • Port of Oakland¹ • Port of Stockton, CA¹ • Riverside Wastewater Treatment Plant • San Francisco Hetch Hetchy Water & Power¹ • Truckee Donner Public Utility District¹ • Temple Inland University of California at Davis • University of California at Irvine • University of California at Santa Cruz • University of California at San Diego • Western Area Power Authority¹ |
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¹ Verification includes electrical/fuel transactions.

² Verification included process emissions (landfill, wastewater treatment, geothermal, or other process emissions).

³ Verification includes oil and gas emissions.

CAR GHG Project Reduction Services

Landfill Protocol

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| <ul style="list-style-type: none"> • Dalton-Whitfield Regional Solid Waste Management Authority • L & D Landfill • Larimer County Landfill Electric Generation Project • Hay Road Landfill Feasibility Study | <ul style="list-style-type: none"> • YSDI Landfill Feasibility Study Central Landfill, Citrus County, Florida • Raleigh County Solid Waste Authority • Pendleton County Landfill • Eagle Point, Wolf Creek, and Stones Throw Landfills Project |
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- Montana-Dakota Utilities Billings Landfill

Organic Waste Composting Protocol

- American Organics OWC
- Grover Environmental Products
- Jepson Prairie Organics
- South Valley Organics

AB32 Mandatory Reporting. Completed State of California Mandatory GHG reporting under AB32 for the following general stationary combustion facilities:

- Altamont Landfill
- Bradley Landfill
- CalEnergy Geothermal Plants City of Fresno Wastewater Treatment Plant
- El Sobrante Landfill
- G2 Ostrom Road
- Kirby Canyon Landfill
- Mid-Valley Landfill
- Penrose Landfill Gas Conversion, LLC
- Redwood Landfill
- San Bernardino County Solid Waste Mgmt. - MVSL
- Simi Valley Landfill
- Sunnyvale WWTP Toyon Landfill Gas Conversion, LLC

GHG Compliance for Landfills. Completed GHG compliance services for over 75 landfills related to the AB32 mandatory reporting rule, AB32 landfill methane rule, and federal "Tailoring" rule for GHG.

U.S. EPA GHG Reporting Rule. Management and oversight for over 250 U.S. EPA GHG mandatory reporting rule projects for landfills.

GHG Emissions Inventory and Verification of Creditable GHG Reductions. Performed GHG emissions inventory services, verification of creditable GHG reductions, and development of GHG management plan under CEQA for Kern County Waste Management Department, California.

GHG Consulting. Provided GHG consulting services for Sacramento County, Los Angeles County, City of Carlsbad, City of Alameda, and the City of Palo Alto and virtually all of the major solid waste companies. Acted as the primary consultant supporting the membership of the SWICS group. As part of this effort, Mr. Sullivan has developed protocols for landfill GHG emission estimates and lead SWICS advocacy efforts on the proposed AB 32 early action rule for landfills.

GHG Emissions Inventory and Certification of Donated GHG Reductions (to make event GHG neutral), Super Bowl, Houston, TX.

Certification of Donated GHG Reductions (to make event GHG neutral), Winter Olympics, Salt Lake City, UT.

GHG Inventory and CCAR Reporting for Republic Services, Inc. Under Mr. Sullivan's direction, SCS prepared an entity-wide GHG inventory for Republic's solid waste operations and facilities in California.

SWICS Group. Involvement with the leadership of the SWICS group. As part of this effort, Mr. Sullivan has developed protocols for landfill GHG emission estimates and led SWICS advocacy efforts on the proposed AB32 early action rule for landfills, cap and trace, as well as the AB32 and federal GHG mandatory reporting rules.

Private Waste Company GHG Consulting. Provided GHG consulting for all of the large private waste management companies.

Development of GHG Guidance Document. Developed the guidance document titled, "*Technologies and Management Options for Reducing Greenhouse Gas Emissions from Landfills,*" under contract to the California Integrated Waste Management Board (CIWMB).

Publications and Presentations

Sullivan, Patrick S., and Zbozinek, Jasenka V., *Exposure Assessment and Toxic Distribution Modeling In Toxic Tort Litigation: Air and Soil Pathways*, Seminar Proceedings, Phoenix Chapter of the State of Arizona Bar Association, One-Day Technical Meeting, November 1996.

Sullivan, Patrick S., and Lister, Kenneth H., *Use of Screening Level Risk Assessment for Risk-Based Corrective Action*, Conference Proceedings, Association for the Environmental Health of Soils, 7th Annual West Coast Conference on Contaminated Soil and Groundwater, Oxnard, California, February 1997.

Sullivan, Patrick S., Nuno, Julio A., and Lister, Kenneth H., *The Use of Risk-Based Corrective Action in Site Mitigation Projects*, Conference Proceedings, Environmental Engineering Conference, Canadian Society of Civil Engineers/American Society of Civil Engineers (CSCE/ASCE), Edmonton, Alberta, July 1997.

Albert, Lon, Kubis, Elizabeth L., and Sullivan, Patrick S., *Ongoing Challenges of Emission Inventories at Municipal Solid Waste Landfills*, Conference Proceedings, Emission Inventory Conference, Air and Waste Management Association (AWMA), Raleigh-Durham, North Carolina, October 1997.

Kubis, Elizabeth L., Rankin, Sue, and Sullivan, Patrick S., *Strategic Planning for Landfill Gas and Air Quality Compliance at Municipal Solid Waste Landfills*, Conference Proceedings, 28th Annual SWANA Western Regional Symposium, South Lake Tahoe, Nevada, April 1999.

Pierce, Jeffrey L., and Sullivan, Patrick S., *NSPS, NESHAPs, NSR, and Title V: The Impact of Federal Air Quality Regulations on Landfill Construction and Operation*, Conference Proceedings, 28th Annual SWANA Western Regional Symposium, South Lake Tahoe, Nevada, April 1999.

Sullivan, Patrick S., *A Practical Approach to Clean Air Act Compliance for Landfills*, Presentation at the Annual WASTECON Conference, Reno, Nevada, October 1999.

Sullivan, Patrick S., *The Use of Methane Gas from Landfills as an Alternative Fuel Source*, Presentation at the U.S. Conference of Mayors/Municipal Solid Waste Management Association Fall Summit, San Jose, California, November 1999.

Sullivan, Patrick S. (lead author: Risk Assessment section), *Environmental Site Characterization and Remediation Design Guidance*, American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 99, ASCE, Reston, Virginia, 1999.

Michels, Mike, and Sullivan, Patrick S., *Actual LFG Emissions Lower than EPA Estimates*, Conference Proceedings, National Solid Waste Management Association (NSWMA)/ Environmental Industries Association (EIA) Waste Tech 2000 Conference, Orlando, Florida, March 2000.

Sullivan, Patrick S., and Michels, Mike, *The Time Is Now for Changes to the AP-42 Section on Landfills*, Conference Proceedings, 23rd Annual SWANA Landfill Gas Symposium in La Jolla, California, March 2000.

Sullivan, Patrick S., *U.S. EPA's Urban Air Toxics Strategy*, Conference Proceedings, Conference Proceedings, 10th Annual Technical Conference, Air and Waste Management Association (AWMA) Golden Empire Chapter, Golden West Section, Bakersfield, California, March 2000.

Mezzacappa, David, and Sullivan, Patrick S., *Air Quality Pre-Construction Permits for Municipal Solid Waste Landfills*, Conference Proceedings, 9th Annual SWANA Landfill Symposium in Austin, Texas, June 2000.

Sullivan, Patrick S., *Risk Characterization in Site Characterization and Remediation Design*, Conference Proceedings, Convergence 2000 Environmental Engineering and Pipeline Engineering Conference, American Society of Civil Engineers (ASCE), Kansas City, Missouri, July 2000.

Nuno, Julio A., and Sullivan, Patrick S., *Site Characterization*, Presentation at Convergence 2000 Environmental Engineering and Pipeline Engineering Conference, ASCE, Kansas City, Missouri, July 2000.

Sullivan, Patrick S., *Getting Down to Cases: Just What Is a Bioreactor Landfill*, MSW Management, July/August 2000.

Sullivan, Patrick S., and Stege, G. Alexander, *An Evaluation of Air and Greenhouse Gas Emissions and Methane Recovery from Bioreactor Landfills*, MSW Management, September/October 2000.

Green, Roger B., Vogt, W. Gregory, and Sullivan, Patrick S., *Comparison of Emissions from Bioreactor and Conventional Landfills*, Conference Proceedings, Annual SWANA-WASTECON Conference, Cincinnati, Ohio, October 2000.

Vogt, W. Gregory, and Sullivan, Patrick S., *Literature Review and Research Needs for Bioreactor Landfills*, Conference Proceedings, NSWMA/EIA Waste Tech 2001 Conference in San Diego, California, February 2001.

- Sullivan, Patrick S., and Caponi, Frank R., *The Potential Impacts of the MACT Standard and Urban Air Toxics Strategy on MSW Landfills*, Conference Proceedings, 24th Annual SWANA 24th Annual Landfill Gas Symposium in Dallas, Texas, March 2001.
- Sullivan, Patrick S., *Bioreactor Landfill Energy Recovery*, Proceedings of the U.S. EPA's and Water Environment Federation's Innovative Processes to Produce Useful Materials from Biosolids and Animal Manures—A Symposium, Chicago, Illinois, June 2001.
- McCready, Ambrose A., Nordell, David, and Sullivan, Patrick S., *Bioreactor Operation Feasibility Study for Fink Road Landfill*, Conference Proceedings, 10th Annual SWANA Landfill Symposium, San Diego, California, June 2001.
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- Sullivan, Patrick S., and Green, Roger, *Air Emissions, Methane Generation and Recovery, and Energy Potential for Bioreactor Landfills: Comparing the Theoretical to the Actual*, Proceedings of the Annual SWANA WASTECON Conference, Baltimore, Maryland, October 2001.
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- Sullivan, Patrick S., *GHG Programs in California and their Impacts on MSW Landfills*, Conference Proceedings, 31st Annual SWANA Landfill Gas Symposium, Houston, Texas, March 2008.
- Sullivan, Patrick S., *Air Quality Issues Affecting Landfills in California*, Presentation SWANA Gold Rush Chapter Board Meeting, Monterey, California, April 2008.
- Sullivan, Patrick S., *Practicalities of Implementing and Permitting a Landfill Methane Project*, Presentation for the California Climate Action Registry (CCAR) Climate Action Reserve Workshop on California Landfill Methane Projects, Los Angeles, California, April 2008.
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- Huff, Raymond H., and Sullivan, Patrick S., *Carbon Footprint and Impact of Biosolids*, Presentation at CWEA's "Government Affairs: Global Climate Issues" Specialty Conference for the Cities of Whittier and Roseville, California, June 2008.
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- Sullivan, Patrick S., *The New World of GHG Emissions for Landfills*, Presentation for SWANA Landfill Symposium, Palm Springs, California, June 2008.
- Sullivan, Patrick S., *Quantification Methods for GHG Emissions from Landfills*, SWANA E-Session, October 2008.
- Sullivan, Patrick S., *AB 32 Climate Change Issues Impacting Landfills in California*, Presentation at Rural Counties' Environmental Services Joint Power Authority Board and Technical Advisory Meeting, Sacramento, California, December 2008.
- Sullivan, Patrick S., *Greenhouse Gas Regulations, Programs, and Reporting*, Presentation to Clark County Department of Air Quality and Environmental Management, Las Vegas, Nevada, January 27, 2009.
- Sullivan, et al., *New LFG Monitoring Requirements in California: More Stringent and Expensive*, Conference Proceedings, 32nd Annual SWANA Landfill Gas Symposium, Atlanta, Georgia, March 2009
- Sullivan, Patrick S., *Operational and Financial Impacts of CARB's New Early Action Rule for Landfills*, Presentation at the 38th Annual SWANA, Western Regional Symposium, Palm Springs, California, April 2009.

- Sullivan, Patrick S., *Estimating Your Landfill's Carbon Footprint*, Presentation at the NSWMA/EIA Waste Expo in Las Vegas, Nevada, June 2009.
- Sullivan, Patrick S., *CARB's New Early Action Rule for Landfills: Beyond NSPS and into the Climate Change World*, Presentation for SWANA WASTECON Conference, Long Beach, California, September 2009.
- Sullivan, Patrick S., *Global Setting: Waste Management's Response to Climate Change*, Presentation for SWANA WASTECON Conference, Long Beach, California, September 2009.
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- Sullivan, Patrick S., *Meeting EPA's Mandatory GHG Reporting Requirements*, NSWMA Webinar, December 2009.
- Sullivan, Patrick S., *General Overview of EPA's Mandatory GHG Reporting Rule for Landfills*, Presentation at the SWANA Oregon Chapter, Winter Forum, January 2010.
- Sullivan, et al., *The Impact of Federal Climate Change Legislation and Regulation on The Solid Waste Industry*, Conference Proceedings, 33rd Annual SWANA Landfill Gas Symposium, San Diego, California, March 2010.
- Sullivan, Patrick S., *Comparison of Landfilling and Organic Waste Diversion in Terms of Air Quality and GHG Impacts*, Presentation at the 39th Annual SWANA Western Regional Symposium, San Luis Obispo, California, April 2010.
- Sullivan, Patrick S., *The Importance of Landfill Gas Capture and Utilization in the U.S.*, Columbia University, Earth and Engineering Center, Council for the Sustainable Use of Resources (SUR), April 2010.
- Sullivan, Patrick S., *Federal Mandatory Reporting Rule (MRR) and Tailoring Rule for Greenhouse Gas (GHG)*, Presentation at Waste Connections, Inc., Meeting, Copper Mountain, Colorado, August 2010.
- Sullivan, Patrick S., *The Confusing Maze of State and Federal Greenhouse Gas (GHG) Reporting Programs*, Presentation for SWANA WASTECON Conference, Boston, Massachusetts, August 2010.
- Van Kolken Banister, Amy, and Sullivan, Patrick S., *LFG Collection Efficiency: Debunking the Rhetoric*, MSW Magazine, Elements 2011 Issue, September 2010.
- Sullivan, Patrick S., *Tailoring Talk*, Waste Age, February 2011.
- Sullivan, Patrick S., *Not Another GHG Regulation—The Impact of the Tailoring Rule on Landfills*, Presentation for 34th Annual SWANA Landfill Gas Symposium, Dallas, Texas, March 2011.

- Sullivan, Patrick S., *When Can Co-Located Facilities be Considered Separate Sources for Air Compliance Purposes the Concept of Common Control*, Presentation for 34th Annual SWANA Landfill Gas Symposium, Dallas, Texas, March 2011.
- Sullivan, Patrick S., *GHG Regulatory Overload*, Presentation for 40th Annual SWANA Western Regional Symposium, Seaside, California, May 2011.
- Sullivan, Patrick S., *Comparison of Air Quality and GHG Impacts from Organic Waste Disposal*, Presentation for AWMA Golden West Chapter Annual Technical Conference, Bakersfield, California, May 2011.
- Sullivan, Patrick S., *Comparison of GHG Emissions Methodologies for Landfills*, Presentation for AWMA Annual Conference, Orlando, Florida, June 2011.
- Sullivan, Patrick S., *Air Modeling for LFG Projects*, Presentation for SWANA WASTECON Conference, Nashville, Tennessee, August 2011.
- Sullivan, Patrick S., *Impacts from Organic Waste Management*, AWMA Mother Lode Chapter Meeting, Sacramento, California, September 2011.
- Sullivan, Patrick S., *The Effects of New Air Modeling Standards on Landfill Gas Projects*, Presentation for 35th Annual SWANA Landfill Gas Symposium, Orlando, Florida, March 2012.
- Sullivan, Patrick S., *The Impact of the GHG Tailoring Rule on Title V and PSD Permitting for Landfills*, Regulation Week e-Seminar, April 2012.
- Sullivan, Patrick S., *Clean Air Act Update*, Conference Proceedings, Waste Expo, Las Vegas, Nevada, April 2012.
- Sullivan, Patrick S., *Air Quality Requirements for Composting Facilities are Changing—Are You Ready?*, 41st Annual SWANA Western Regional Symposium, April 2012.
- Sullivan, Patrick S., *The Effects of New Air Modeling Standards on Landfill Gas Projects*, SWANA E-Session, May 2012.
- Sullivan, Patrick S., et al., *Defending Landfills Accused of Landfill Gas Impacts on Neighboring Properties*, Paper and Presentation for SWANA WASTECON Conference, Washington, D.C., August 2012.
- Sullivan, Patrick S., et al., *Lessons Learned from the First Two Years of Compliance with the Federal GHG Mandatory Reporting Rule*, Paper and Presentation for 36th Annual SWANA Landfill Gas Symposium, Las Vegas, Nevada, March 2013.
- Sullivan, Patrick S., *Why Won't They Just Stop? More Changes to the Air and GHG Regulations for Landfills*, 42nd Annual SWANA Western Regional Symposium, San Luis Obispo, California, April 2013.

Sullivan, Patrick S., et. al., *LFG Rules and Regulations Committee Update*, Panel Presentation at SWANA WASTECON Conference, Long Beach, California, September 2013.

APPENDIX B
SCREEN3 OUTPUT

11/21/13
11:50:19

*** SCREEN3 MODEL RUN ***
*** VERSION DATED 96043 ***

C:\SCREEN 3 Projects\CentrallFScreen.scr

SIMPLE TERRAIN INPUTS:

SOURCE TYPE = VOLUME
EMISSION RATE (G/S) = 0.856786E-05
SOURCE HEIGHT (M) = 1.0000
INIT. LATERAL DIMEN (M) = 271.5768
INIT. VERTICAL DIMEN (M) = 9.7536
RECEPTOR HEIGHT (M) = 1.0000
URBAN/RURAL OPTION = RURAL

THE REGULATORY (DEFAULT) MIXING HEIGHT OPTION WAS SELECTED.
THE REGULATORY (DEFAULT) ANEMOMETER HEIGHT OF 10.0 METERS WAS ENTERED.

BUOY. FLUX = 0.000 M**4/S**3; MOM. FLUX = 0.000 M**4/S**2.

*** FULL METEOROLOGY ***

*** SCREEN AUTOMATED DISTANCES ***

*** TERRAIN HEIGHT OF 0. M ABOVE STACK BASE USED FOR FOLLOWING DISTANCES ***

DIST (M)	CONC (UG/M**3)	STAB	U10M (M/S)	USTK (M/S)	MIX HT (M)	PLUME HT (M)	SIGMA Y (M)	SIGMA Z (M)	DWASH
1.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
100.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
200.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
300.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
400.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
500.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	
600.	0.6390E-03	6	1.0	1.0	10000.0	1.00	276.15	15.39	NO
700.	0.6017E-03	6	1.0	1.0	10000.0	1.00	278.55	16.21	NO
800.	0.5688E-03	6	1.0	1.0	10000.0	1.00	280.96	17.01	NO
900.	0.5395E-03	6	1.0	1.0	10000.0	1.00	283.36	17.78	NO
1000.	0.5133E-03	6	1.0	1.0	10000.0	1.00	285.76	18.54	NO
1100.	0.4896E-03	6	1.0	1.0	10000.0	1.00	288.15	19.28	NO
1200.	0.4681E-03	6	1.0	1.0	10000.0	1.00	290.54	20.00	NO
1300.	0.4485E-03	6	1.0	1.0	10000.0	1.00	292.93	20.71	NO
1400.	0.4305E-03	6	1.0	1.0	10000.0	1.00	295.32	21.41	NO
1500.	0.4275E-03	6	1.0	1.0	10000.0	1.00	297.71	21.38	NO
1600.	0.4122E-03	6	1.0	1.0	10000.0	1.00	300.09	22.00	NO
1700.	0.3986E-03	6	1.0	1.0	10000.0	1.00	302.47	22.58	NO
1800.	0.3859E-03	6	1.0	1.0	10000.0	1.00	304.84	23.14	NO
1900.	0.3740E-03	6	1.0	1.0	10000.0	1.00	307.22	23.69	NO
2000.	0.3629E-03	6	1.0	1.0	10000.0	1.00	309.59	24.23	NO
2100.	0.3525E-03	6	1.0	1.0	10000.0	1.00	311.96	24.76	NO
2200.	0.3426E-03	6	1.0	1.0	10000.0	1.00	314.32	25.28	NO
2300.	0.3333E-03	6	1.0	1.0	10000.0	1.00	316.69	25.80	NO
2400.	0.3245E-03	6	1.0	1.0	10000.0	1.00	319.05	26.30	NO
2500.	0.3162E-03	6	1.0	1.0	10000.0	1.00	321.41	26.80	NO
2600.	0.3155E-03	6	1.0	1.0	10000.0	1.00	323.76	26.66	NO
2700.	0.3079E-03	6	1.0	1.0	10000.0	1.00	326.12	27.13	NO
2800.	0.3011E-03	6	1.0	1.0	10000.0	1.00	328.47	27.54	NO
2900.	0.2946E-03	6	1.0	1.0	10000.0	1.00	330.82	27.94	NO
3000.	0.2885E-03	6	1.0	1.0	10000.0	1.00	333.17	28.34	NO

3500.	0.2612E-03	6	1.0	1.0	10000.0	1.00	344.87	30.24	NO
4000.	0.2387E-03	6	1.0	1.0	10000.0	1.00	356.51	32.02	NO
4500.	0.2198E-03	6	1.0	1.0	10000.0	1.00	368.10	33.68	NO

MAXIMUM 1-HR CONCENTRATION AT OR BEYOND 1. M:
 585. 0.6451E-03 6 1.0 1.0 10000.0 1.00 275.81 15.27 NO

DWASH= MEANS NO CALC MADE (CONC = 0.0)
 DWASH=NO MEANS NO BUILDING DOWNWASH USED
 DWASH=HS MEANS HUBER-SNYDER DOWNWASH USED
 DWASH=SS MEANS SCHULMAN-SCIRE DOWNWASH USED
 DWASH=NA MEANS DOWNWASH NOT APPLICABLE, X<3*LB

 *** SCREEN DISCRETE DISTANCES ***

*** TERRAIN HEIGHT OF 0. M ABOVE STACK BASE USED FOR FOLLOWING DISTANCES ***

DIST (M)	CONC (UG/M**3)	STAB	U10M (M/S)	USTK (M/S)	MIX HT (M)	PLUME HT (M)	SIGMA Y (M)	SIGMA Z (M)	DWASH
305.	0.000	0	0.0	0.0	0.0	0.00	0.00	0.00	

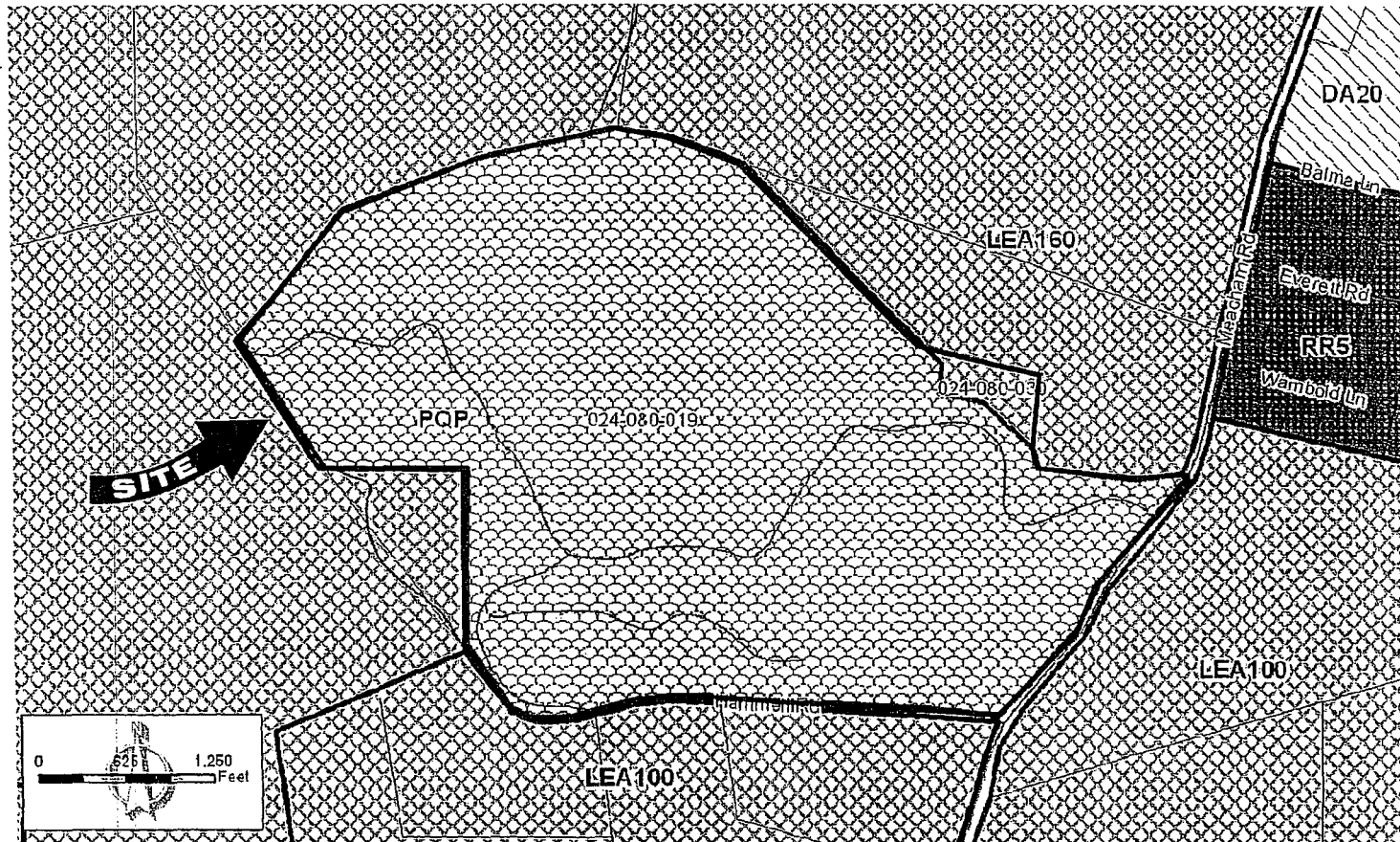
DWASH= MEANS NO CALC MADE (CONC = 0.0)
 DWASH=NO MEANS NO BUILDING DOWNWASH USED
 DWASH=HS MEANS HUBER-SNYDER DOWNWASH USED
 DWASH=SS MEANS SCHULMAN-SCIRE DOWNWASH USED
 DWASH=NA MEANS DOWNWASH NOT APPLICABLE, X<3*LB

 *** SUMMARY OF SCREEN MODEL RESULTS ***

CALCULATION PROCEDURE	MAX CONC (UG/M**3)	DIST TO MAX (M)	TERRAIN HT (M)
SIMPLE TERRAIN	0.6451E-03	585.	0.

 ** REMEMBER TO INCLUDE BACKGROUND CONCENTRATIONS **

General Plan Land Use



General Plan Land Use

- | | |
|---|--------------------------------------|
| Diverse Agriculture | General Commercial |
| Land Extensive Agriculture | Limited Commercial |
| Land Intensive Agriculture | Limited Commercial Traffic Sensitive |
| Resource and Rural Development | General Industrial |
| Rural Residential | Limited Industrial |
| Urban Residential | Public / Quasi Public |
| Recreation / Visitor-Serving Commercial | |

Base Map Data

- | | |
|----------------------|-----------------------------|
| Planning Area Policy | Coastal Commission Boundary |
| Affordable Housing | Urban Service Area Boundary |
| City | Highways |
| | Perennial Streams |
| | Intermittent Streams |

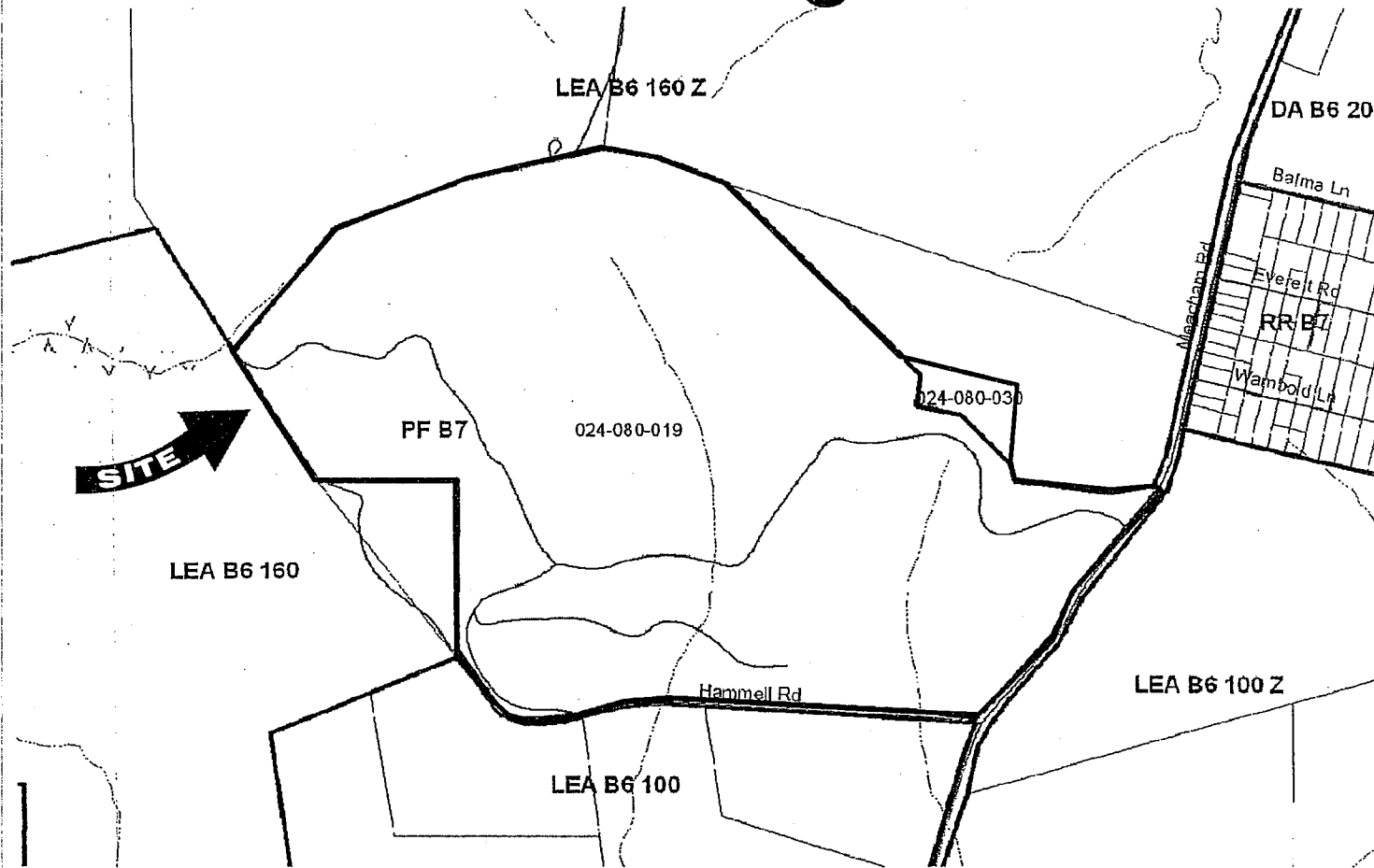
Numbers on map indicate maximum density in Acres/Acre, except Urban Residential where numbers indicate Units/Acre.



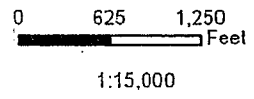
PRMD

UPE13-0065

Zoning



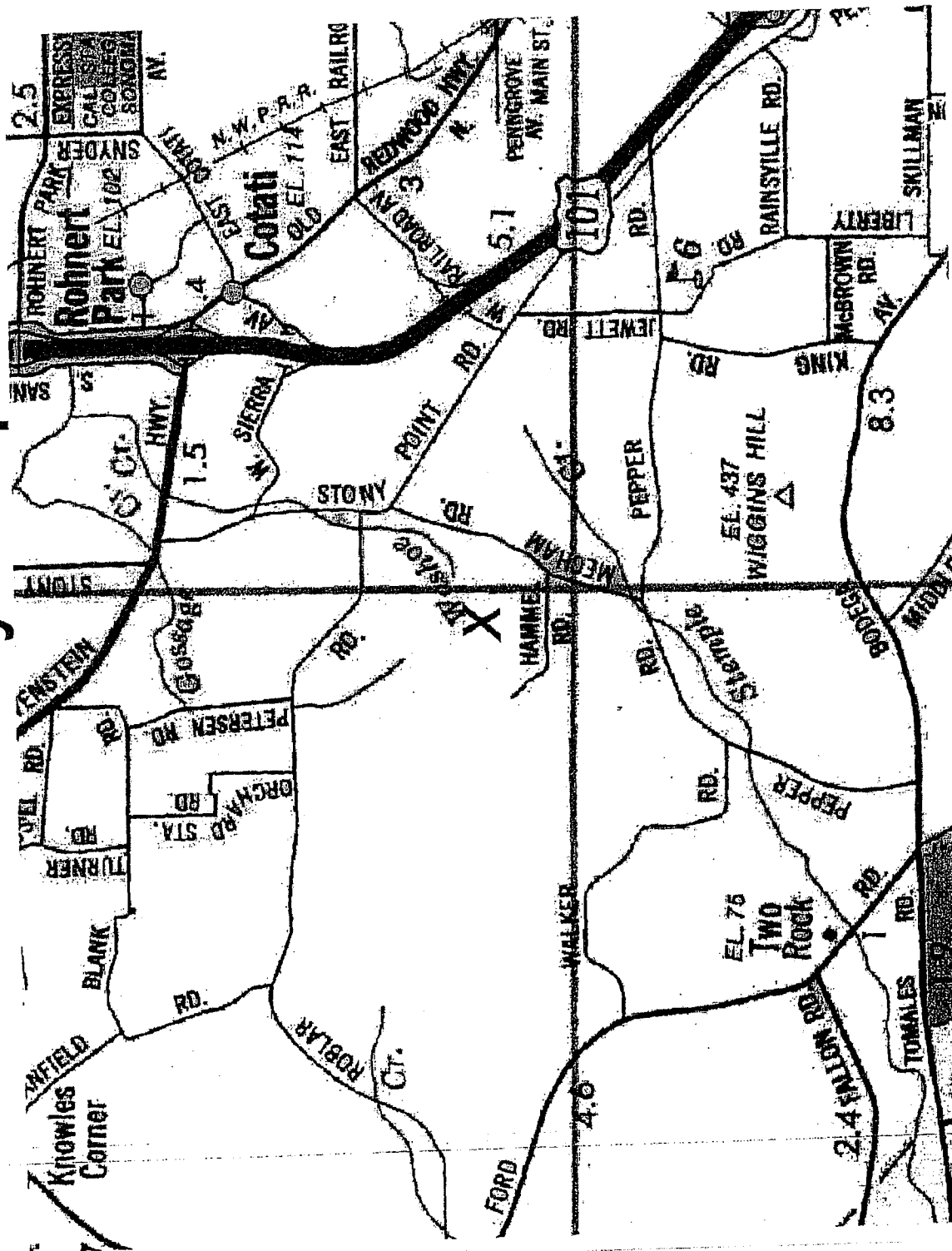
Zoning and Combining Districts



PRMD

UPE13-0065

Vicinity Map



UPE13-0065



PRMD